

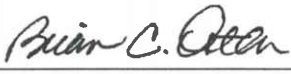
Report to the BOARD OF AIRPORT COMMISSIONERS


Approver: 
Teresa Mestas (Jan 12, 2023 16:16 PST)
Terri Mestas, Chief Development Officer

Meeting Date

1/19/2023

Needs Council Approval: ☒ Y

Reviewer: 
Brian C. Ostler, City Attorney *EGR*


Justin Erbacci (Jan 12, 2023 17:43 PST)
Justin Erbacci, Chief Executive Officer

Reviewed for/by	Date	Approval Status	By
Finance	1/6/2023	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	1/4/2023	<input checked="" type="checkbox"/> Y	JO
Procurement	1/9/2023	<input type="checkbox"/> Y <input checked="" type="checkbox"/> Cond	BG
Guest Experience	1/9/2023	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	1/10/2023	<input checked="" type="checkbox"/> Y	BNZ

SUBJECT

Request to award a seven-year Progressive Design-Build contract to Skanska-Flatiron, A Joint Venture, in the not-to-exceed amount of \$173,700,000, for Phase 1 of the Airfield and Terminal Modernization Project – Roadway Improvements at Los Angeles International Airport, and appropriate capital funds in the amount of \$192,200,000.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.i of the Los Angeles City CEQA Guidelines.
3. FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
4. FIND that the proposal from Skanska-Flatiron, A Joint Venture, represents the lowest ultimate cost (as defined in City Charter Section § 371) to the City than any other responsive proposal submitted.
5. FURTHER FIND that the award of contract is in compliance with Los Angeles City Ordinance No. 187476 approved by the City Council on April 27, 2022.

6. APPROVE the award of a seven-year Progressive Design-Build Contract to Skanska-Flatiron, A Joint Venture, for Phase 1 of the Airfield and Terminal Modernization Project – Roadway Improvements at Los Angeles International Airport in the not-to-exceed amount of \$173,700,000, subject to change order authority by the Chief Executive Officer, or designee, as necessary.
7. FURTHER APPROVE a budgeted owner's contingency in the amount of \$17,500,000 for Phase 1 of this project. This contingency can only be utilized through change orders authorized by the Chief Executive Officer, or designee, or the Board of Airport Commissioners as outlined below.
8. APPROPRIATE capital funds in the amount of \$192,200,000 for Phase 1 of the project for services including, but not limited to, mobilization, design services, preconstruction services, early enabling work, permitting, Guaranteed Maximum Price development, and owner's contingency. Staff will return to the Board of Airport Commissioners upon completion and request approval of the Guaranteed Maximum Price package proposals and for future phases of the project and appropriation of the associated funds.
9. AUTHORIZE the Chief Executive Officer, or designee, to approve and execute change orders, up to a budgeted Owner's contingency of \$17,500,000, for Phase 1 of the project, provided that, prior to execution of any change order in excess of \$5,000,000, the Board of Airport Commissioners shall have reviewed and authorized the execution thereof, and such authorization shall become final pursuant to City Charter Section § 245.
10. FURTHER AUTHORIZE the Chief Executive Officer, or designee, to execute the contract with Skanska-Flatiron, A Joint Venture, upon approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

The award of a seven-year Progressive Design-Build contract to Skanska-Flatiron, A Joint Venture (SFJV), enables the design and future construction of projects related to the Airfield and Terminal Modernization Project (ATMP) Roadway Improvements at Los Angeles International Airport (LAX). As a critical component of the overall ATMP, the Roadway Improvements enhance safety, efficiency, and the user experience for ground transportation systems in and around LAX. These roadway improvements will reduce congestion and improve flow in the Central Terminal Area and surrounding areas by separating airport and local traffic, incorporating transportation technology, and reconfiguring roadway access into and out of the airport.

2. Prior Related Actions/History of Board Actions

October 7, 2021 – Resolution No. 27351

The Board of Airport Commissioners (Board) approved the ATMP, certified the Final Environmental Impact Report (EIR), adopted the associated documents, and approved the Los Angeles World Airports' (LAWA) Specific Plan Compliance Review Determination.

- **December 16, 2021 – Resolution No. 27408**

The Board requested the Los Angeles City Council to consider and approve an ordinance to allow use of Alternate Delivery Methods and the Competitive Sealed Proposal Selection process for the ATMP and related projects at LAX. On April 27, 2022, the Los Angeles City Council approved Ordinance No. 187476 authorizing the use of alternate project delivery methods and the competitive sealed proposal selection process as requested (Council File 22-0225).

- **December 15, 2022 – Resolution No. 27655 (DA-5606)**

The Board awarded a seven-year contract to HDR Engineering, Inc. in the not-to-exceed amount of \$138,500,000 and appropriated \$83,500,000 to provide Project Management and Construction Management services for projects related to the ATMP – Roadway Improvements at LAX.

3. Background

The Airfield and Terminal Modernization Project consists of several primary elements, including airfield improvements that would enhance operational management and safety within the north airfield, new terminal facilities that would upgrade passenger processing capabilities and enhance the passenger experience, and an improved system of roadways to better access the Central Terminal Area (CTA) and reduce congestion in and around LAX.

The projects related to ATMP – Roadway Improvements will provide landside access to the proposed Terminal 9 facility, develop a comprehensive network of roadway system improvements that would separate and remove airport-related (i.e., CTA-related) traffic from the local roadway system (e.g., Sepulveda Boulevard), and improve access to the LAX Economy Parking and the future Ground Transportation Center that is linked to the future Automated People Mover system.

These projects will be the largest and most comprehensive roadway construction undertaken at LAX since the addition to the upper-level roadways, completed nearly 40 years ago in preparation for the 1984 Summer Olympics.

4. Current Action/Rationale

Scope of Work

The ATMP – Roadway Improvements include primary components that are intended to support the roadway improvements, as well as secondary components that are either required to enable the primary scope or additional scope that was not previously identified but may become part of these roadway improvements. The order in which these components are to be designed and constructed will be established during Phase 1 of this contract.

Primary Components:

1. Roadways
2. Ramps and Bridges
3. Intersection Improvements
4. Traffic Signals and Controls
5. Traffic Monitoring and Management Equipment

6. Street Lighting
7. Signage and Striping
8. Landscaping and Sidewalks
9. Utilities and Infrastructure
10. Terminal 9 Circulation Roads

Secondary / Enabling Components:

1. Demolition of Existing Roadways
2. Demolition of Existing Facilities
3. New Terminal 9 Circulation Roads
4. Reconfiguration of LAX Gateway
5. Temporary Improvements to Enable Construction Phasing
6. Additional Roadway Improvements

Figure 1 provides an initial concept of the new roadways associated with the ATMP Roadway Improvements. Phase I of this contract will further develop the concepts and finalize the designs and phasing of these improvements.

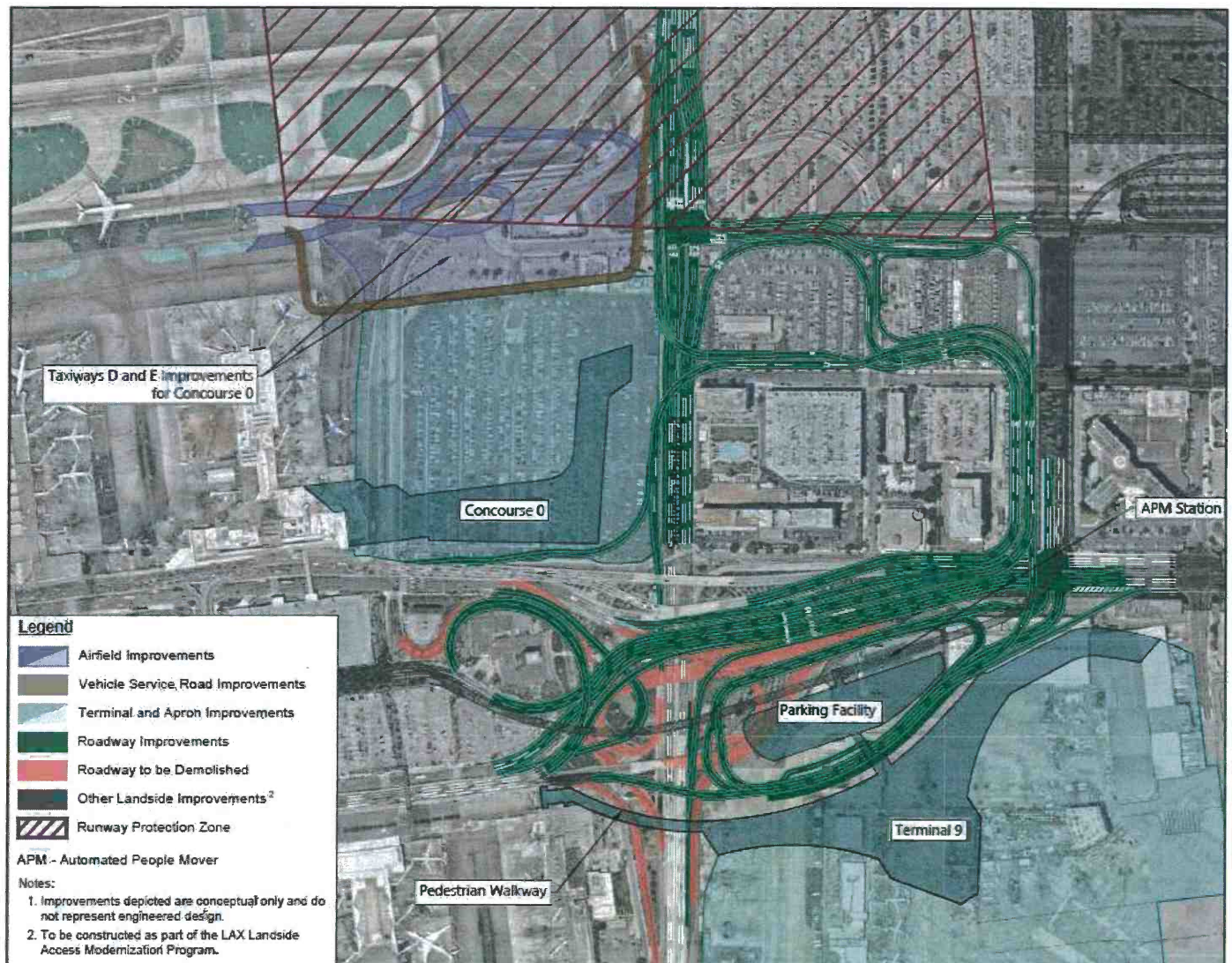


Figure 1 – General ATMP – Roadway Improvements

Project Delivery

The selected Design-Builder will perform design, pre-construction, and construction services related to the ATMP – Roadway Improvements. This is anticipated to be a two-phase progressive design-build contract with Phase 1 services including, but not limited to, the following:

- Mobilization: Project Management Office (PMO), Insurance and Bonds, Staff Onboarding, etc.
- Design: Basis of Design, Alternatives Analysis, Schematic Design, 3D Modeling, Design Development, Early Permitting, Construction Documents, etc.
- Preconstruction: Field Investigations, Exploratory Excavations, Subcontractor Outreach and Procurement, Cost Estimating, Phasing and Logistics Planning, Scheduling, Stakeholder Outreach, etc.
- Early Enabling Work: Utility Relocations, Purchase of Long-Lead Equipment, etc.

This contract will involve Component Guaranteed Maximum Price (CGMP)/Guaranteed Maximum Price (GMP) development. The work packages will occur in parallel, allowing for early delivery of select project components while design is still ongoing. Figure 2 outlines the general design, preconstruction, construction, and closeout activities of this progressive design-build contract and how the overlapping components accelerate project delivery with minimal risk. Upon completion of the various Design Development Packages, SFJV will submit various CGMP/GMP proposals for Phase 2 of the contract, which includes Construction, Commissioning, and Closeout activities. The CGMP/GMP Proposals will be developed from detailed estimates by the Design-Build team, using independent cost estimates and actual competitive bids from key subcontractors.

As design development is completed and CGMPs/GMP are negotiated and finalized, staff will return to the Board and request approval of contract amendments for Phase 2 construction and for appropriation of additional associated funds.

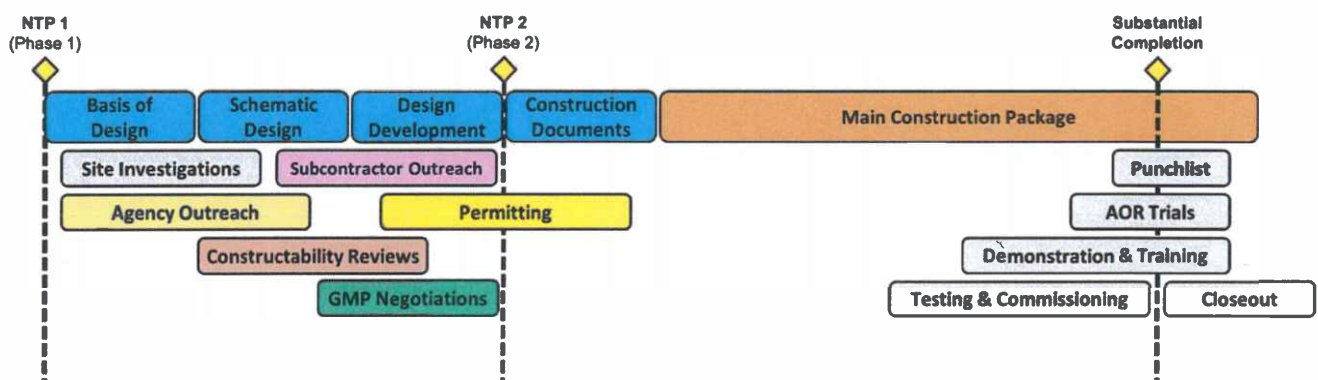


Figure 2 – Outline of Progressive Design-Build Schedule

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: Deliver Facilities & Guest Experiences that are Exceptional: Develop, maintain and operate first class facilities. By separating airport-bound traffic from local traffic, and improving access to existing and

upcoming facilities, this project will improve the guest experience for all LAX passengers as well as improving the traffic conditions for those in the airport area not heading to the airport.

5. Selection Process

On April 5, 2022, LAWA issued the draft Request for Proposals (RFP) on the Regional Alliance Marketplace for Procurement and held a pre-proposal conference on April 19, 2022. The final RFP was issued on April 30, 2022. On August 17, 2022, LAWA received proposals from three firms:

- Connect LAX
- Kiewit Infrastructure West Co.
- Skanska-Flatiron, A Joint Venture

Los Angeles World Airports' Procurement Services Division (PSD) reviewed all administrative requirements submitted and determined that all firms passed.

After review of technical proposals, all three firms were invited to participate in interviews which took place during the week of Sept 12, 2022. After interviews, two teams were invited to submit cost proposals. Technical proposals and interviews were reviewed and scored by a four-member evaluation panel in accordance with the following weighted criteria:

PARTS	CRITERIA DESCRIPTION	Criteria Score / Weight			
A	ADMINISTRATIVE REQUIREMENTS				
	Administrative Submittal	Pass/Fail			
B	TECHNICAL PROPOSALS	Max Review Score	Weight	Max Possible Weighted Points	Minimum Qualifying Weighted Score (80%)*
B0	Minimum Qualifications	Pass/Fail			
B1	Technical Qualifications <ul style="list-style-type: none"> • Proposed Firms • Proposed Team 	10	8	80	
B2	Project Approaches <ul style="list-style-type: none"> • Project Management Plan • Approaches to the Project • Self-Perform Work • Innovation Concepts 	10	10	100	
B3	AHJ's and MOT's	10	10	100	
B4	Inclusivity	10	4	40	
B5	Cost & Schedule Metrics	10	8	80	
	SUB-TOTAL POINTS	50		400	320
	INTERVIEW	10	35	350	280
	TOTAL WEIGHTED TECHNICAL POINTS			750	
C	FINANCIAL PROPOSAL	AVAILABLE POINTS			
	Labor Rate Schedule	150			
	Fee Proposal Form	100			
	GRAND TOTAL	1,000			

*LAWA may, at its own discretion, adjust the qualifying minimum score up or down, or forego the qualifying minimum score altogether. LAWA may base a decision on several factors including, but not limited to, number of proposals, quality of proposals, and other operational considerations.

Final Results

After scoring technical proposals, interviews, and cost proposals, SFJV was selected as the Design-Builder for projects related to the ATMP – Roadway Improvements. This determination was based on SFJV's experience and innovative thinking for delivering the project at LAX, as well as a competitive cost proposal when compared to other proposers.

As a potentially federally-funded project, LAWA procured this contract under federal guidelines. Under federal policy, this procurement was not subject to LAWA's Local Business Preference Program, nor its mandatory Small Business Enterprise (SBE)/Local Business Enterprise/Local Small Business Enterprise programs. Los Angeles World Airports' PSD set the Disadvantaged Business Enterprise Program (DBE) goal for this project at 15 percent. Skanska-Flatiron, A Joint Venture, pledged to meet and exceed the 15 percent DBE participation.

The Panel believed that SFJV provided the best proposal and team. SFJV, displayed unique capabilities, expertise, and experience that LAWA believes will provide the best outcome on this project. They displayed excellent understanding of the project throughout their team and strong previous experience with similar projects to those contemplated under this contract.

Los Angeles World Airports entered into negotiations with SFJV. The result of those negotiations led to the not-to-exceed contract value of \$173,700,000 for Phase 1 design services. This value generally is consistent with LAWA's independent estimate for mobilization, design, preconstruction, and early enabling works for the ATMP – Roadway Improvements.

Phase 1 Project Cost

The estimated cost for Phase 1 of the project is \$192,200,000. This includes costs for the basis of design, alternatives analysis, proof of concept, design to 100 percent, permitting, pre-construction services, early enabling work, allowances, other construction support services, and owner contingency as shown in the table below.

ATMP - Roadway Improvements Phase 1 Project Cost	
Design-Build Contract - Phase 1	Total
Design and Pre-Construction Services	\$ 173,700,000
Other Costs - Phase 1	
• Other Construction Support Services (Permit, Testing, etc.)	\$ 1,000,000
Phase 1 Sub Total:	\$ 174,700,000
Project Contingency - Phase 1	\$ 17,500,000
Total Design-Build Cost with Contingency - Phase 1	\$ 192,200,000

6. Action Requested

Staff requests that the Board approve the award of a seven-year Two-Phase Progressive Design-Build contract to SFJV for projects related to the ATMP – Roadway Improvements at

LAX in the not-to-exceed amount of \$173,700,000. Staff also requests the Board to appropriate capital funds in the amount of \$192,200,000, which includes \$173,700,000 for SFJV for mobilization; design services to 100 percent; preconstruction services; early enabling works; CGMP/GMP development; \$1,000,000 for construction support services; and \$17,500,000 for owner's contingency.

7. Fiscal Impact

The ATMP – Roadway Improvements Project is set to be included in LAWA's 2022 Capital Improvement Plan (CIP), with a current value of \$83,500,000, which was previously approved by the BOAC for project management/construction management, and other needed soft costs for this project. Approval of this action will result in a net increase in the 2022 CIP of \$192,200,000, matching the appropriations amount requested in this report.

This project will be partially grant-funded. Los Angeles World Airports has requested Bipartisan Infrastructure Law (BIL) grant funds from the Federal Aviation Administration (FAA) for this project in the 2022 and 2023 competitive grant funding cycles. On July 7, 2022, the FAA awarded \$50 million in grant funds for the project from the 2022 funding cycle. The FAA is anticipated to announce projects selected for awards for the 2023 funding cycle by March 2023.

In addition to the confirmed \$50 million award, LAWA will receive another \$79.3 million this year and an additional \$79.3 million of allocation in 2023, based upon the BIL formula allocation grant calculation. The BIL will provide three additional formula allocations in the future years, which currently are planned to be used for the future phases of the ATMP – Roadway Improvement Projects.

When the completed roadway improvements are put in service, those costs that are not grant-funded will be recovered through landing fees, terminal rates and charges, and non-aeronautical revenues.

8. Alternatives Considered

- ***Take No Action***

Taking no action would result in the degradation of roadway conditions in and around LAX, as well as create cost and schedule risk for adjacent projects such as Concourse 0, Terminal 9, and airfield improvements that are enabled by this project.

- ***Other Delivery Methods***

Staff considered other delivery methods before selecting a Progressive Design-Build. The Design-Bid-Build delivery method was deemed unable to meet the schedule requirements. The Construction Manager at Risk delivery method, while similar to Progressive Design-Build, meant having separate design and construction contracts to manage and coordinate, an additional responsibility LAWA is neither willing to bear nor impose on a Program Management/Construction Management consultant.

APPROPRIATIONS

Staff requests that funds in the amount of \$192,200,000 be appropriated and allocated from the LAX Revenue Fund to WBS element 1.21.24A-700 (ATMP – Roadway & Mobility Improvements), bringing the total appropriations for this project to \$275,700,000.

STANDARD PROVISIONS

1. Any activity (approval of bids, execution of contracts, allocation of funds, etc.) for which the underlying project has previously been evaluated for environmental significance and processed according to the requirements of the California Environmental Quality Act (CEQA) is exempt from further review pursuant to Article II, Section 2.i of the Los Angeles City CEQA Guidelines. The environmental impacts of the ATMP Roadway Improvements were evaluated under the Environmental Impact Report (EIR) for the LAX Airfield and Terminal Modernization Project certified by the Board of Airport Commissioners on October 7, 2021 (Resolution No. 27351).
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. Skanska-Flatiron will comply with the provisions of the Living Wage Ordinance.
5. Procurement Services has reviewed this action (File No. 10159) and established mandatory goals of 15% DBE. Skanska-Flatiron pledged 15% DBE.
6. Skanska-Flatiron will comply with the provisions of the Affirmative Action Program.
7. Skanska-Flatiron must provide a Business Tax Registration Certificate number prior to execution of the contract.
8. Skanska-Flatiron will comply with the provisions of the Child Support Obligations Ordinance.
9. Skanska-Flatiron must have approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports prior to the issuance of a Notice to Proceed.
10. Skanska-Flatiron has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
11. Skanska-Flatiron has been determined by Public Works, Office of Contract Compliance, to be in full compliance with the provisions of the Equal Benefits Ordinance.
12. This action is not subject to the provisions of the First Source Hiring Program.
13. Skanska-Flatiron has submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
14. Skanska-Flatiron has submitted the MLO CEC Form 50 and will comply with its provisions.
15. Skanska-Flatiron has submitted the Iran Contracting Act and will comply with its provisions

**DESIGN-BUILD CONTRACT BETWEEN THE CITY OF LOS ANGELES AND
SKANSKA-FLATIRON A JOINT VENTURE FOR THE
AIRFIELD AND TERMINAL MODERNIZATION PROGRAM (ATMP) LANDSIDE
IMPROVEMENTS PROJECT
AT LOS ANGELES INTERNATIONAL AIRPORT**

THIS DESIGN-BUILD CONTRACT ("Contract") is made and entered into this _____ day of _____, 2022 (hereinafter referred to as "Contract Effective Date"), by and between the CITY OF LOS ANGELES (hereinafter referred to as "City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board"), and SKANSKA-FLATIRON A JOINT VENTURE (hereinafter referred to as "Design-Builder" or "Contractor") (the City and Design-Builder are hereinafter and in all of the Contract Documents individually referred to as "Party" and collectively referred to as "Parties").

R E C I T A L S

WHEREAS, City's Department of Airports, by action of the Board; approved and authorized the issuance of a "Request For Proposals" for the construction of the project entitled Airfield and Terminal Modernization Program ("ATMP") Landside Improvements **(or "ATMP Roadway Improvements")** (hereinafter referred to as "Project") at Los Angeles International Airport (hereinafter referred to as "Airport"); and

WHEREAS the City's Department of Airports known as Los Angeles World Airports (LAWA) is responsible for the management and administration of this Contract; and

WHEREAS, in response to said Request For Proposals and Design-Builder's Proposal, Design-Builder's Proposal was determined to be best value for the Project; and

WHEREAS, Design-Builder is engaged in the business of providing design-build services of the type sought by LAWA; and

WHEREAS, the Board has now authorized the design/build services for the Project, as specified in said Request For Proposals and the Design-Builder's Proposal; and

WHEREAS, LAWA intends to procure the work necessary to complete the Project through issuing one or more notices to Design-Builder to proceed with: (i) Task Orders for discrete scopes of work relating to Phase 1 Design and Pre-Construction Services, Mobilization, and Early Enabling Works and (ii) upon LAWA issuing an amendment to the Contract for guaranteed

maximum price work package(s) for specific Phase 2 Construction Documents and Construction. (Phases 1 and 2 are defined and further described in Section 2 of the Contract and “PR-01 Scope of Work” that forms part of this Contract).

NOW THEREFORE, in consideration of the premises, and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1.0 Incorporation by Reference.

It is expressly understood and agreed that this Contract, Cost Reimbursable Guidelines (Exhibit A), First Source Hiring Program (Exhibit B), General Conditions (Exhibit C), Project Requirements (Exhibit D), Plans and Specifications (Exhibit E - located in Electronic Data Room), Project Labor Agreement (Exhibit F), Special Conditions (Exhibit G), Fee Matrix (Exhibit H), Federal Requirements, Administrative Requirements, Disadvantaged Business Enterprises commitments, and any document referenced in said documents, are hereby incorporated by this reference as though specifically set forth herein and shall constitute, and are hereby made, a part of this Contract (hereinafter referred to as the “Contract Documents”), and each of the Parties does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. It is further expressly understood and agreed that LAWA’s “Request for Proposals” (“RFP”) (including its Administrative Requirements, Attachments, and Addendums) is, by this reference, incorporated into and made a material part of this Contract as though fully set forth herein. Design-Builder expressly acknowledges that this Contract is based upon the performance requirements contained in the RFP.

Section 2.0 Scope of Work.

2.1 Design-Builder agrees to furnish all labor, services, materials and equipment, and to perform all work required as outlined in the Contract Documents hereto, to provide Phase 1 Design and Pre-Construction Services, Mobilization, and Early Enabling Works (“Phase 1”) and Phase 2 Construction Documents and Construction (“Phase 2”), in a final and finished state, in strict compliance with the Contract Documents.

2.2 Following the execution of this Contract, LAWA and Design-Builder shall negotiate and agree to one or more Task Orders under Section 5.0 below for Design-Builder to provide Phase 1 Design and Pre-Construction Services, Mobilization, and Early Enabling Works. Upon LAWA and Design-Builder agreeing in writing and signing any Task Order pursuant to Section 5.4 below, LAWA shall issue Design-Builder with a signed Notice to Proceed (“NTP”) for Design-Builder to undertake the agreed scope of work. Thereafter, LAWA and

Design-Builder may negotiate and agree to: (i) further Task Orders for additional Phase 1 services; and/or (ii) one or more guaranteed maximum price work packages (“GMP Work Package”) for Phase 2. Phase 2 will include construction, construction administration and design services. Upon LAWA and Design-Builder agreeing in writing and LAWA issuing an amendment to the Contract for the GMP Work Package(s) for specific Phase 2 work, LAWA shall issue Design-Builder with a signed NTP for Design-Builder to undertake the agreed scope of work relating to Phase 2.

2.2(a) For the purposes of Section 2.2(b) below:

“Completed Design Work Product” means: (i) Design Work Product that has been sealed with a professional engineer’s stamp for and on behalf of Design-Builder; and (ii) all other Design Work Product that has been accepted and acknowledged by both parties in writing as having been fully performed as of the date of termination under GC-37; and

“Incomplete Design Work Product” means all Design Work Product other than Completed Design Work Product, including any work that remains in a state of partial completion as of the date of termination under GC-37.

2.2(b) If LAWA exercises its termination for convenience rights under GC-37 of the General Conditions for any existing Task Order then, without limiting GC-14 and GC-37 of the General Conditions:

- (i) LAWA may take possession of all Design Work Product created under the relevant Task Order;
- (ii) Design-Builder’s liability for any use of the Completed Design Work Product after the date of such termination shall be as established by the terms of this Contract; and
- (iii) Design-Builder shall have no liability, except for gross negligence, willful misconduct, fraud, or any other claim that cannot be limited under applicable law, for any use of any Incomplete Design Work Product after the date of such termination, including in circumstances where LAWA continues to make use of the Incomplete Design Work Products on the Project through engaging a consultant to finish the Phase 1 services and/or engaging a separate design-builder to undertake the Phase 2 services.

2.3 It is expressly understood and agreed that Design-Builder shall perform all incidental work required to complete the scope of work described in the relevant Task Order/ GMP Work Package, including work for which no specific proposal item(s) was/were included, and/or including work which is required to furnish a final finished detailed project consistent with, and to fulfill, the intent of the Contract Documents. All such incidental work shall not be considered extra work for which additional compensation can be claimed by Design-Builder.

2.4 Design-Builder further agrees to use its best efforts to complete the Project in the most expeditious, economical, and thorough manner consistent with the interests of LAWA. The Design-Builder shall perform all services under a Progressive Design-Build delivery method, using a two-phase design/build delivery method, unless otherwise authorized by LAWA. Each phase may only commence when LAWA issues the first NTP for that phase and on the date stated therein as the "NTP Date."

Section 3.0 Term of Contract.

Notwithstanding any other provision herein, the term of this Contract shall commence on the date of issuance by LAWA to Design-Builder of a NTP and expire no later than seven (7) years from that date, and subject to other termination provisions contained within the Contract Documents. Design-Builder will be assessed Liquidated Damages as set forth in the Contract Documents if it fails to meet the milestones and or completion dates as outlined in the Contract Documents, consistent with the intent of the Contract Documents, and as defined in each GMP Work Package, subject to LAWA-authorized modifications as provided for in the Contract Documents. In addition, Design-Builder may be assessed Liquidated Damages for failure to meet specific Contract Milestone dates that may be set forth in the GMP Work Package(s). The term of the Contract may be extended by the Board subject to approval by the Los Angeles City Council.

Section 4.0 Contract Price

For all labor, all materials, all equipment and all services rendered, for all costs direct or indirect, and for all expenses incurred by Design-Builder pursuant to this Contract, and upon satisfactory completion of said Project in a final finished form consistent with the intent of the Contract Documents, the amount that LAWA may pay to the Design-Builder under the terms of this Contract, for Phase 1 Design and Pre-Construction Services, Mobilization, and Early Enabling Works and a portion of Phase 2 Construction Documents, is Not-to-Exceed One-Hundred Seventy-Three Million and Seven-Hundred Thousand Dollars (\$173,700,000.00), pursuant to the Contract Documents. This Section will be amended to include the price of the remaining portion of Phase 2 Construction

Documents and Phase 2 Construction once an agreed upon GMP Work Package(s) has been negotiated.

Section 5.0 Task Orders

5.1. Any services to be provided by Design-Builder with respect to Design Services shall only be performed pursuant to Task Orders that provide a detailed description of either the services or tasks to be performed and the personnel to be provided, the time frame for the work to be performed, the not to exceed amount to be charged, and any estimated expenses.

5.2. All personnel to be assigned to work under this Contract shall be authorized through the use of a written Task Order and compensated according to the guidelines established herein for the services provided.

5.3 Design-Builder shall provide a complete detailed proposal for each Task Order.

5.4 Task Orders and any and all amendments to Task Orders shall be in writing and signed by LAWA and the Design-Builder.

5.5 This is a non-exclusive Contract and the City and LAWA are only obligated to Design-Builder for the scope and amount authorized within any given executed Task Order or GMP Work Package(s).

Section 6.0 Notices.

Notice to City. Written notices to City hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Deputy Executive Director - TDG
7301 World Way West
10th Floor
Los Angeles, CA 90045**

And

**Los Angeles City Attorney
1 World Way
Los Angeles, CA 90045**

or to such other address as City may designate by written notice to Design-Builder.

Notice to Design-Builder. Written notices to Design-Builder hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

SKANSKA-FLATIRON A JOINT VENTURE

James Bailey

Senior Vice President

1995 Agua Mansa Rd.

Riverside, CA 92509

or to such other address as Design-Builder may designate by written notice to City.

The execution of any such notice by the Deputy Executive Director shall be as effective as to Design-Builder as if it were executed by the Board, or by Resolution or Order of said Board, and Design-Builder shall not question the authority of the Deputy Executive Director to execute any such notice.

Section 7.0 Contract Contains Entire Agreement.

The provisions of this Contract, including the Contract Documents and provisions incorporated herein and by reference, contain the entire agreement between the Parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the Parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement. This Contract may not be changed or modified in any manner except by written amendment fully executed by LAWA and Design-Builder or as otherwise set forth in the Contract Documents.

Section 8.0 Disadvantaged Business Enterprises.

8.1. Pursuant to United States Code of Federal Regulations Title 49 Transportation, Subtitle A, Part 26 (49 CFR 26), Executive Directive No. 2001-26 of Mayor Richard Riordan and the Provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of LAWA to provide Disadvantaged Business Enterprises ("DBE"s) an equal opportunity to participate in the performance on all LAWA contracts. The objective of this policy is to achieve the participation of DBEs at levels comparable to their availability to provide goods and services to Los Angeles World Airports, with the ultimate goal of developing their status and expertise so that they may compete for future contracts on an equal basis.

8.2. Design-Builder hereby agrees and obligates itself to utilize the services of the DBE firms designated in its Proposal on the level designated in its Proposal [specifically, at least fifteen percent (15 %) DBE Subcontractor level of participation].

8.3. Design-Builder shall submit, on a monthly basis, together with its invoice for payment the DBE Utilization Form or other reporting method and business enterprise monitoring system selected by LAWA listing the DBE Subcontractors and other subcontractors utilized during the reporting period. Design-Builder and their approved subcontractors shall cooperate with LAWA personnel in providing participation information as requested by LAWA in order to ensure compliance with the provisions of this section. Design-Builder's payment requests may be delayed or withheld if the DBE Utilization Forms are not submitted at the time of invoicing or if the Design-Builder fails to cooperate with LAWA personnel by promptly providing any and all information related to DBE participation requested by LAWA.

8.4. Failure to comply with any of the terms of this Section (or the terms of this Contract) shall constitute a material breach of contract and may result in the Design-Builder being deemed "Non-Responsible." (Section 10.40 et seq. of the Los Angeles Administrative Code.)

Section 9.0 Compliance With Los Angeles City Charter Section 470(c)(12) and 609(E).

9.1 The Design-Builder, other underwriting firm members of the underwriting syndicate, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Design-Builder and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Design-Builder and other underwriting firm members of the underwriting syndicate subject to Charter Section 470(c)(12) and 609(e), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

"Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Sections 470(c)(12), 609(e) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract/Resolution # _____. Pursuant to City Charter Section 470(c)(12) and 609(e), underwriting firm, subcontractor and principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and

shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960."

9.2 Design-Builder, underwriting firms, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available."

Section 10.0 Assignment of Anti-Trust Claims

Pursuant to California Government Code Sections 4550 et seq. regarding Anti-Trust Claims, it is the policy of the City of Los Angeles to inform each proposer that in submitting a bid/proposal to LAWA the proposer offers and agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Proposer.

Section 11.0 Subcontractor Payments

11.1. Progress Payments. The Design-Builder agrees to pay each subcontractor under this prime contract, and require the same of its subcontractors, not later than seven (7) days after receipt of each progress payment, the respective amounts allowed the Design-Builder on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein pursuant to California Business and Professions Code Section 7108.5.

11.2. Retention/Final Payments. Within seven (7) days from the time that all or any portion of the retention proceeds are received by the Design-Builder, the Design-Builder shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received, and require the same of its subcontractors, pursuant to the terms of California Public Contract Code Section 7107.

Section 12.0 Prevailing Wage

Design-Builder shall, at all times during the performance of the work hereunder, pay the general prevailing rate of per diem wages for each craft or type of worker needed to execute this Contract, at such rate(s) as has been determined by the Director of the Department of Industrial Relations of the State of California, or by the U.S. Department of Labor (Davis-Bacon and Related Acts ("DBRA")) as specifically applied to Los Angeles County. Design-Builder shall pay the higher of these stated prevailing labor rates.

Section 13.0 Iran Contracting Act, 2010.

In accordance with California Public Contract Code Sections 2200-2208, contractors entering into or renewing contracts with City for goods or services estimated at one million dollars (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit ("Affidavit"). Design-Builder's compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Agreement.

Section 14.0 Dispute Resolution.

The Parties acknowledge California Public Contract Code section 9204. In addition to the requirements of Public Contract Code section 9204, the Contract Documents prescribe procedures for LAWA Changes, Contractor Change Requests, Claims and Disputes that both Parties agree are reasonable and consistent with and do not impair the timeframes set forth in Public Contract Code section 9204.

Section 15.0 LAWA Contractor Assessments.

15.1. The LAWA Project Representative ("LPR"), Chief Airports Engineer - ADP, or his/her designee, will evaluate Design-Builder's performance as often as the LPR deems necessary throughout the term of the Contract and after completion of the Project. Such evaluation will be based on criteria provided in the LAWA Contractor Assessment ("LAWACA") Construction Project Instructions and LAWACA Rating Guidelines, incorporated into and made a material part of this Contract.

15.2. LAWA will provide Design-Builder with a copy of any LAWACA evaluation. Within fourteen (14) days of receipt of a copy of a LAWACA evaluation, Design-Builder may submit a response. LAWA may consider any LAWACA evaluation along with Design-Builder's response thereto, in evaluating future proposals and bids submitted by Design-Builder to LAWA for contract award.

Section 16.0 Electronic Signature

This Contract and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this

Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature.

All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature.

If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Contract to be executed by the Chief Executive Officer of LAWA, and Design-Builder has caused the same to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM

Hydee Feldstein Soto, City Attorney

CITY OF LOS ANGELES

Date: _____

By: _____

Chief Executive Officer
Los Angeles World Airports

By: _____
Assistant/Deputy City Attorney

By: _____

Controller
Los Angeles World Airports

ATTEST:

By:  _____
Secretary (Signature)

Brett Bockmann

Print Name

SKANSKA-FLATIRON A JOINT VENTURE


By:  _____
Signature

James Bailey

Print Name

Sr. Vice President/General Manager
Print Title


ATTEST:

By:  _____
Secretary (Signature)

Karla Pascarella

Print Name

SKANSKA-FLATIRON A JOINT VENTURE

By:  _____
Signature

Ural Yal

Print Name

Senior Vice President

Print Title

EXHIBIT A:

Cost Reimbursable Guidelines

Exhibit A: Cost Reimbursable Guidelines

LOS ANGELES WORLD AIRPORTS

The Design-Builder/Contractor/Consultant shall be reimbursed for the following costs in accordance with City policy, subject to amendments, and the guidelines detailed below:

A. COMPENSATION FOR PERSONNEL

LAWA shall compensate the Design-Builder/Contractor/Consultant and Sub-Consultant/Sub-Contractor for personnel costs based upon employees' LAWA-approved hourly rates and actual hours worked. Additionally, the Design-Builder/Contractor/Consultant is allowed a mark-up, per the negotiated rates and fees for this contract, on first-tier Sub-Consultant/Sub-Contractor direct labor for the management of the Sub-Consultant/Sub-Contractor work.

1. Personnel Hourly Rate Calculation

- a) While directly engaged in the performance of this Contract on an Hourly basis, the Design-Builder/Contractor/Consultant shall be compensated for actual cost of base salaries and wages of professional, technical and support personnel in accordance with negotiated rates and fees, and as authorized via Task Orders.
- b) Base Hourly Rate is defined as either the employees' actual base yearly salary divided by 2,080 hours for salaried employees, or hourly wage rate for hourly employees. LAWA may, at its discretion, allow the use of a basis other than 2,080 hours for Design-Builder/Contractor/Consultants on a non-standard work year.
- c) The Multiplier for this contract is as negotiated. Refer to Exhibit "H" – Fee Matrix
- d) The Multiplier for any Sub-Consultants/Sub-Contractors providing personnel services shall be based upon an audited Home/Field Office Overhead Rate or a negotiated Home/Field Office Overhead Rate, and must be approved in writing by LAWA prior to addition of said Sub-Consultant/Sub-Contractors to the contract.
- e) If at any time the LAWA Project Management team determines the need to use offsite staff on site, a *Field Office Overhead Rate* will be used.
- f) Time is the sum of actual hours and fractions thereof worked by each employee directly engaged in the performance of this Contract.
- g) The Billable Hourly Rate is the product of the LAWA negotiated and approved Base Hourly Rate and the Multiplier.

2. Hourly Rate Schedule and Overtime

- a) The not-to-exceed Maximum Reimbursable Hourly Rates for job classifications of employees directly engaged in performing Work under this Contract are as negotiated. The Job Classifications and Hourly Rates may not be changed without prior written approval of LAWA. The actual hourly rates to be applied to specific Design-Builder/Contractor/Consultant personnel must be pre-approved via a Task Order and/or Personnel Authorization. LAWA approval for adjusting the not-to-exceed Maximum Reimbursable Hourly Rate(s) shall not be unreasonably withheld if supported by actual hourly rates which are reflective of the current competitive market. Approved actual hourly rates may only be adjusted with prior LAWA approval and must be made in accordance with the Design-Builder/Contractor/Consultant's current approved salary plan.

Prior written approval is required and is effective as of the date indicated on the Task Order. The Design-Builder/Contractor/Consultant shall fully document to LAWA's satisfaction that such proposed salaries are indeed reflective of the current competitive market.

- b) Any and all personnel and associated hourly rates must be approved, in advance, by LAWA. The Design-Builder/Contractor/Consultant shall submit to LAWA the employee's name, job classification, company, hourly rate (with supporting documents) and exempt or non-exempt status. The individual hourly rates may be re-negotiated for each additional contract year. However, in no event shall the hourly rate be increased by more than three percent (3%) per Contract year without prior written justification and approval by LAWA.
- c) LAWA's approval of additional personnel shall not entitle Design-Builder/Contractor/Consultant to any additional compensation beyond the limit established for the individual Task Order or herein.
- d) LAWA hereby relies upon the Design-Builder/Contractor/Consultant to properly designate its employees as exempt or non-exempt under the Fair Labor Standards Act. LAWA shall not reimburse Design-Builder/Contractor/Consultant for back pay, penalty or interest imposed by the Department of Labor in the event of a dispute regarding the improper designation of its employees.
- e) All overtime must be approved in advance by LAWA. In the event that overtime work is required by non-exempt employees whereby there is an associated premium cost, the overtime shall be compensated as defined by the Fair Labor Standard Act. The premium OT compensation shall be computed as follows:

<u>Regular Hourly Rate Portion of Work</u>	<u>Premium Portion</u>	<u>OT Hourly Rate</u>
[(Base hourly rate) x (Multiplier)]	+ [(Base hourly rate x 0.5) x (1 + Profit%)]	

- f) Personnel time incurred with travel shall not be compensable beyond a normal workday.

B. REIMBURSABLE TRAVEL EXPENSES

It is the policy of LAWA to allow for the reimbursement of Design-Builder/Contractor/Consultant relocation and travel expenses, in accordance with City policy, when it is determined that such reimbursement assists in the furtherance of official city business goals and/or increases revenue for LAWA. Official city business is constituted as and shall demonstrate:

- (1) *A valid City interest to be served or gained thereby;*
- (2) *Relevance to the City operations or the individual's role in such operations;*
- (3) *The promotion or development of City programs, methods or administration; or*
- (4) *Compliance with instructions or authorization of the Mayor or the City Council.*

It is expected that in each instance the - Design-Builder/Contractor/Consultant will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.

Prior written approval by LAWA is required as designated in the contract language. It is expected that before such authorization is granted, due consideration shall be given to such factors as suitability, level of seniority in the field of expertise, specialty discipline, and nature of the business involved.

For travel to locations other than LAX, prior written authorization is required and reimbursement of expenses shall be computed based upon City policy, subject to amendments, and all conditions as noted herein will apply. Only those Design-Builder/Contractor/Consultants staff specifically

authorized by LAWA may submit travel expenses for reimbursement.

1. Travel Expenses Reimbursement Methodologies

a) Travel Related Reimbursement Factor

This methodology shall be applied when the frequency of travel is known and forecasting of expenditures can be made with a certain level of predictability. Utilizing this methodology, LAWA may negotiate a travel-related reimbursement factor. This factor must be authorized by LAWA and detailed in a Task Order or Travel Authorization, as designated in the contract language. The authorizing document shall specify the time period for which this approval is granted. LAWA reserves the right to periodically review and adjust the travel related reimbursement factor.

Under this methodology, LAWA will not require submission of actual receipts for the reimbursement factor but will require verification of travel status in the form of airfare or transit receipts, or lodging receipt/lease agreement.

b) Actual Costs for Airfare/Transit Expenses plus Not-to-Exceed Per Diem

In cases where travel is required by Design-Builder/Contractor/Consultant's staff for a limited duration, LAWA may authorize a personnel to receive reimbursement of airfare and transportation expenses plus a not-to-exceed per diem to cover lodging, meals and incidental expenses for one full day. With the exception of meals which will be covered via a meal allowance, all other travel-related expenses shall be based upon submission of actual receipts.

i. Air Travel

Official travel shall be by the most direct routing and air travel expenses are allowable only for the lowest regular fare available for regularly scheduled airlines for the date and time selected. LAWA will reimburse for the price of a coach class, unrestricted ticket. When possible, economy or special fares are to be used. Design-Builder/Contractor/Consultants, when possible, should make every effort to make the reservation well in advance to be able to get the best price possible. Approved Air Travel must be supported by legible copies of airline tickets. Electronic tickets and boarding passes are acceptable. LAWA shall only reimburse for reservation change fees when the schedule change was requested by LAWA and is supported by documentation confirming LAWA's direction of schedule change. Comfort items such as paying for exit row seats or service upgrades are not allowable. In cases where the traveler is charged for the first checked bag, the City will reimburse for this fee. Baggage fees for additional items will not be automatically reimbursed unless a justification for a business need is provided. Checked baggage fees are considered a separate reimbursement expense and are not included as part of the per diem.

ii. Ground Transportation

For Design-Builder/Contractor/consultants staff approved on travel status, the least expensive and most practical form of public transportation shall continue to be reimbursed taking into consideration such factors as time and availability. Ground transportation is defined as travel from home to airport and back, and from airport to LAWA business location and back.

i) Local Transportation - Local transportation costs incurred by Design-Builder/Contractor/Consultant while in travel status will be reimbursed as follows:

- Taxi/limousine/bus - Reimbursable at actual cost.

- Rental Automobiles - Because of their cost, rental automobiles shall be used only when their use will affect a savings or other advantage, or when the use of other transportation is not feasible. Rental automobiles should be limited to compact models when available. A legible copy of the automobile rental agreement is required. Rental of other than compact automobiles is allowable when compacts are not available or if more than two staff members are in the travel status. All rental cars will be returned with a full tank of gas when possible. Fuel charges will be reimbursed at the market price. Unreasonable or excessive fuel charges by the rental car agency may not be reimbursed.
- Private Automobile - Use of private or Consultant owned or leased automobiles will be reimbursed at the rate permitted under the Internal Revenue Service published rates as applicable to such costs. Prior written approval by LAWA is required before any private automobile will be allowable for reimbursement.
- Tolls and parking charges - for use of ferries, roads, bridges, and tunnels while traveling to and from commercial carriers and parking charges at origination/destination are reimbursable at cost.

ii) Local Travel - Travel to and from the Site for Home Office Staff who are located in any of the Design-Builder/Contractor/Consultant's office locations in the Los Angeles Vicinity is not reimbursable without prior written approval by LAWA.

iii. Not-to-Exceed Per Diem

The not-to-exceed per diem rate will be applied as a meal allowance, in accordance with the limits established by the City Controller, plus actual costs for lodging and incidentals. The combined total amount of the meal allowance, lodging and incidental costs shall be in accordance with City policy.

Covered Expenses:

- Lodging to include hotel/motel or corporate housing
- Meal allowance which covers meals, including gratuity
- Incidental expenses which includes:
- Fees and tips given to porters, baggage carriers, bellhops, hotel maids/servants, stewards or stewardesses, and others

2. Lodging/Meals Guidelines

A per diem may be used to reimburse Design-Builder/Contractor/Consultant for overnight accommodations and meals when in travel status on behalf of LAWA as outlined in the City's travel policy and amended from time to time. If Consultant's internal policy is a lower rate, the lower rate will be used. The per diem rate will be applied as a meal allowance, in accordance with the limits established by the City Controller, plus actual costs for lodging and incidental expenses. Receipts are required for lodging and incidental expenses and will be reimbursed in accordance with City policy. As the per diem is periodically updated by the CAO, reimbursement shall be made based upon the per diem rate published at the time expenses are incurred. In the selection of restaurants and lodging, it is expected that individuals will seek moderately priced establishments of acceptable quality. The Design-Builder/Contractor/Consultant must consider transportation costs, time, and other relevant factors in selecting the most economical and practical accommodations. Design-Builder/Contractor/Consultants will be required to select a hotel/motel within the City of Los Angeles limits. In cases where rates have been negotiated with the hotel properties surrounding its airports, LAWA will make this listing available for the Design-

Builder/Contractor/Consultant's consideration. Approval of the properties not on the negotiated list will be evaluated based upon competitive rates. Lodging expenses will be reimbursed only at the single occupancy rate.

For traveling employees assigned to the Site on a regular basis, the Design-Builder/Contractor/Consultant may utilize internal policies, such as use corporate apartments, to determine the most cost effective lodging. Prior to leasing or procuring such lodging, the Design-Builder/Contractor/Consultant shall perform a lease versus per diem analysis and provide to LAWA for review and concurrence.

1. Incidental expenses – The per diem rate includes incidental expenses.
2. Expenses above the per diem rate shall not be reimbursed even if supported by receipts.
3. Meal and incidental allowance will be prorated at 75% of the daily allowance as follows: (Prorating of meal and incidental allowance is specified under IRS Publication 463.)
 - On travel days regardless of departure and/or arrival times;
 - When a meal is provided as part of the conference;
 - For travel under the "50-mile" rule exceptions with overnight lodging and pre-approval

Note: No meal allowance will be provided when meals are provided throughout the day by the host or as part of a conference.

4. Meal receipts do not have to be presented to receive the meal allowance per day of business travel except for travel on grant funded projects where the grantor requires complete documentation of travel expenses.
5. Gratuities are limited to no more than 15% and are included as part of the Meal Allowance. There will be no additional reimbursement for gratuities.
6. For international travel, meal and incidental allowances will be provided according to City policy.
3. Non-Reimbursable Travel Costs (Including but not limited to:):
 1. Non-economy class airfare
 2. Non-compact vehicle rental
 3. Air flight insurance
 4. Expense of any insurance offered by the auto rental company such as Collision Damage Waiver, Personal Accident Insurance, Liability Insurance Supplement, Personal Effects Coverage, Supplemental Liability Protection, etc. in connection with a rented vehicle.
 5. Auto repairs, replacement or towage to personal vehicle when such use has been authorized.
 6. Valet parking when self parking is available.
 7. Expenses above the meal allowance shall not be reimbursed even if supported by receipts.
 8. Meals and incidental expenses in excess of the set domestic stipend or international federal per diem rate will not be reimbursed.
 9. Reimbursements for LAWA employee's meals are not allowable, except in accordance with City policy.
 10. Alcoholic beverages.
 11. Expenses incurred by a dependent or other person accompanying the Consultant

employee on an official business trip are not allowable. Bills indicating multiple occupants are to be adjusted to single occupancy rate and disallowed unless disclosure is made indicating reason, names, and dates.

12. Expenses of a purely personal nature.

4. Other Allowable Direct Costs while on travel-status

Or

Telephone - Actual cost of business telephone charges, subject to the limits on E-Mobile charges described below, incurred by Consultant while in travel status are part of multiplier rate and non-reimbursable. Personal telephone charges are not allowable.

1. E-Mobile Communication Devices - Unnecessary and/or unreasonable charges such as roaming fees, except roaming fees incurred while in approved travel status, roadside assistance, home distance, text messaging or any other such feature that is not essential to the individuals job function will not be reimbursed. LAWA reserves the right to limit the number of individuals allowed to bill to mobile communication devices. LAWA will not reimburse for personal calls.

C. OTHER REIMBURSABLE EXPENSES

1. Supplies, materials and equipment - At actual cost for items used directly in the furtherance of work and supported by receipts on all individual items. Any equipment, copiers, , intellectual property licenses or any other non-consumable supplies (collectively, "Equipment") purchased or licensed by Design-BUILDER/Contractor/Consultant for use at the Site and reimbursed by LAWA, shall be LAWA's and title therefore shall vest in LAWA upon such purchase or license. Equipment may also be leased if determined to be cost effective. The Consultant shall provide a lease versus purchase analysis for such proposed leased Equipment. If Equipment is currently owned by the Design-BUILDER/Contractor/Consultant, it may be leased for exclusive use at the Site and on the Project and reimbursed by LAWA at a fair market rate. No such Equipment may be purchased, leased or licensed without the prior written approval of LAWA.
2. Reproduction - At actual cost of outside reproduction of material and documents required in the furtherance of work.
3. Computer Services - Computers, peripherals and software that are deemed to be standard equipment used in the course of business and as such cost are included in approved multiplier rate and, shall not receive reimbursement.
4. Vehicle and Equipment Costs - Prior to leasing/purchasing major equipment, trailers and/or vehicles, the Design-BUILDER/Contractor/Consultant shall perform a lease versus purchase analysis. If the job vehicle is currently owned by the Design-BUILDER/Contractor/Consultant parent company, it may be leased for exclusive use at the Site and on the Project and reimbursed by LAWA at a fair market/comparable lease rate. The analysis shall be approved by LAWA prior to leasing and/or purchasing major equipment and vehicles. Job vehicles and vehicles for Key Personnel will be reimbursed at actual leased cost as long as such lease cost is reasonable. Repairs related to normal wear and tear for such vehicles will be reimbursed at actual cost as long as such costs are reasonable. Reimbursement will not be made for repairs related to abuse or neglect by the Design-BUILDER/Contractor/Consultant nor will repairs related to items covered by insurance be reimbursed. Task Orders will be reimbursed via a wet lease rate when the

Task Order so specifies. This rate will cover all cost related to the operation of the vehicle, which includes but is not limited to the lease, insurance, gasoline, maintenance, and repairs.

5. Training and Seminar Costs - Training and seminar costs for Design-Builder/Contractor/Consultant employees may be reimbursed only if such training or seminar directly benefits the City, and has been approved by LAWA in advance.
6. Office Expenses - Reimbursement for office expenses not covered in the overhead shall be made for the actual costs or on a lump sum basis as a part of negotiation between Design-Builder and LAWA for all applicable items such as any purchases, rent, utilities, permit fees, license fees, taxes, if any, improvements to leased office space, electrical or telephone installation or rearranging, security and janitorial services, office supplies or any other costs or expenses related to such rented, purchased or leased facility and required by Design-Builder/Contractor/Consultant in performance of its Services as well as any non-labor costs expended by the Design-Builder/Contractor/Consultant. Office communication expenses include reimbursement of actual cost for long distance telephone services. Express mail or other forms of communication used on a day to day, ordinary course basis are reimbursable. Mass mailings that are approved in advance in writing by LAWA are a reimbursable cost. Cost for bottled drinking water and coffee at the field office is not reimbursable.
7. Business Meeting Expenses – Subject to LAWA prior approval, reimbursement for business meeting expenses on behalf of LAWA shall be made at actual cost and supported by receipts. A list of attendees and subject of meeting will be required.
8. Other costs that are not included in or covered by the Consultant's Overhead Rate - At actual cost for items used directly in the furtherance of work, subject to the prior written approval of LAWA, and supported by receipts.

D. COSTS NOT REIMBURSABLE

Include charges for entertainment, non-economy class airfare, Initial RFP, bidding and proposal costs associated with obtaining the Contract, contributions, personal telephone charges, dues and subscriptions, alcoholic beverages, expenses for transportation for personal pursuits, gifts, gratuities greater than 15%, and other charges expressly disallowed under the terms of this Contract. Extraordinary expenses require prior LAWA approval.

E. DESIGN-BUILDER'S/CONSULTANT'S SUBCONSULTANTS/SUBCONTRACTORS

Sub-Consultants and Sub-Contractor shall follow the reimbursable expense guidelines set forth for Consultant herein.

Exhibit B:

First Source Hiring Program

Exhibit B: First Source Hiring Program

FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

I. **Purpose.** The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.

II. **Definitions.** As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport" shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

"Coalition" shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister's Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

III. **Coverage.** This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.

IV. **Targeted Applicants.** Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.

☐ **First Priority:** Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and

☐ **Second Priority:** Low-Income Individuals residing in City.

V. **Initial Airport Employer Roles.**

A. **Liaison.** Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.

B. **Long-Range Planning.** Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. **Airport Employer Hiring Process.**

A. **Notification of Job Opportunities.** Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (*e.g.*, language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.

B. **Referrals.** After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.

C. Hiring.

1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.
4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at any time. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.

- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this Program, and the conflicting provisions of this Program shall not be enforceable.
- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.

- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.
- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

Exhibit C:

General Conditions

DESIGN BUILD CONTRACT GENERAL CONDITIONS	
Article No.	Article Title

GENERAL

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- GC- 2 Order of Precedence and Contract Interpretation
- GC- 3 Contracting Definitions
- GC- 4 Abbreviations and Acronyms
- GC- 5 Invalidation of a Condition
- GC- 6 No Alteration of Contract Terms
- GC- 7 Contract Bonds
- GC- 8 Independent Contractor
- GC- 9 Subcontracts
- GC- 10 Design/Builder's Representations, Services and Responsibilities
- GC- 11 Design/Builder's Representative
- GC- 12 Authority of the Board and LAWA
- GC- 13 Owner-Furnished Documents, Specifications and Electronic Data
- GC- 14 Ownership and Use of Contract Work Products
- GC- 15 Work Force
- GC- 16 Coordination
- GC- 17 Business Ethics
- GC- 18 Design, Materials and Workmanship
- GC- 19 Publicity and Advertising
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DESIGN BUILD CONTRACT GENERAL CONDITIONS

GENERAL

GC- 1. HEADINGS

The Section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

GC- 2. ORDER OF PRECEDENCE AND CONTRACT INTERPRETATION

- A. Conflicts in the application or interpretation of any parts of the Contract Documents that cannot be resolved shall be interpreted in accordance with the following order of precedence (the first listed being the highest precedence):
 - 1. Applicable Laws and Regulations
 - 2. Permits
 - 3. Executed Change Orders (more recent controlling)
 - 4. Executed Contract Agreement
 - 5. Special Conditions
 - 6. General Conditions
 - 7. Project Requirements
 - 8. Technical Specifications
 - 9. Project Plans/Drawings (detailed plans having greater precedence)
 - 10. Reference Documents
- B. Publication Dates: Date of Reference Standard in effect as of date of Request For Proposals except when specific date is specified or when Reference Standard is part of applicable code which includes edition date.
- C. Where compliance with two (2) or more Reference Standards are specified and Reference Standards establish different or conflicting requirements for minimum quantities or quality levels, the more restrictive/most stringent interpretation shall govern. Refer uncertainties and requirements that are different but apparently equal to LAWA for decision before proceeding.
- D. In case of a conflict within a part of a Contract Document, the provision with the more restrictive/most stringent interpretation shall govern.

GC- 3. CONTRACTING DEFINITIONS

- A. Use of Definitions, Abbreviations and Acronyms: The definitions, abbreviations, and acronyms listed in this article, apply to all uses on the project, including but not limited to the General Conditions, Special Conditions, Project Requirements and the Scope of Work.
- B. Industry Standards:
 - 1. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable standards in effect as of the date of the Request For Proposals unless otherwise indicated.

2. Copies of Standards: Each entity engaged in the design and construction of the Project should be familiar with industry standards applicable to its design discipline or construction activity. Copies of applicable standards are not bound with the Contract Documents.
3. Where copies of standards are needed to perform a required design or construction activity, obtain copies directly from the publication source.

C. Definitions

ACCEPTANCE – The action by LAWA that confirms that LAWA has inspected the Work and has found it and the documentation thereof to be in compliance with Contract Documents.

ACCEPTANCE PERIOD – The period of construction after prefunctional check-out and start-up when functional performance tests, closeout documentation review and training occur, prior to substantial completion.

ACTIVITY - A task, event or other Contract element on a schedule that contributes to completing the contract. Activities have a description, duration and one or more logic ties.

ACTIVITY DURATION - The total number of actual working days required to perform that Activity.

ACTUAL COST - A verifiable amount paid for labor, materials, equipment, and supplies in the performance of the Work.

ACTUAL DATES - The actual start and finish date of an Activity which occurs prior to the Data Date. Dates occurring after the Data Date are not actual dates.

AIR OPERATIONS AREA (AOA) - Any area of the airport used or intended to be used for the landing, departure or surface maneuvering of aircraft and support equipment and all of the area within the airport security fence.

ALLOWANCE - An amount established by LAWA for a scope of work which has been identified, but which has not yet been fully defined, and may be used in whole, in part, or not at all.

APPROVAL (in Commissioning) - Acceptance that a piece of equipment or system has been properly installed and functioning in all tested modes according to the contract documents and design intent.

AS-BUILT DRAWINGS - As- Built Construction Drawings maintained by the Design/Builder that indicate on-site changes to the original construction documents.

AS-BUILT MODEL - A validated Model generated by the Design/Builder that has incorporated all changes in the project and any deviations between the drawings and the work actually built. The “As-Built Model” is a further development of the “Construction Model” that has been spatially and technically validated in the field.

BENEFICIAL OCCUPANCY - When LAWA takes possession and operates the facility after Substantial Completion and prior to Final Acceptance of the Work.

BENEFICIAL USE - When LAWA takes possession and operates the facility before Substantial Completion and prior to Final Acceptance of the Work.

BID PACKAGE – A set of documents and defined scope of construction work assembled to solicit bids from the construction subcontracting community.

BIM - Building Information Modeling, a process of developing digital 3D virtual representation of the Project’s buildings, structures, infrastructure, and site improvements, utilizing modeling software that is a fully object-based, parametric, database system. The digital representation

and associated parameter information is used for generating and leveraging building data to design, construct, and operate the building during its lifecycle. BIM allows all stakeholders to have access to the same information at the same time through interoperability between technology platforms.

BIM MANAGER (for Design and/or Construction) - The term describes a staff member of the Design/Builder's team whose sole purpose is to be responsible for the development and maintenance of the BIM Model and for managing policies and standards set for BIM implementation (as determined by the BIM Execution Plan), train the team and champion its use.

BOARD - The Board of Airport Commissioners of the City of Los Angeles.

CHECKLISTS (IN COMMISSIONING) - Verification checklists that are developed and used during all phases of the commissioning process, general verification, plus testing, training, and other specific requirements to verify that LAWA's project requirements and adherence to the contract documents is being achieved.

CHIEF AIRPORTS ENGINEER - the Chief Airports Engineer of LAWA or designee.

CITY - The City of Los Angeles or the City of Los Angeles acting through the Board of Airport Commissioners.

COLLATERAL WORK – Design, construction or maintenance activities performed by others situated or running side by side or parallel to the Work performed in the Contract Documents by the Design/Builder.

COMMISSIONING (Commissioning Process) – is a quality-focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet LAWA's project requirements.

COMMISSIONING COORDINATOR (LEAD) - Lead Commissioning Coordinator (CxL) is the Representative of the Design/Builder designated to the Commissioning Team who chairs and documents commissioning meetings and acts as the responsible central point of contact between his/her company and the Commissioning Team.

COMMISSIONING COORDINATORS - Commissioning Coordinators (CxCs) are the commissioning representatives for the Subcontractors and System Integrators involved in the Project, and reporting to the CxL, and act as the responsible central point of contact between their company and the Commissioning Team.

COMMISSIONING MANAGER – The Commissioning Manager (CxM) is the entity identified by LAWA as the authority that oversees the Commissioning team and the implementation of the commissioning process.

COMMISSIONING PLAN - The Commissioning Plan (CxP) is developed by the Design/Builder with the assistance of the Commissioning Team per the requirements of the Contract Documents and the Scope of Work. The CxP provides structure, checklists, testing forms, schedules for all systems and equipment being installed.

COMMISSIONING TEAM – The Commissioning Team (CxT) represents the entire team comprising of Design/Builder, its Subcontractors and engineers, and LAWA, its Commissioning Manager and its Consultants, and LAWA's entities and individual involved in Commissioning.

COMPARABLE PRODUCT- Unnamed product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-

service performance, physical properties, appearance, and other characteristics that, in the sole judgment of LAWA, equal or exceed those of specified product that has been approved by LAWA.

COMPETITIVE SEALED PROPOSAL SELECTION PROCESS (CSPSP) – Standard methodology utilized by LAWA in the procurement of alternate delivery method contracts and subcontracts that provides for selection by use of the Lowest Ultimate Cost to the City.

COMPONENT GUARANTEED MAXIMUM PRICE (CGMP) - Guaranteed maximum price for construction of a defined incremental element of the Work.

COMPONENT GUARANTEED MAXIMUM PRICE - Any component of a GMP issued during the development of the GMP in the Progressive Design-Build or CMAR contract. All final cGMP's will be incorporated into the final GMP. (YC's definition)

COMPONENT GUARANTEED MAXIMUM PRICE REVISION – revision of a cGMP. (YC's definition).

CONSTRUCTION DOCUMENTS - The term "Construction Documents" means the plans, specifications, BIM models and referenced documents therein for the Project.

CONSTRUCTION MODEL - The Construction Model is generated by the Contractor or trade subcontractor. The Construction Model is developed to be used for generation of Coordinated Construction and Shop Drawing Level Information. It must be clear that each party be able to rely on the fact that the model furnished by others (designer, contractor, or trade subcontractor) "match" the 2D contract documents or shop drawings, generated by the model, in their equivalent state of development.

CONTRACT AWARD - Award of the Contract by the Board of Airport Commissioners.

CONTRACT COMPLETION DATE - The date LAWA accepts the entire Work as being complete and in compliance with the Contract Documents, and authorizes the final payment in accordance with the requirements set forth in these Contract Documents.

CONTRACT DOCUMENTS - The "Contract Documents" executed Contract Agreement, the General Conditions, Special Conditions, Administrative Requirements, Schedule of Work and Prices (if applicable), Project Requirements, Technical Specifications, Plans/Drawings and Referenced Documents.

CONTRACT POTENTIAL CHANGE NOTIFICATION (CPCN) - A notice provided by the Contractor that some discovery or action allegedly has caused a potential contract change. Examples of such discovery or action include but are not limited to; differing site conditions, issuance of a Change Directive, or the answer to a Request for Information.

CONTRACT TIME - The term set forth in the Contract within which Design/Builder must achieve Full Close Out of the Work, as adjusted by Change Order. The length of time the Design/Builder is allowed to complete the Work within the Contract milestones or Contract schedule, as specified by the Contract Documents.

CONTRACTOR CHANGE REQUEST (CCR) - A change request generated by the Design/Builder and transmitted to LAWA with supporting documentation to provide LAWA with the Cost and Schedule information and justification for a Change to the Contract.

CONTRACT COMPLETION DATE - The date LAWA accepts the entire Work as being complete and in compliance with the Contract Documents, and authorizes the final payment in accordance with the requirements set forth in these Contract Documents.

CONTRACT DOCUMENTS - The executed Contract Agreement, the General Conditions,

Special Conditions, Administrative Requirements, Schedule of Work and Prices, Project Requirements, Technical Specifications, Plans/Drawings and Reference Documents.

CONTRACT TERM - The length of time the Design/Builder is allowed to complete the work within the contract milestones or contract schedule, as specified by the contract documents.

CONTRACT TIME or PERIOD OF PERFORMANCE - The number of days set forth in the Contract within which Design Builder must achieve Final Completion of the Work, as adjusted by Change Order.

CONTRACTOR – The term contractor shall apply to the Design/Builder. Requirements, documents or forms that reference Contractor shall be used by the Design/Builder and have the same application.

CONTRACTOR PERSONNEL – All employees, officers, superintendents of, or persons engaged as independent contractors by, the Design/Builder, or any of its Subcontractors and Suppliers of any tier who perform work under the Contract or who enter the Work site.

CONTROL SYSTEMS - A system of controls designed to monitor and control environmental, HVAC, security, baggage, life safety, lighting, etc., for efficient operation.

CONTROLLING OPERATION - The first activity on the longest continuous path, from the data date to the project completion milestone containing the least amount of total float for the overall project completion.

COST OF WORK - Cost necessarily and reasonably incurred by the Design/Builder in the proper performance of the Work only to the extent that such costs are directly related to the Contract.

CRITICAL PATH - The critical path is a series of activities that determines a project's completion time. The duration of the activities on the critical path controls the duration of the entire project; a delay to any of these activities will delay the finish date of the entire project. Critical activities are defined by either the total float or the longest path in the project network.

CRITICAL PATH METHOD (CPM) - A network-based planning technique using activity durations and relationships between activities to mathematically calculate a schedule for the entire contract.

CURRENT SCHEDULE - The most recently LAWA accepted Project schedule, (i.e. Interim Project schedule, Baseline schedule, Monthly Schedule Update, Revised Baseline schedule or Recovery schedule).

DATA DATE - The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."

DAY - Whether capitalized or not, unless otherwise specifically provided, means calendar day, including weekends and legal holidays. In the case of the plural 'days', those days will be consecutive.

DEFERRED PERFORMANCE TEST (DPTs) - Performance tests that are performed, with LAWA's acceptance, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design, or other site conditions that disallow the test from being performed.

DEFICIENCY - A condition in the installation or function of a component, piece of equipment, or system that is not in compliance with the contract documents.

DESIGN/BUILDER - The Individual, Partnership, Corporation, Joint Venture or other legal

entity having a Contract with LAWA to perform the Work. The party to the Contract that is responsible for the Design, Construction and Commissioning Work as outlined in the Contract. Any and all references to Contractor and Contractor's obligations are applicable to the Design/Builder and the Design/Builder's obligations.

As it relates to the self-performance of Work under this agreement, Design/Builder includes any company participating in a Partnership, Corporation, Joint Venture or other legal entity having a Contract with LAWA to perform the Work whether bid, subcontracted or performed on a time and material basis.

DESIGN/BUILDER CONTINGENCY - In addition to the Cost of the Work, a (C)GMP may include an agreed upon Design/Builder Contingency per the Contract Documents.

DESIGN MODELS – A Model that has reached the stage of completion in 3D that would customarily be expressed by an architect or engineer in two-dimensional construction documents. A Design Model is generally, an assemblage of several Models produced by various disciplines, each of which is comprised of numerous Objects. It must be clear that each party be able to rely on the fact that the model furnished by others (designer, contractor, or trade subcontractor) “match” the 2D contract documents or shop drawings, generated by the model, in their equivalent state of development.

DESIGN TO BUDGET – A budget established by LAWA within which the Design/Builder must maintain the Project cost. The Design To Budget includes the Cost of Work, General Conditions, Design/Builder's Home Office Overhead (Off- Site) and Profit, Design/Builders Insurance and Bonds, and Design/Builder Contingencies. The Design To Budget also includes Pre-Construction Services when a GMP has been established prior to Design Completion. The Design To Budget does not include allowances.

DIGITAL DATA FILES - Electronic copies of Building Information Model including sheet views and/or CAD Drawings of the Contract Drawings, as applicable, shall be provided by the Contractor to all Subcontractors and Vendors for use in preparing submittals.

ENGINEER – In a context referring to LAWA and not the Design/Builder, the Engineer is the Chief Airports Engineer of LAWA or designee. May also be referred to as the Chief Airports Engineer or the Agency in the Specifications.

EARLY COMPLETION TIME - The difference in time between an early scheduled completion date and the contract completion date.

EQUAL/ OR EQUAL - The product, equipment, or material which is proposed by the Design/Builder for use in the work at no additional cost which in the sole judgment of LAWA is equal to or better than the product or material specified in the contract documents as to function, performance, reliability, quality, and general configuration.

EVENT OF DEFAULT – Any event that has occurred with notice or passage of time, or both would constitute and “Event of Default”

EXECUTIVE DIRECTOR - The Executive Director of LAWA or designee.

EXTRA WORK – An item of work that must be performed by the Design/Builder which is within the general scope of the Contract Document Work but for which no basis of payment is provided by the Contract Documents.

EXISTING CONDITIONS MODEL: A 3D model of the existing conditions for a site, facilities on a site, or a specific area within a facility. This model can be developed in multiple ways: including laser scanning, conventional surveying techniques, test (pot) holing, surface geophysical methods, various subsurface methods or minimally intrusive excavation

depending on what is desired and what is most efficient. Once the model is constructed as described in the LAWA BIM Standard, it can be queried for information, whether it is for new construction or a modernization project.

EXPERIENCE MODIFICATION RATE - A numeric representation of a business's claims history and safety record as compared to other businesses in the same industry, within the same state.

FACILITIES MODEL – The Facilities Model is developed from the Reconciled Design Model. It is extracted at a point in time when the 3D content has been substantially reconciled with the Contractors As-Built Models. The Facilities Model shall be purged of all extraneous views, stories, abandoned Design Options, miscellaneous in-place object creation and testing places, and any other content not represented in sheet views. The majority of details, sections, elevations, and annotation sheets may be removed from this model. Specified plan sheets, schedules, and legends shall remain in the model.

FEDERATED MODEL – The Fed Model is comprised of all linked, Native Models and is a virtual representation of the entire Project developed to a specified Level of Development. The Fed Model shall consist of all discipline Native Models such as Civil, Architectural, Structural, Mechanical, Electrical, Fire Protection, and Special Equipment, depending on the specific scope of the project.

FILE TRANSFER PROTOCOL (FTP) - Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files, which may require SSI protocol.

FLOAT - The difference between the earliest and latest allowable start or finish times for an activity.

FRAGNET - A “fragmentary network” that consists of an activity or collection of activities that represent work added to the contract, unforeseen conditions or other changes. A fragnet representing these elements of work may be inserted into the Project Schedule to estimate a delay, if any, in a Time Impact Analysis.

FREE FLOAT - The amount of time that a schedule activity can be delayed without delaying the early start date of any immediately following schedule activity.

FUNCTIONAL TESTING - Performance testing of the dynamic function and operations of equipment, systems and interlocks between systems using manual (direct observations) or monitoring methods. Functional testing is the dynamic testing of systems (rather than just components) under full operation (e.g., the chill pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure set point). Systems are tested under various modes, such as during low cooling loads, high loads, pressure loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc. The systems are operated through all the control system's sequence of operation and components are verified to be responding as the approved sequences state. Functional Tests are performed after pre-functional Checkouts and start-ups are complete.

GUARANTEED MAXIMUM PRICE (GMP) - Under a Design/Build (D/B) contract, a negotiated price for the entirety of the project that is agreed to at a point in the project development that is specified in the Contract Documents.

GUARANTEED MAXIMUM PRICE - A guaranteed maximum price (also known as not-to-exceed price or NTE) contract is a cost-type contract (also known as an open-book contract)

where the Design/Builder is compensated for actual costs incurred plus a fixed fee subject to a ceiling price. (YC's definition)

INSPECTOR - In a context referring to LAWA and not the Design/Builder, the Inspector is the Quality Assurance Manager of LAWA or designee. May also be referred to as the Chief Inspector, Inspection, or the Agency in the Specifications.

LAWA - Los Angeles World Airports, a department of the City of Los Angeles.

NOTIFICATION OF FINAL ACCEPTANCE OF CONTRACT - Letter generated and signed by LAWA informing the Design/Builder that 1) the final inspection has been made and the work accepted as complete 2) the Notice of Completion and Acceptance of Public works Project is being recorded, and 3) Retention monies will be released sixty (60) days from the date of the letter if there are no outstanding claims.

LEVEL OF DEVELOPMENT (LOD) – The term used to describe the content and reliability of the Building Information Models. Each of the Model elements can have a varying LOD depending on the phase of the Project life-cycle, and agreed utilization of the Model. Refer to the Level of Development descriptions in the Project Requirements for BIM.

LEVEL OF EFFORT (LOE) - Level of Effort schedule activities represent tasks performed in support of other work, or the entire project effort, which do not lend themselves to measurement of discrete accomplishment. Examples of LOE tasks include project accounting, customer liaison, engineering management, project controls, etc. The durations of LOE Activities are defined by the Work they support.

LINKED MODEL – In BIM, A Native Model linked to the Federated Model.

LIQUIDATED DAMAGES - The fixed amount in this Contract which Design/Builder shall pay as compensation to LAWA for losses when Design/Builder does not meet a prescribed Contract schedule milestone.

LONGEST PATH - A series of logically linked, and continuous activities that start at the data date and continue to the project completion milestone. The longest path is “the longest continuous path” from start to finish.

MAXIMUM CONTRACT AMOUNT - The maximum amount that LAWA is obligated to pay to the Design/Builder under the terms of the contract.

MILESTONE - An event Activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project. A Milestone has a zero (0) day duration, but will otherwise function in the network as if it is an Activity.

MODIFICATION OF STANDARDS – Any deviation from, or addition to standards, applicable to airport design, material, and construction standards, or equipment projects resulting in an acceptable level of safety, useful life, lower costs, greater efficiency, or the need to accommodate an unusual local condition on a specific project through approval on a case-by-case basis.

MUNICIPAL CODE - The Municipal Code of the Cities of Los Angeles or Ontario, which includes the Building Code, the Electrical Code, the Mechanical Code, the Plumbing Code, and all other ordinances of the Cities, that are in effect at the time of Bid.

NARRATIVE REPORT - A document submitted with each schedule that discusses topics related to the basis of the schedule, the project progress and scheduling.

NEAR CRITICAL PATH - A chain of activities with total float greater than that of the critical path but having no more than 10 working days of total float.

NOTICE OF ACCEPTANCE OF CONTRACT- Letter generated by LAWA informing the Design/Builder that the final inspection has been made and the work accepted as complete.

NOTICE OF COMPLETION AND ACCEPTANCE OF PUBLIC WORKS PROJECT - Upon Final Acceptance of the Work, a Notice of Completion and Acceptance of Public Works Project is signed by LAWA and is recorded with the County Recorder's office.

NOTICE OF SUBSTANTIAL COMPLETION – LAWA's formal letter to the Design/Builder that accepts the Work as substantially complete.

NOTICE TO PROCEED - The written notice by LAWA to the Design/Builder notifying it to begin work on the Contract or any component thereof.

OBJECT – The term used to describe the 3D virtual representation of the each of the separate sub-parts of a Model such as doors, walls, equipment etc. If an Object is, in itself, comprised of several sub-elements, the sub-elements shall be grouped into one virtual representation of that Object. Example: a panel board might be comprised of top, sides, back, and front sub-elements; if so, then those sub-elements shall all be grouped into one selectable and identifiable Object.

OPEN-END ACTIVITY - An Activity without at least one predecessor or without at least one successor.

OTHER CONTRACTORS – Agencies, utilities, designers, contractors or any entity not directly subcontracted with the Design/Builder performing work directly related, concurrent or collateral with the Scope of Work in the Contract Documents.

OUT-OF-SEQUENCE ACTIVITY - Any Activity that actually starts in a sequence other than shown in the Current Schedule.

OVER-THE-SHOULDER REVIEW – The term “Shoulder-to-Shoulder” means a review process that consists of multiple live and active workshops involving all decision makers (The Design Builder as a Contractor, its Design Professionals, Architect, Engineers of Record, Trade Contractors, Specialty Contractors, Specialty Consultants, LAWA and LAWA's Consultants, and Stakeholders) where real-time decisions and approvals are accomplished.

OVERHEAD (FIELD OFFICE) – Field overhead costs are also known as General Conditions expenses and represent those costs, which cannot be attributed to a single task or work item of construction.

OVERHEAD (HOME OFFICE and OFFSITE) – Home Office Overhead (HOH) and other offsite office overhead represents the indirect costs or fixed expenses of operating a business. That is, the costs not directly related to the construction of the project, the manufacture of a product, or providing a service.

PARTIAL ACCEPTANCE - Any portion of the work which has been completed in accordance with the contract Documents and has been accepted in writing by LAWA for its intended use and purpose.

PERIOD OF PERFORMANCE - The length of time the Design/Builder is allowed to complete the Work within the Contract milestones or Contract schedule, as specified by the Contract Documents.

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Document and may include construction by separate contractors.

PROJECT SITE - The physical location within which the Project is to be constructed, including

all areas designated for staging, storage, parking and temporary offices as indicated in the Contract Documents.

QUALITY ASSURANCE (QA) - Those standards and procedures exercised by LAWA to ensure that the Design/Builder constructs the Work in accordance with the Contract Documents.

QUALITY CONTROL(QC) - Those standards, systems, processes, procedures and activities exercised by the Design/Builder, subcontractors and suppliers to ensure that the Work is constructed in accordance with the Contract Documents.

RECONCILED DESIGN MODEL (RDM) - The model developed as a result of aligning the Design Model with the Contractor provided As-Built Model(s) for spatial coordination. The RDM is the basis BIM model of the "Record Documents" and is submitted as part of project close-out.

RECORD DRAWING - Drawings and documents prepared by the Designer of Record that reflect on-site changes the Design/Builder noted in the as-built documents.

REFERENCE STANDARDS - Published requirements, specifications, standards, tests and recommended methods of the trade industry, governmental organizations or recognized professional organizations that apply to the Work.

SAMPLING - Functionally testing only a fraction of the total number of identical or near identical pieces of equipment.

SEASONAL PERFORMANCE TESTS - Performance tests that are deferred until the system(s) will experience conditions closer to their design conditions based on weather conditions.

SENSITIVE SECURITY INFORMATION - Information that, if publicly released, would be detrimental to transportation security. In accordance with 49 U.S.C. 114(s), information obtained or developed in the conduct of security activities, including research and development, the disclosure of which TSA has determined would constitute an unwarranted invasion of privacy (including, but not limited to, information contained in any personnel, medical, or similar file); reveal trade secrets or privileged or confidential information obtained from any person; or be detrimental to transportation safety.

SHOP DRAWINGS, PRODUCT DATA AND QUALITY CONTROL SAMPLES – Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier, or distributor and to illustrate some portion of the Work and which will be used in the construction of the Work when reviewed and accepted by LAWA.

SIMULATED CONDITION - Condition that is created for the purpose of testing the response of a system (e.g., raising/lowering the set point of a thermostat to see the response in a VAV box).

STIMULATED CONDITION (IN COMMISSIONING) – Condition that is created for the purpose of testing the response of a system (e.g., raising/lowering the set point of a thermostat to see the response in a VAV box).

STARTUP - The initial starting or activating of dynamic equipment, including completing prefunctional checklists.

SUBMITTALS - Written and graphic information, physical samples and mock-ups of a technical or administrative nature, that require LAWA's review and action.

SUBCONTRACTOR – Any individual, firm, partnership, joint venture, or corporation supplying labor, materials, services, supplies, or equipment contracted to the Design/Builder and used directly in the work in accordance with Contract Documents.

SUBSTANTIAL COMPLETION – The stage in the progress of the Work where it is sufficiently and suitably complete in accordance with the Contract Documents for LAWA, in its sole discretion, to beneficially occupy or utilize the Work for the purposes for which it was intended.

SUBSTITUTION - Any product, equipment or material proposed by the Design/Builder for use in the Work, which is materially different than that specified in the Contract Documents, which in the sole judgment of LAWA benefits LAWA in comparison to the product or material specified in the Contract Documents based upon function, performance, reliability, quality, life-cycle cost, and general configuration.

SURVEYOR - A surveyor with a current California land surveyor license or registered Civil Engineer authorized to practice land surveying in California.

TAB – Testing, Adjusting and Balancing (HVAC Systems).

TASK ORDER - A Task Order may be issued by LAWA to the Design/Builder at any time to authorize the use of funds for a defined portion of the Work. Each Task Order will identify the scope to be performed and funding source being authorized. Task Orders may also indicate the required timeframe for which the scope of work is to be performed.

TIME IMPACT ANALYSIS (TIA) - A schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the Current schedule completion date.

TIME-SCALED NETWORK DIAGRAM - A graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

TOTAL FLOAT - The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

TRAINING SYLLABUS - A summary outline of process activities related to training of an installation for operating and maintenance personnel, users, and occupants.

VENDOR – Supplier of Equipment.

VISUAL MATCHING SPECIFICATION - Where Specifications require "match LAWA's sample provide a product that complies with requirements and matches LAWA's sample. LAWA's decision will be final on whether a proposed product matches.

VISUAL SELECTION SPECIFICATION - Where Specifications include the phrase "as selected by LAWA from manufacturer's full range" or similar phrase; select a product that complies with requirements. LAWA will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

WARRANTY PERIOD - Period of time after final acceptance of the work and before warranties expire. Refer to the Contract Documents for specific warranty requirements.

WORK – The Work is comprised of all Design/Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents. . The term "reasonably inferable" takes into consideration the understanding of the parties that all design details will be resolved to the satisfaction of LAWA and not every detail will be shown on the Drawings and included in the Specifications.

WORK COMPLETION TIME - The length of time the Design/Builder is allowed to complete the Work within the Contract milestones or Contract schedule, as specified by the Contract Documents.

WORK PACKAGE - A set of documents and defined scope for material or equipment procurement, procurement of a Trade Contractor, or construction work assembled to advertise to the construction community with the intent of creating competitive pricing.

GC- 4. ABBREVIATIONS AND ACRONYMS

ACAMS	Access Control and Alarm Monitoring System
ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AIMS	Airport Information Management Systems
AL	Allowance
ALP	Airport Layout Plan
ANDS	Airline Name Display System
AOA	Air Operations Area
AOR	Airport Operational Readiness
APL	Aircraft Parking Limit Line
AQMD	Air Quality Management District
ARCC	Airport Response Coordination Center
ARFF	Aircraft Rescue and Firefighting (Facility)
ATCT	Air Traffic Control Tower
BCA	City of Los Angeles, Dept. of Public Works, Bureau of Contract Administration
BIM	Building Information Modeling
BMP	Best Management Practices
BOE	City of Los Angeles, Dept. of Public Works, Bureau of Engineering
BPW	Board of Public Works
BSL	Bureau of Street Lighting
BTRC	(City of Los Angeles) Business Tax Registration Certificate
BxP	BIM Execution Plan
CAD	Computer Assisted Design
CALM	Construction and Logistics Management
CAPPS	Computer Aided Passenger Prescreening System
CAPS	Computer Aided Profiling System
CARB	California Air Resource Board
CBC	California Building Code
CBP	Customs and Boarder Protection
CCC	California Coastal Commission
CCR	Contractor Change Request
CGMP	Component Guaranteed Maximum Price
CI	Computer Interface
CMS	LAWA Construction and Maintenance Services
COW	Cost of Work
CPCN	Contractor Potential Change Notice
CPM	Critical Path Method
CQC	Contractor Quality Control
CSI	Construction Specification Institute
CUP	Central Utility Plant
CUTE	Common Use Terminal Equipment

Cx	Commissioning
DCH	Design Construction Handbook
DEA	Drug Enforcement Agency
DHS	Department of Homeland Security
DOA	Department of Airports (LAWA)
DWP	Los Angeles Department of Water and Power
DWPPS	Los Angeles Department of Water and Power, Power System
DWPWS	Los Angeles Department of Water and Power, Water System
EDS	Explosive Detection System
EIR	Environmental Impact Report
ESA	Environmentally Sensitive Area
EVIDS	Electronic Video Information Display System
FAA	Federal Aviation Administration
FCC	Federal Communication Commission
FEMA	Federal Emergency Management Agency
FIS	Federal Inspection Services
FMS	Facilities Management System
FOD	Foreign Object Debris
GC	General Contractor
GCASP	General Construction Activity Storm-water Permit
GIDS	Gate Information Display System
GMD	Gate Management System
GMP	Guaranteed Maximum Price
GSE	Ground Service Equipment
IMTG	Information Technology Group (LAWA)
IPW	Inspector of Public Works
IT	Information Technology
LA/VNY	Van Nuys Airport
LACDPW	Los Angeles County Department of Public Works
LADOT	Los Angeles Department of Transportation
LAFD	Los Angeles Fire Department
LAGSD	Los Angeles Department of General Services
LAMC	Los Angeles Municipal Code
LAPD	Los Angeles Police Department
LAWA	Los Angeles World Airports
LAX	Los Angeles International Airport
MOS	Modification of Standards
MPOE	Main Point of Entry
MTA	Metropolitan Transportation Authority (of Los Angeles County)
MWD	Metropolitan Water District
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination Permit
NWS	National Weather Service
NTP	Notice to Proceed
OBE	Other Business Enterprise
OCC	BCA Office of Contract Compliance
OPS	Operations Division
OSA	Office of the State Architect
PDG	Planning and Development Group
PWL	Percent Within Limits
QA	Quality Assurance

QC	Quality Control
RF	Radio Frequency
RFI	Request for Information
ROM	Rough Order of Magnitude
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SCG	Southern California Gas Company
SCRRA	Southern California Regional Rail Authority
SIDA	Security Identification Display Area
SSCP	Security Screening Checkpoint
SSI	Sensitive Security Information
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
TSA	Transportation Security Administration
USA	Underground Service Alert
USCBP	United States Customs and Border Protection
USDA	United States Department of Agriculture
USDOT	United States Department of Transportation
USFWS	United States Fish and Wildlife Service
USPHS	United States Public Health Inspection Service
VDC	Virtual Design and Construction
WATCH	Work Area Traffic Control Handbook
WWECP	Wet Weather Erosion Control Plan

GC- 5. INVALIDATION OF A CONDITION

- A. In the event any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained, which shall be granted full force and effect and interpreted to implement the lawful intent of the Contract Documents.
- B. It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

GC- 6. NO ALTERATION OF CONTRACT TERMS

Design/Builder has no authority to alter, modify, amend, or change the terms of this Contract or any agreement entered into with LAWA or any agreement for any work to be performed on or relating to this Project, except by an executed Change Order executed in compliance with the Contract and subject to the limits on Change Orders expressed in the Contract.

GC-7. CONTRACT BONDS

- A. The Design/Builder shall file surety bonds with LAWA to be approved by the office of the City Attorney, Airport Division in the amount and for the purposes noted below. Bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who

is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Design/Builder shall pay all bond premiums, costs, and incidentals.

- B. Each bond shall incorporate, by reference, the Contract and be signed by both the Design/Builder and surety and the signature of the authorized agent of the surety shall be notarized.
- C. The Design/Builder shall provide Payment and Performance bonds on forms provided by LAWA. The "Payment Bond" (Material and Labor bond) shall be for 100 percent (100%) of the Contract price, as amended from time to time, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The bond shall comply with §3248 of the California Civil Code.
- D. The Performance Bond shall be for one hundred percent (100%) of the Contract price as amended from time to time. The Design/Builder shall submit all bonds within fifteen (15) days of the award of Contract.
- E. Should any bond become insufficient, the Design/Builder shall renew the bond within ten (10) days after receiving notice from LAWA.
- F. Should any surety at any time be unsatisfactory to the City, notice will be given the Design/Builder to that effect. No further payment shall be deemed due or will be made under the Contract until a new surety shall qualify and be accepted by the City.
- G. Changes in the Work or extensions of time made pursuant to the Contract shall in no way release the Design/Builder or surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

GC- 8. INDEPENDENT CONTRACTOR

It is the express intention of the parties that the Design/Builder is an independent contractor and not an employee, agent, joint venture partner or partner of the City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Design/Builder and the City, or between the Design/Builder and any official, agent, or employee of the City.

GC- 9. SUBCONTRACTS

- A. The Design/Builder recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work in a fair and reasonable manner and to maintain fair and open competition. As such, all Work, except for services which are a part of the Design/Builder's self-performance of the General Conditions, shall be procured based upon either Competitive Bids awarded to the lowest responsive and responsible bidder or through the use of a Competitive Sealed Proposal Selection Process (CSPSP), awarded to proposers providing the best value to the City as defined below. Design/Builder shall utilize mandatory inclusivity goals consistent with LAWA's inclusivity requirement programs as listed in the Contract Documents.
- B. The Design/Builder shall develop lists of possible bidders or proposers to solicit bids or competitive sealed proposals (proposals) for the work package(s). The Design/Builder shall conduct an outreach effort to attract broad interest among qualified firms. At a minimum, the Design/Builder shall use three (3) different publications and/or other industry standard

outreach vehicles to advertise each work package and each work package shall be advertised for a minimum of two (2) weeks, unless otherwise specified by LAWA. It shall be the responsibility of the Design/Builder to contact potential bidders or proposers to develop a sufficient pool of bidders. The Design/Builder shall maintain evidence of such outreach.

- C. If the Design/Builder is proposing to use a prequalification process, the Design/Builder shall provide subcontractor prequalification criteria to LAWA for review. Prequalification criteria shall be consistent with those published by the California Department of Industrial Relations. Prequalification criteria shall be submitted in writing to LAWA for its review prior to use. LAWA will confirm that such prequalification criteria are fair and reasonable. LAWA may request notification of the Design/Builder's prequalification selections, before notification is made to any subcontractor of those selections. Use of a prequalification process does not preclude Design/Builder from further shortlisting during a CSPA process.
- D. For proposals, the Design/Builder requests for proposals shall be submitted to LAWA for review and approval. The requests for proposal shall include as a minimum, the following:
 - 1. Detailed scope of services
 - 2. Qualifications and experience of proposers
 - 3. Proposal content requirements
 - 4. Terms of the proposal
 - 5. Submission instructions
 - 6. Evaluation criteria
 - 7. All legal, administrative and contractual information and requirements
- E. The Design/Builder shall secure the commitment to bid or propose on each Work Package from a minimum of three (3) firms for each trade depending on the approved packaging in the Procurement Plan, unless the Design/Builder elects to self-perform that work as permitted herein. The Design/Builder shall invite LAWA in writing five (5) days prior to all pre-bid or pre-proposal conferences, outreach events, bid openings, proposal reviews and scope and selection interviews (if conducted) for each work package.
 - 1. Instructions to Bidders and Proposers in each work package shall be clear and precise and reviewed by LAWA before solicitation.
 - 2. The Design/Builder shall ensure that subcontractors understand that all items in the Instructions to Bidders and Instructions to Proposers must be submitted at the time the bid or proposal is due in the manner of the detailed format requested. If there are gaps in the itemized pricing list as requested but the grand total is shown as inclusive of these items, the Design/Builder shall have the subcontractor resubmit the itemized list, dated and initialed by the subcontractor.
 - 3. Subcontractors shall have an EMR (Experience Modification Rate/Rating) of less than 1.0 to qualify for award. In lieu of a EMR of less than 1.0, subcontractors may have an EMR between 1.00 and 1.25. LAWA may modify this requirement on a case specific basis.
- F. To the extent the Design/Builder chooses to utilize mandatory inclusivity ~~SBE and LBE~~ levels, the inclusivity ~~SBE and LBE~~ levels for each CGMP must meet the inclusivity ~~SBE and LBE~~ levels of participation given by LAWA to the Design/Builder for this Contract, unless otherwise specified by LAWA.

The inclusivity levels for each CGMP must meet the inclusivity levels of participation given by LAWA

- G. The Design/Builder shall respond to request for proposal and bid questions and issue addenda as necessary during the bid and proposal preparation periods and at the pre-bid or pre-proposal conferences and walk-throughs. When needed, the Design/Builder shall consult with LAWA to address the questions and addenda.
- H. In the event that the Design/Builder obtains fewer than three bids or proposals, it shall provide LAWA with a written justification of its efforts to obtain competition and, if it recommends that it should proceed to award the subcontract with fewer than three (3) bidders or proposers, the justification therefore. No award shall be made where there are fewer than three (3) bidders or proposers without LAWA's concurrence. Any sole source award must be issued consistent with Public Contract Code Section 3400 et seq. The Design/Builder should be aware that approval of an award may be delayed when less than three (3) bids are obtained.
- I. LAWA shall be given reasonable and sufficient notice of bid openings or proposal submissions for all subcontracts. The Design/Builder shall provide a written Procurement Plan that identifies the various work packages and the Design/Builder's approach to procuring each. The Design/Builder shall submit to LAWA a written copy of the cost estimated budget for that work package two (2) days before the date the bids or proposals are due. Bid openings and proposal reviews are to be held with LAWA present.
- J. Upon receipt of bids or proposals:
 - 1. The Design/Builder shall record all bids or proposals received and provide recording sheets to LAWA staff during the bid opening or proposal review that include contractors budget/estimate for the work, the list of bidders or proposers, and any specific bid or proposal requirements that would deem a bidder or proposer non-responsive. The Design/Builder may utilize a system that allows for electronic submission of bids or proposals, provided that said system allows for "sealed" submission of bids or proposals.
 - a. The bids will be tabulated in a pre-approved format which allows for comparison of each GMP budgeted line item for review by the Design/Builder and LAWA. The report shall also indicate all bids received and compare the lowest responsible, responsive bids with the cost estimate for that work package. Bidders should be discouraged from including clarifications and assumptions as these items may render the bidder nonresponsive to the scope requirements.
 - b. For proposals, the Design/Builder will provide a selection criteria scoring sheet, previously approved by LAWA, which tabulates the scores of the proposers. A report shall be generated by the Design/Builder comparing the scores of each proposer, the cost element from each proposer and a comparison of the apparent selected subcontractor with the cost estimate for that work package. The report shall also include results of all pass/fail criteria.
 - 2. The Design/Builder shall analyze the bid results and proposal pricing for potential errors, the spread of bid amounts or pricing components and review the apparent low bids and proposals for responsiveness, responsibility and compliance with the relevant work package. Scoping meetings with the subcontractors are allowed to determine if the bidders or proposers understood the scope of work; however, LAWA shall be present if such meeting takes place.
 - 3. Responsibility is defined as a bidder or proposer that has demonstrated it understands the Scope of Work and has the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the applicable Work at LAX. For proposers, additional attributes may include expertise and experience of key personnel that will be assigned to the project, specific project experience and expertise with references and the

quality of the proposer's submitted project approach and work plan.

4. All non-responsive and non-responsible bids shall be rejected, and the reasons therefore documented and provided to LAWA.
- K. For work packages bid, award shall be made to the responsive and responsible bidder with the lowest bid price. The Design/Builder will notify LAWA in writing of the proposed ~~selected~~ subcontractor, prior to awarding any subcontract, for a quality assurance check. For work packages procured under a request for proposals, award shall be made to the proposer with the lowest ultimate cost to the City as determined through the CSPSP selection process.
- L. The Design/Builder must allow time for the subcontractor approval process. Before making award to a subcontractor or material supplier, the Design/Builder shall obtain approval from LAWA.
- M. All subcontracts will be between the Design/Builder and the subcontractors or suppliers. Subcontracts shall be written to protect LAWA from impacts and claims arising from the work. A copy of every subcontract shall be furnished to LAWA at least five (5) calendar days prior to execution of the subcontract by Design/Builder. The Design/Builder shall be responsible to LAWA for the acts and omissions of its agents and employees, suppliers, subcontractors performing work under a contract with the Design/Builder, and of its lower tier subcontractors, agents or employees.
- N. The Design/Builder shall require each subcontractor of every tier to be bound to the Design/Builder by the terms of the Contract Documents, and to assume toward the Design/Builder all applicable obligations and responsibilities which the Design/Builder, by these Documents, assumes toward LAWA. Said Contract shall preserve and protect the rights of LAWA under the Contract Documents with respect to the Work to be performed by the subcontractors that the subcontracting thereof will not prejudice such rights. The Design/Builder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents and the Design/Builder's Summary Schedule, to which the subcontractor shall similarly make copies of such Contract Documents available to their subcontractors of every tier. Subcontractors also shall be provided access to all RFI's, Schedule Updates, and any other information that arises during the performance of the work. No subcontract or purchase order shall bind or purport to bind LAWA. Each subcontract or purchase order shall provide, without requiring the prior consent of the relevant subcontractor or supplier, for assignment and delegation of such subcontract or purchase order by Design/Builder to LAWA in the event of a Design/Builder Event of Default.
- O. The Design/Builder shall make no substitution for any subcontractor, person or entity previously selected without the prior written concurrence of LAWA.
- P. Savings and losses resulting from the purchase or buyout of the Work will be tracked separately from the Design/Builder Contingency through the use of a Subcontracts Buyout Fund (SBF). To the extent the Design/Builder experiences an aggregate loss from this fund in buyout of the Work; the Design/Builder may fund the loss from the Contractor Contingency with concurrence from LAWA. To the extent the Design/Builder experiences an aggregate savings to this fund in buyout of the Work; the Design/Builder, at a mutually agreeable time may transfer the savings to LAWA or, to an underfunded allowance or contractor contingency with the approval of LAWA.
- Q. All remaining Work budget in the Design/Builder's "Cost of Work" upon completion revert to LAWA.

GC-10. DESIGN/BUILDER'S REPRESENTATIONS, SERVICES AND RESPONSIBILITIES

- A. The Design/Builder makes certain representations in the Contract Documents, including without limitation, the representations in this clause. Design/Builder is deemed to make these representations by and as a condition of submission of Design/Builder's proposal. The Design/Builder agrees that it has single point responsibility for the design, preconstruction and construction of this Project. Following award and execution of the Contract, these representations are deemed republished throughout the performance of the Work of the Contract and shall also be treated as express warranties.
1. The Design/Builder has at the time of proposal, and will throughout performance, carefully and adequately reviewed the Contract Documents and acknowledges that these Contract Documents establish the scope, level of quality, design and construction intent and the procedures for the Design/Builder's design and construction of the Work to a state of 100% completion. The Design/Builder shall have experience with building and safety codes, rules, and regulations of local authorities having jurisdiction, such as LADBS, LADWP, CALTRANS, etc., and shall carefully study and compare each of the Contract Documents with the others and with information furnished by LAWA, and shall promptly report in writing to LAWA any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with program performance requirements or applicable code requirements observed by the Design/Builder.
 2. The Design/Builder has at the time of proposal, and will throughout the performance, carefully examine the Project Site and the adjacent areas, has adequately investigated the nature and location of the Work to be performed and has satisfied itself and will continue to satisfy itself as to the general and local conditions which will be applicable, including but not limited to:
 - a. Conditions related to Project Site access and to the transportation, disposal, handling and storage of materials;
 - b. The availability of labor, construction materials, water, power and access;
 - c. Observable physical conditions at the Project Site and existing Project Site Conditions;
 - d. The surface conditions of the ground; and
 - e. The character and availability of the equipment and facilities which will be needed prior to and during the performance of the construction work
 3. The Design/Builder has at the time of proposal, and will throughout performance, have the experience and capability to efficiently and expeditiously accomplish the Work required under this Contract in a timely and satisfactory manner and at the standard of practice of a Design/Builder with substantial experience in the Work of the Contract.
 4. Design/Builder shall supervise, coordinate, and direct the Work using Design/Builder's best skill and attention. The Design/Builder shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work.
 5. The Design/Builder shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.
 6. The Design/Builder shall at all times insure project community concerns as outlined in the Contract Documents are implemented and the performance is consistent with the intent

of the requirements.

7. The Design/Builder shall at all times maintain good discipline and order among its employees and subcontractors. Design/Builder shall provide competent, fully qualified personnel to perform the Work.
8. The Design/Builder shall be solely responsible for any and all design errors including, without limitation, errors, inconsistencies or omissions in the Construction Documents. The Design/Builder shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Design/Builder before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to LAWA.
9. The Design/Builder further represents and warrants it will continuously furnish the necessary, appropriate and competent personnel to complete the Project in a timely manner as required in this Contract and that such personnel have the experience and expertise levels to adequately perform the work. Design/Builder's representations and warranties stated herein, shall also apply to the Design/Builder's subcontractors at every tier.
10. Design/Builder Superintendent
 - a. The Design/Builder shall employ a competent Superintendent satisfactory to LAWA who shall be in attendance at the Project site at all times during the performance of the Construction Work. The Superintendent shall represent the Design/Builder and communications given to, and received from, the Superintendent shall be binding on Design/Builder. Failure to maintain a Superintendent on the Project site at all times Work is in progress shall be considered a material breach of this Contract, entitling LAWA to terminate the Contract or, alternatively, issue a stop work order until the Superintendent is on the Project site. If, by virtue of issuance of said stop work order, Design/Builder fails to complete the Contract on time, Design/Builder will be assessed Liquidated Damages in accordance with the Contract.
 - b. The Superintendent approved for the Project must be able to read, write and verbally communicate fluently in English. The Superintendent may not perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the Construction Work at the Project site when Work is in progress. In addition, the Design/Builder will provide all Key Personnel shown in the Exhibits for the time periods stipulated.
11. Throughout the performance of the Work, LAWA shall be entitled to rely on the Design/Builder's and Subcontractor's representations and warranties herein, and LAWA shall not suffer any prejudice should such reliance thereafter prove mistaken to include without limitation, any mistaken approvals of Work not meeting the requirements of the Contract Documents.
12. LAWA does not assume any obligation to employ the Design/Builder's services or pay Design/Builder royalties of any type as to future programs that may result from the Work performed under this Contract.

B. Legal Requirements

1. Design/Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
2. The Contract Price and/or Contract Time(s) shall be adjusted to compensate

Design/Builder for the effects of any changes in the Legal Requirements enacted after the date of the Contract affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Contract, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design/Builder is required to make to the Construction Documents because of changes in Legal Requirements.

C. Standard of Care.

1. All work performed in connection with this Contract shall be performed in a manner consistent with the standard of care ordinarily exercised by those who provide architectural, engineering, planning and design services for projects of similar size, scope and complexity for international, medium to large commercial United States airports or, if applicable, with respect to specialized services, the standard of care ordinarily exercised by those who specialize in such specialty services. In addition, all work is to be performed within the standard of care for California architects, engineers, planners and designers. Neither review nor approval of Design/Builder's work by City, any employee of City, Program Manager, any employee of LAWA, or any other person shall in any way relieve Design/Builder from its duty to utilize this standard of care in the performance of its duties. Design/Builder agrees to provide its professional services in a manner that is in the City's economic and governmental best interests, consistent with this standard of care and the Design/Builder's professional obligations.
2. The Design/Builder shall assure the standard of care provided for is set by providing effective supervision and peer review as necessary to provide for quality control and quality assurance of the design.
3. The Design/Builder may use funds from the Design/Builder Contingency to promptly correct each and every design error and/or omission and resulting construction for which it is responsible, whether or not the result of failure to meet the standard of care, and whether committed by it or a subcontractor or sub-subcontractor of it. The Design/Builder's obligation in this regard is in addition to all other legal and contractual obligations of the Design/Builder.

D. Qualifications. The Design/Builder represents it has the proper business and professional background, knowledge, experience and expertise necessary to perform the Work. Design/Builder further represents that it and all Design/Builder's subcontractors possess all required professional licenses in the State of California to perform the Work necessary for the Project.

1. The Design/Builder ensures its staff has been trained and is competent with Design Build Industry standards, practices, and principles.

E. Design/Builder understands the importance of and shall endeavour to approach the Project with the requirement to maintain airport operations, passenger convenience, airport tenant and user functionality as well as federal and other agency coordination and approval in a thoughtful, well planned and cost effective manner. Design/Builder shall plan for and assist City to take appropriate actions to minimize the impacts to LAX passengers as components of the Project are implemented.

F. The Design/Builder shall manage its designated Project with the goal of achieving timely results, protecting the City's operational and financial interests, and balancing diverse stakeholder requirements.

G. Professional Design Services and Construction Documents

1. Design/Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by the Design/Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, for the preparation of the required drawings, specifications and other design submittals to permit the Design/Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between LAWA and any Design Consultant.
2. Upon receipt of the Notice to Proceed, the Design/Builder shall instruct the Designer of Record to commence design related activities in accordance with the Contract Documents and the Scope of Work. The Construction Documents shall provide information in sufficient detail and customarily necessary in documents for projects of similar size, complexity, and quality. The Construction Documents shall include all information required to conform to the Contract.
3. The Design/Builder shall submit to LAWA Construction Documents setting forth in detail drawings, models and specifications prescribing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions; as such submissions may have been modified in design review meetings and recorded in the meeting's minutes. The parties shall have design review meetings to discuss, and LAWA shall review, the Construction Documents in accordance with the procedures set forth in the Contract. The Design/Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to LAWA prior to commencement of construction.
4. The Design/Builder shall coordinate the design effort, to the extent necessary with collateral projects. The coordination shall not be limited and may include exchange of spatial and survey information, coordination of code information and other aspects of the design that fulfills the interdependency needs of the projects involved.
5. However, it is acknowledged by the parties hereto that inherent in a design build concept, bridging or otherwise, the production and review of Construction Documents may be a continuing process with portions thereof completed at different times. The Design/Builder will limit the Construction Document work packages for construction to a reasonable number, not more than that stipulated in the Contract, unless approved in writing by LAWA. Contract Schedule shall indicate the times for LAWA to review the completion of each such portion of the Construction Documents and a reasonable time for review of same.
6. Design/Builder and LAWA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that LAWA may wish to review, which interim design submissions may include design criteria, drawings, models, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the contract procurement and the design process set forth in this Section. On or about the time of the scheduled submissions, Design/Builder and LAWA shall meet and confer about the submissions, with Design/Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design deliverables. Following the meeting, LAWA shall review the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design/Builder's schedule.
7. The Design/Builder shall schedule and submit completed packages of the Construction Documents for review by LAWA and all permitting Agencies having Jurisdiction in a timely

manner that does not have an adverse effect to the schedule..

8. LAWA's review of the construction documents shall be conducted in accordance with the approved Schedule. Such review shall not relieve the Design/Builder from its responsibilities under this Contract. Such review shall not be deemed an approval or waiver by LAWA of any deviation from, or of the Design/Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted by the Design/Builder and approved by LAWA.
9. LAWA's review and approval of interim and final design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents that meet the requirements of the Work. Neither LAWA's review nor approval of any interim or final design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design/Builder to LAWA.
10. LAWA may request that Design/Builder prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.
11. Design/Builder shall be responsible for all plotting, printing, copying and distribution cost of any and all documents required in connection with the Work, unless otherwise covered in an allowance.

H. Design/Builder's Construction Services

1. Unless otherwise provided in the Contract Documents to be the responsibility of LAWA or a separate contract, Design/Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, commissioning, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design/Builder to complete the Work in accordance with the Contract Documents.
2. Design/Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents.
3. Design/Builder assumes responsibility to LAWA for the proper performance of the Work of Subcontractors at every tier and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between LAWA and any Subcontractor of any tier, including but not limited to any third-party beneficiary rights.
4. Design/Builder shall coordinate the activities of all Subcontractors. The Design/Builder is shall also plan, cooperate and coordinate all construction related activities with separate contractors under LAWA's control so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
5. Design/Builder shall keep the Project Site free from debris, trash and construction wastes to permit Design/Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Design/Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof in accordance with LAWA's Safety Program.

I. Safety

1. Design/Builder and Subcontractors shall comply with all Legal Requirements relating to

safety, as well as LAWA's Safety Program set forth in the Contract Documents. Design/Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to LAWA and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2. Design/Builder's responsibility for safety under this Section is not intended in any way to relieve Subcontractors of any tier of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

GC-11. THE DESIGN/BUILDER'S REPRESENTATIVE

- A. Before starting work, the Design/Builder, even if a joint venture, shall designate in writing one (1) representative who shall have complete authority to act for it and who shall have experience in the executive management of at least one complete project of similar scope, value and complexity, and using a similar project delivery model. Alternative representatives may be designated as well.
 1. The representative or the alternate designated as the project representative shall be present at the Project Site whenever work is in progress or whenever work including but not limited to planning, surveying, design, coordination, construction, inspection, commissioning and closeout work is in progress or whenever it is necessary to take measures to protect the Work, persons, or property.
 2. Any order of communication given to this representative shall be deemed delivered to the Design/Builder.
 - a. In the absence of the Design/Builder's representative, instructions or directions shall be given by LAWA to the Design/Builder's Superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Design/Builder or its representative.
 3. The Design/Builder, its representative, and its alternative representative(s) shall have experience with building and safety codes, rules, and regulations of local authorities having jurisdiction, such as LADBS, LADWP, CALTRANS, etc.
 4. The Design/Builder, its representative, and its alternative representative(s) shall have knowledge and experience working with City of Los Angeles.
- B. In order to communicate with LAWA, the Design/Builder's representative, Superintendent, or person in charge of specific work shall be able to speak, read, and write fluently in the English language.
- C. LAWA reserves the right to:
 1. Disapprove any candidate named as the Design/Builder's representative or alternate who fails to meet the provisions set forth herein.
 2. Remove, without any right to work on the Project, either the Design/Builder's representative or alternate, who in the sole opinion of LAWA has demonstrated incompetence, an inability to meet these requirements, or other unsuitability to perform supervision of the Work; and that individual shall not, without permission of LAWA, be re-employed on the Project.

- D. If the Design/Builder's representative or alternate leaves the employ of the Design/Builder, the Design/Builder will be required to replace the individual(s) within fifteen (15) days and to fulfill the requirements of this Subsection. In the interim, an acceptable "Acting Representative" must be named by the Design/Builder.
- E. Failure to have the Design/Builder's approved representative or designated alternate representative present at the Project Site (as defined in GC-03) at all times while work under the Contract is in progress shall at LAWA's sole discretion constitute suspension of the Work by the Design/Builder, until such time as said individual(s) is(are) again present at the Project Site.
- F. No payment or any extension of time will be allowed for any work performed in the absence of Design/Builder's representative or alternate.

GC- 12.AUTHORITY OF THE BOARD AND LAWA

- A. Within the scope of the Contract, LAWA has the authority to enforce compliance with the Contract Documents. The decision of LAWA is final on all questions relating to quantities; the approval of accredited testing labs; the acceptability of materials, quality of work and equipment; execution, progress, or sequence of work; and interpretation of the Plans, Specifications, or other drawings.
- B. The Design/Builder should be aware and plan accordingly, that change orders over a certain value (generally \$150,000) require Board approval which will result in an increase in the approval time for changes over this value.
- C. LAWA's liability under this Contract, if any, shall only be to the extent of and shall never exceed the then present appropriation of funds to this Contract.
- D. Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated herein, and in order for LAWA to comply with its governing legal requirements, LAWA shall have no obligation to make any payments to the Design/Builder unless the Board shall have first made an appropriation of funds equal to, or in excess of, LAWA's obligation to make any payments as provided in this Contract. LAWA shall have no obligation to pay for any services provided by the Design/Builder, purchases made by the Design/Builder, or expenses incurred by the Design/Builder, in excess of said appropriation(s), notwithstanding any authorization by Executive Director or LAWA representatives. The Design/Builder shall have no obligation to provide services, nor to incur any expenses, in excess of the appropriated amount(s) until the Board appropriates additional funds for this Contract.

GC-13.OWNER-FURNISHED DOCUMENTS, SPECIFICATIONS AND ELECTRONIC DATA

- A. The parties recognize that the Contract Documents, including drawings, specifications, three-dimensional models (such as Building Information Models), standards and other Work Product may be transmitted among LAWA, the Design/Builder and other stakeholders via electronic media in addition to paper hard copies (collectively "Electronic Data").
- B. Transmission of Electronic Data
 - 1. LAWA and Design/Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

2. Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Contract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.
3. By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in the Contract. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

C. Electronic Data Protocol

1. The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in the Contract.
2. Electronic Data will be transmitted in the format agreed upon in this section, including file conventions and document properties, unless prior arrangements are made in advance in writing.
3. The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.
4. The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data; however, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

- D. LAWA Furnished Documents and Specifications: Where applicable, LAWA will furnish one electronic and one reproducible copy of the Contract Documents. The Design/Builder shall, upon receipt thereof, check all documents furnished and shall promptly notify LAWA of any missing documents or additional information or drawings required.

GC-14. OWNERSHIP AND USE OF CONTRACT WORK PRODUCTS

- A. Ownership. All Work Products originated and prepared by Design/Builder or its sub-contractors of any tier under this Contract shall be and remain the property of LAWA for its use in any manner it deems appropriate; provided, however, that any use unintended under the Contract, or modification or alteration of the Work Products without the direct involvement of the Design/Builder shall be without Liability to Design/Builder. Work Products are all works,

tangible or not, created under this Contract for LAWA including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property therein. To the extent applicable under the U.S. Copyright Act, all works created by Design/Builder under this Contract are work-made-for-hire created for the sole benefit and ownership of LAWA. LAWA hereby grants to Design/Builder a license, revocable at will of City, to use and copy such documents during the term of this Contract for the sole purpose of performing the Services. All copies of tangible materials or writings embodying such intellectual properties shall be turned over to City upon termination of this Contract or completion of work pursuant to this Contract. Design/Builder hereby assigns, and agrees to assign to City, all goodwill, copyrights and trademarks in all Work Products originated and prepared by Design/Builder under this Contract. Design/Builder further agrees to execute any documents necessary for LAWA to perfect, memorialize, or record LAWA's ownership of rights provided herein. This paragraph shall survive expiration or termination of this Contract.

- B. **Obligation on Subcontractor.** Any subcontract entered into by Design/Builder relating to this Contract, to the extent allowed hereunder, shall include a like provision (on City's ownership in Work Products) for work to be performed under this Contract to Contractually bind or otherwise oblige its subcontractor performing work under this Contract such that LAWA's ownership rights of all Work Products are preserved and protected as intended herein. Failure of Design/Builder to comply with this requirement or to obtain the compliance of its subcontractor with such obligations shall subject Design/Builder to all remedies allowed under law and termination of this Contract.
- C. **Use of Work Products and Trade Secrets by Third Parties.** Design/Builder shall not make available, provide or disclose any Work Product to any third party without prior written consent of LAWA. Design/Builder further agrees that it will not disclose nor cause others to disclose any of City's trade secrets or other potentially patentable matters including inventions, discoveries, improvements, and methods, developed during the performance of this Contract. Design/Builder shall be liable for any loss of patentable rights as a result of such disclosure whether such disclosure is inadvertent or not.
- D. **No Transfer of Pre-Existing Intellectual Property.** Nothing herein may be construed to transfer to LAWA any ownership, interest or right in any of the Design/Builder's intellectual property, trade secrets or know-how that is pre-existing before commencement of this Contract, or that is derived independent of Design/Builder's performance of this Contract.
- E. **Non-Infringement Warranty.** Design/Builder hereby represents and warrants that performance of all obligations under this Contract does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information. This section shall survive expiration or termination of this Contract.
- F. **In Design/Builder's defense of the City Defendants, negotiation, compromise, and settlement of any such infringement Action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.**
- G. **Where any Work Product furnished by Design/Builder is in a form of software or firmware ("Vehicle"), and if any part of the such Vehicle**
 - 1. becomes the subject of an Action,

2. is adjudicated as infringing a third party's Intellectual Property right, or
3. has its use enjoined or license terminated; Design/Builder shall, with the City's consent, do one of the following immediately at the Design/Builder's expense:
 - a. Procure for the City the right to continue using said part of the Vehicle; or
 - b. Replace the Vehicle with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the City or diminish the intended benefits and use of the Work Product by the City under the specifications herein.

- H. Rights and remedies available to the City hereinabove shall survive the expiration or other termination of this Contract. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This Paragraph shall survive the expiration or other termination of this Contract.
- I. Design/Builder Trade Secrets. Trade Secrets, as used in this Contract, are defined in California Government Code Section 6254.7 and California Evidence Code section 1061(a)(1) and may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabrication, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. No Work products or deliverables created and delivered to City under this Contract may constitute Trade Secrets of Design/Builder.
- J. Design/Builder hereby stipulates that City is not nor expected to be in possession of any of Design/Builder's Trade Secrets. In the unlikely event that Design/Builder reveals any of its trade Secrets (that is so marked conspicuously on every page) to City to further the intent and purpose of this Contract and so notifies City in writing that it has revealed its Trade Secrets to City, then City agrees to notify Design/Builder of any request made pursuant to the California Public Records Act, Cal. Gov. Code, § 6250 et seq., ("CPRA") that included Design/Builder's Trade Secrets. City may disclose any of Design/Builder's Trade Secrets if Design/Builder does not object in writing to LAWA after ten (10) calendar days from the notice mailing date by LAWA to Design/Builder of the CPRA request.
- K. Unless expressly stated otherwise, for all pre-existing third-party and Design/Builder's intellectual property (if any), including software, required to operate or use any Work Product delivered by Design/Builder, Design/Builder hereby grants and will cause others to grant City (including its agents and consultants) a royalty-paid, perpetual, irrevocable license to use such pre-existing intellectual property internally by LAWA (including its agents and consultants).

GC-15. WORK FORCE

- A. Only competent, qualified professionals and workers shall be employed on the Work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, or displays any behaviour that violates the terms associated with having an Airport I.D. Badge shall be immediately removed from the Work by the Design/Builder and will not be reemployed on the Work.
- B. The Design/Builder's employees shall be restricted to immediate work areas at the Project

Site, and shall not go beyond work limits or access routes, except as otherwise approved in writing by LAWA.

- C. Key Personnel identified in the Proposal and accepted by LAWA shall not be reassigned or removed from the Project for the scheduled duration of an identified position without expressed written approval from LAWA. Should such a reassignment or removal occur without LAWA's written approval, the Design/Builder shall be assessed a penalty of one hundred thousand dollars (\$100,000), which will be assessed on the next application for payment. This requirement does not apply should key personnel terminate their own employment and separate from the company, its subsidiaries or parent companies; or, should key personnel be terminated for cause or removed due to extended illness, disability or death.

GC-16. COORDINATION

- A. The Design/Builder shall prepare for approval a Project Logistical Work Plan during Phase 1 of the Project, which will identify, assign and organize all the coordination efforts necessary to execute the design and construction of the Work. This plan shall be updated and reviewed continually to ensure effective communication with LAWA, stakeholders, Authorities having Jurisdiction, etc.
- B. Collateral Work: In order to support the Project's coordination efforts, the Design/Builder shall work with LAWA and will incorporate the actions, activities and design of collateral projects through communication and meetings to effectively perform the Work and minimize and/or mitigate any claim of extra work, additional compensation or time extensions related to the Collateral Work.
 - 1. LAWA, Utility Companies, Federal Agencies, concessionaires, TSA, or any of LAWA's tenants may, with LAWA's consent, perform construction or operations related to the Project with its own forces, or award separate concurrent prime contracts in connection with other portions of the Project or other construction or operations, on the Project Site or areas contiguous to the Project Site, or have other works performed by utility owners or service providers.
 - 2. LAWA shall provide its own forces to assist the Design Bulder in the coordination of the activities and schedule of the "Other Contractor's" with the Work of the Design/Builder, who shall cooperate with "Other Contractors", provide concurrent coordinated Project Site access, and coordinate right-of-way paths for the Work.
 - 3. The Design/Builder shall plan and coordinate its work with the work of "Other Contractors", whether concurrent or not and shall consider their schedules and access milestones and interface milestones in the formulation of its own design, preconstruction and construction schedules. Prior to each weekly progress meeting, the Design/Builder shall convene coordination meetings with "Other Contractors", LAWA (if LAWA is performing work with its own forces at the Project Site), LAWA's consultants (only if requested by LAWA), and utility owners (where utility owners are performing works at the Project Site), for the purpose of design coordination, schedule coordination, analysis and review of their respective schedules in order to avoid errors and omissions, worker congestion, disruption, delay, interferences and inefficiencies. The Design/Builder and the "Other Contractors" shall make revisions to their respective schedules deemed necessary after a joint review and mutual agreement with LAWA. LAWA shall have the right to participate in these coordination meetings. Schedules reviewed and coordinated at these coordination meetings and presented at the weekly Project progress meetings shall then constitute the as-revised schedules to be used by the Design/Builder, "Other Contractors",

and LAWA until subsequently revised and approved, unless LAWA in its discretion directs otherwise.

4. The Design/Builder working with the Authorities having Jurisdiction, utilities (public and private) and appropriate agencies shall develop and coordinate the necessary applications and submittals to attain all required permits to perform the Work.
5. The Design/Builder shall afford LAWA and "Other Contractors" reasonable and safe access to and across the Project Site and reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work within or adjacent to the Project Site, and shall connect and coordinate the Design/Builder's work with their work as required by the Contract Documents. LAWA may also require that certain facilities and areas be used concurrently by the Design/Builder and "Other Contractors".
6. If any part of the Design/Builder's work depends on the proper execution or results upon the work of LAWA or of any "Other Contractor", or affects, or is affected by, the work of any Other Contractor, the Design/Builder shall monitor and keep itself informed of the progress and details of such work of such "Other Contractor" or LAWA by attendance at coordination meetings no less than weekly, exchanging schedules and look-ahead schedules, conducting phasing reviews as necessary, observation of the Project Site, and communication with "Other Contractors". The Design/Builder shall promptly report in writing to LAWA any apparent discrepancies or defects in such other work that will or may render it unavailable or unsuitable for the Design/Builder to properly perform the Work. Failure by the Design/Builder to promptly report such discrepancies or defects shall constitute acceptance of the other work as fit, proper and ready for integration with the Design/Builder's work, except for latent defects.

C. Coordination

1. The Design/Builder shall designate a contact person(s) for coordination with LAWA, utility companies, "Other Contractors", Federal Agencies, concessionaires, TSA, or any of LAWA's tenant's. The contact person(s) shall have the authority to make decisions for the Design/Builder and shall have binding signatory power for changes in work. The contact person(s) and or their designee shall be on the Project Site at all times during work activity.
2. The Design/Builder shall plan, design, coordinate, sequence, and organize its work so as to minimize the inconvenience and disruption to the general public to the greatest extent reasonable. During the design and preconstruction, the Design/Builder shall coordinate with LAWA, stakeholders, tenants and Jurisdictions having Authority, to prepare all necessary coordination plans and documents necessary. Such coordination and mitigation shall include dissemination of information and meeting with or notification to the parties who will be affected by the Work, as appropriate, and shall be undertaken in cooperation with LAWA, and in accordance with any specific Contract Document provisions or direction from LAWA.
3. Prior to commencement of construction the Design/Builder shall hold pre-installation coordination meetings and prepare coordination drawings that document the planning of the Work. This process shall ensure the installation of the Work is undertaken in an efficient and professional manner in accordance with the Contract Documents. Coordination activities shall be documented and tracked on the Design/Builder's weekly look-ahead schedule. Any coordination work of sufficient impact shall be reflected on the Project Schedule. The Design/Builder's coordination shall include, but not be limited to, the following:
 - a. Coordinating the space, orientation and installation of design elements to allow for

reasonable installation and maintenance access.

- b. Coordinating the use of Project space and sequence of installation of equipment or other work that is indicated on the Contract Documents. Utilize space efficiently to eliminate conflicts in the installation of the Work and to maximize accessibility for maintenance and repairs.
 - c. When necessary, preparing memoranda for distribution to each party involved in the Work outlining special procedures required for coordination and construction. Including such items as required notices, reports, construction constraints and attendance at meetings.
 - d. Coordinating the schedule and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work.
- 4. The Design/Builder shall obtain the approval of LAWA and notify all other affected persons or "Other Contractors" at least forty-eight (48) hours before starting scheduled work which may block access or otherwise cause undue difficulty to occupants or users of property affected, and shall restore such access to a usable condition or, with LAWA's permission, provide replacement access as soon as possible.
 - 5. The Design/Builder shall provide safe access to and through the Project Site to accommodate LAWA approved tours. When LAWA plans to conduct or authorize a site tour of the Project, LAWA will attempt to give the Design/Builder forty-eight (48) hours advance notice and, if time is available, attempt to make necessary arrangements with the Design/Builder to facilitate the tour and mitigate disruptions to the Design/Builder's operations. Accommodations performed by the Design/Builder for LAWA authorized tours of the Project shall not constitute additional Work to the Contract.
 - 6. The Design/Builder shall obtain necessary information and identify equipment locations and other layouts, as available, to avoid interface conflicts and shall be familiar with applicable codes and requirements and perform its work in compliance therewith.
 - 7. LAWA reserves the right to permit access to the Project Site for the performance of work by "Other Contractors" and persons at such times that LAWA deems proper. The exercise of such reserved right shall in no way or to any extent relieve the Design/Builder from liability for loss and damage to the Work due to or resulting from its operations or from responsibility for complete execution of the Contract. The Design/Builder shall cooperate with "Other Contractors" and persons in all matters requiring common effort. Prior to entering the Project Site, the Design/Builder shall require "Other Contractors" and third parties to sign a LAWA approved form documenting and authorizing Project Site access.
 - 8. The Design/Builder shall coordinate execution of the Work with those public utilities, governmental bodies, private utilities and "Other Contractors" performing work on and adjacent to the Project Site. The Design/Builder shall eliminate or minimize delays in the Work and conflicts with those utilities, bodies and Other Contractors.
 - 9. In case of irreconcilable conflict, LAWA will provide direction in LAWA's best interest.
- D. Communication
- 1. An orderly system for communication between LAWA and the Design/Builder is essential to the satisfactory completion of the Work. Communications between the Design/Builder and LAWA shall be in accordance with the provisions of the Contract Documents.
 - 2. LAWA Communications with the Design/Builder - LAWA will transmit, directly or through others, written instructions, responses or other communications to the Design/Builder's

Representative or other persons identified in writing by the Design/Builder to receive such communications. The Design/Builder shall, by a letter to LAWA, designate (by name) one or more staff members to receive oral and written field communications when the Design/Builder's Representative is away from the Project Site and to act as the Design/Builder's Representative's designated representative. During the times that the Design/Builder's Representative may be temporarily absent, a staff member shall be authorized to act immediately on orders or instructions issued by LAWA. If LAWA finds it necessary to communicate with the Design/Builder Personnel authorized to receive such communications and none are available to receive such communications, LAWA may suspend all of the Design/Builder's operations at the Project Site until such communications can be accomplished.

3. The Design/Builder shall submit to LAWA all documents required by the Contract Documents and as requested to provide reports containing information on scope, schedule, budget, progress, quality, safety, issues and risks to the Work.
4. Formal communications from the Design/Builder to LAWA that are necessary for the performance of the Contract, including documents described in the Contract Documents, and any other written communications, will be addressed to the Project Manager, unless otherwise specified in the Contract Documents. All written communications or submittals shall be signed by the Design/Builder's Representative or designee in serialized format, and Design/Builder shall maintain logs available to LAWA for review and reconciliation upon request. Additional requirements regarding submittals are set forth in the Contract Documents.
5. LAWA expects and the Design/Builder agrees that the Design/Builder's Representative is in full charge of all Design/Builder activity on the Project unless the Design/Builder has designated in writing other persons authorized to send and receive formal communications, and the specific authority of such designated persons.

E. Meetings

1. The Design/Builder shall inform LAWA at least forty-eight (48) hours in advance of any Project-related meeting(s) where the Design/Builder intends to have a lawyer present.
2. The Design/Builder shall make arrangements for meetings and prepare agendas with copies for participants. For all meetings between LAWA and the Design/Builder, LAWA will record minutes and distribute.
3. Meetings, as required, will be held for scheduling and coordination of the Work within the requirements of the Contract Documents. In the event conflicts arise, LAWA will make the final decision resolving the conflict in a way to minimize project impact.
4. The Design/Builder will be advised of and shall attend Project meetings as deemed necessary by LAWA.

GC-17. BUSINESS ETHICS

- A. The Design/Builder or their representatives shall not make, or cause to be made, any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to (1) LAWA representatives, employees, or their relatives, or (2) representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with this Project.

- B. The Design/Builder employees (or their relatives), agents, or subcontractors shall not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from any other contractors, subcontractors or suppliers working on this Project or from any LAWA employee, agent or representative.
- C. The Design/Builder agrees to notify a designated LAWA representative within forty-eight (48) hours of any instance where the Design/Builder becomes aware of a failure to comply with the provisions of this clause.

GC-18. DESIGN, MATERIAL AND WORKMANSHIP

- A. The Design/Builder represents and warrants that it is and will be at all times fully qualified and capable of performing the Work. Design/Builder warrants that all construction services shall be performed in accordance with accepted professional standards by professionals with expertise in the construction Work of the Contract Documents, good and sound construction practices, and all requirements of the Contract Documents. The Design/Builder warrants that the construction Work, including but not limited to each item of the materials and equipment incorporated therein, shall meet the appropriate standards of care and be new, of suitable grade of its respective kind for its intended use, and free from defects in materials, construction and workmanship. The Design/Builder warrants that the construction Work shall conform in all respects with all applicable construction requirements of all Applicable Laws as defined herein (to include without limitation federal, state, and local laws, applicable construction codes standards, licenses and permits, and all descriptions set forth therein), and all other requirements of the Contract Documents (such warranty shall extend to all applicable design standards, requirements as well). Design/Builder's representations and warranties regarding the completed construction Work shall not extend to the negligence of others in the specification of specific equipment, materials, design standards and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. All materials and work quality shall be subject to LAWA's approval. The Design/Builder may supply any of the materials specified or offer an equivalent. LAWA will determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for LAWA to make this determination.
- C. Material and work quality not conforming to the requirements of the Contract Documents shall be considered defective and will be subject to rejection. When LAWA so directs, Design/Builder shall immediately remove defective work or material from the Project Site, whether in place or not, at the Design/Builder's expense. No adjustments to the GMP or CGMP will be allowed.
- D. If the Design/Builder fails to replace any defective or damaged work or materials after reasonable notice, LAWA will perform this work through an outside Contractor. LAWA will back charge or deduct from the amount to be paid to the Design/Builder the actual expense for such work plus a fee of fifteen percent (15%) for LAWA's administrative costs.
- E. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (ASTM), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract Documents to the same force and effect as if repeated therein.

GC-19. PUBLICITY AND ADVERTISING

- A. Neither the Design/Builder nor its subcontractors or suppliers shall include any reference to the Contract or to the work performed hereunder in any advertising or public relations materials without first obtaining the written approval of LAWA. All information so included shall be factual, and shall in no way imply that the City endorses the Design/Builder or its services or product.
- B. The City shall have the right to photograph, videotape, film or in any other manner record the progress of the Work at any time and to use such materials for any purpose.
- C. No sign will be permitted for advertising the name of the Design/Builder, any member of the Design/Build team or any subcontractor. One neat sign with black lettering on a white background may be used to designate the Design/Builder's shipping and receiving area for this Project. The face of the sign shall not exceed six (6) square feet. This sign shall be subject to approval by LAWA.
- D. No use of information related to the Work is permitted without the written approval of LAWA. The Design/Builder and any of its subcontractors at any tier shall not publish or allow to be published at any time, any photography, videotape, or film without prior written authorization from LAWA.

GC-20. PUBLIC RELATIONS

- A. All inquiries of any kind pertaining to the Contract, presented to the Design/Builder in any form including, but not limited to, electronic, written or oral requests, and originating from any media source, such as the press and other print publications, television or radio networks, the World Wide Web, or instruments thereof, community or public interest groups, or any other social, limited or mass media systems, shall be immediately referred by the Design/Builder to LAWA. The Design/Builder and its subcontractors shall not disseminate information on behalf of LAWA or pertaining to the nature, scope, or details of the Contract without the prior specific written consent of LAWA.
- B. The Design/Builder shall not release information in any manner or form on behalf of LAWA or pertaining to the nature, scope, or details of the Contract in any organized public or private event, setting, or ceremony without the prior specific written consent of LAWA.
- C. The Design/Builder and any of its subcontractors at any tier shall not publish, or allow to be published, any press releases without prior written authorization from LAWA.

GC-21. HAZARDOUS AND OTHER REGULATED SUBSTANCES

- A. Except as otherwise permitted in the Contract Documents, the Design/Builder agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants, or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land, or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to gasoline, aviation, diesel and jet fuels, lubricating oils and solvents.

- B. Except for claims arising from LAWA's sole or active negligence or willful misconduct, the Design/Builder agrees that any damages, penalties or fines levied against LAWA or the City and/or the Design/Builder as a result of noncompliance with any of the above shall be the sole responsibility of the Design/Builder and, further, that the Design/Builder shall indemnify and pay and/or reimburse LAWA or the City for any damages, penalties or fines that LAWA or the City incurs, or pays, as a result of noncompliance with this General Condition.
- C. In the case of any hazardous substance spill, leak, discharge or improper storage on the premises, or contamination of same, by action or inaction of the Design/Builder, or anyone directly or indirectly employed or under contract to the Design/Builder, the Design/Builder agrees to make, or cause to be made, any necessary repairs or corrective actions, as well as to clean up and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination caused in whole or part by the Design/Builder, or by any of its subcontractors, employees, or agents, which affects LAWA's property, or property(ies) of LAWA's tenant(s), the Design/Builder agrees to make, or cause to be made, any necessary repairs, or take corrective actions, to clean-up and remove any such spill, leakage or contamination to the extent required by applicable law or regulation.
- D. If, after reasonable notice, the Design/Builder fails to repair, clean-up, properly dispose of, or take any other corrective action(s) as required by the Contract Documents, LAWA may (but shall not be required to) take all steps it deems reasonably necessary to properly repair, clean-up or otherwise correct the condition(s) resulting from the spill, leak or contamination. Any such repair, clean-up or corrective action(s) taken by LAWA shall be at Design/Builder's sole cost and expense, including any and all costs (including any administrative costs) which LAWA incurs, or pays, as a result of any repair, clean-up or corrective action it takes.
- E. If the Design/Builder installs or uses already installed underground storage tanks, pipelines or other improvements on the specified premises for the storage, distribution, use, treatment or disposal of any hazardous substances, the Design/Builder agrees, upon the expiration and/or termination of this Contract, to remove and/or clean up, at the sole option of LAWA, the above-referred to improvements. Said installation, use, removal and/or clean-up shall be an identified element of the Work and included in the (C)GMP, and shall be undertaken and completed in full compliance with all federal, state and local laws and regulations, as well as in compliance with the reasonable directions of LAWA.
- F. Design/Builder shall promptly supply LAWA with copies of all notices, reports, correspondence and submissions made by the Design/Builder to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up, including all tests results.
- G. Notwithstanding the foregoing sections of this General Condition:
 - 1. The Design/Builder is responsible for addressing hazardous substances only to the extent the presence of such hazardous substances:
 - a. Are encountered or discovered during the performance of the Work or
 - b. Were disclosed to the Design/Builder in writing prior to commencement of the Work.
 - 2. To the extent hazardous substances are discovered that were not introduced to the Project Site by the Design/Builder and not disclosed to or discovered by the Design/Builder prior to commencing the construction stage of the Work, the parties agree that the Design/Builder shall properly address such hazardous substances by removal or other appropriate measure. With respect to the remediation of hazardous substances not disclosed to or discovered by the Design/Builder prior to commencing the construction

stage of the Work, the Design/Builder is entitled to additional compensation. With respect to hazardous substances that the Design/Builder does not introduce to the Project Site, the Design/Builder does not assume liability or responsibility as a “generator”, but the Design/Builder is responsible to the extent the Design/Builder negligently performs the work necessary to properly test, handle, transport or dispose of such hazardous substances.

3. The Design/Builder’s obligation to remediate hazardous substances is limited to the Work identified in the Contract Documents. The Design/Builder has no obligation to identify, abate and/or remediate hazardous substances not directly affected by the Work; however, the Design/Builder will identify, abate and/or remediate hazardous substances not included in the scope of work as directed in writing by LAWA.
 4. The Design/Builder will be compensated for approved additional costs resulting from changes in regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants, or other similarly regulated substances.
- H. LAWA will retain title to all pre-existing hazardous substances removed as part of the Design/Builder’s work, and title shall not transfer to the Design/Builder. LAWA agrees to sign all manifests as owner of all such pre-existing hazardous substances. Hazardous substances introduced onto the Project Site by the Design/Builder shall remain titled to the Design/Builder.
- I. This General Condition and the obligation(s) contained therein, shall survive the expiration or earlier termination of this Contract.

GC-22. PROJECT SITE INVESTIGATION

- A. The Design/Builder shall investigate the Project Site to ascertain conditions affecting necessary procedure and sequence of work operations for execution of the Contract, and to ascertain Project Site conditions, character, quality and quantity of surface and subsurface materials that will be encountered. The Design/Builder shall verify all dimensions in the field and shall check field conditions continuously during construction. LAWA assumes no responsibility whatsoever in respect to the Design/Builder’s interpretation of subsurface investigations. There is no guarantee or warranty, either expressed or implied, that conditions indicated in the Contract Documents, are representative of those existing throughout the Work, or any part of it, or that unexpected developments may not occur.
1. Subsurface Data
 - a. All soil and test hole data, groundwater elevations, and soil analyses shown on the Plans or included in the Contract Documents apply only at the location of the test holes and to the depths indicated. Soil test reports for test holes which have been drilled are available for inspection at the office of LAWA. Additional subsurface exploration may be performed by the Design/Builder as part of the preconstruction stage services.
 - b. The indicated groundwater elevation is that which existed on the date specified in the data. It is the Design/Builder’s responsibility to determine and allow for the groundwater elevation on the date the Work is performed. A difference in groundwater elevation between what is shown in the soil boring logs and what is actually encountered during construction will not be considered as a basis for extra work.
 2. Archaeological and Paleontological Discoveries

- a. If discovery is made of items of archaeological or paleontological interest, the Design/Builder shall immediately cease excavation in the area of discovery and shall not continue until ordered by LAWA. When resumed, excavation operations within the area of discovery shall be as directed by LAWA.
 - b. Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implementations or other artifacts, animal bones, human bones, and fossils.
- B. Refer to the Technical Specifications for additional requirements regarding Project Site Investigations.

GC-23. RIGHTS OF ENTRY

Rights of entry for the Work will be provided by LAWA pursuant to the Contract Documents. Unless otherwise provided in the Contract Documents, the Design/Builder shall make arrangements, pay for, and assume all responsibility for acquiring, using, restoring and disposing of additional work areas and facilities that may be temporarily required to perform the Work. The Design/Builder shall indemnify and hold LAWA harmless from all claims for damages caused by such actions.

GC-24. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

- A. The Design/Builder shall conduct the operations in a manner that avoids injury or damage to adjacent property and improvements. Property such as, but not limited to, buildings, trees, shrubbery, lawns, pole lines, fences, guard rails, guide posts, culvert and Project markers, signs, structures, and other objects on or adjacent to the Project Site, that are not designated for removal, shall be protected from injury or damage. Design/Builder shall videographically document existing conditions prior to erection of barricades and prior to commencement of the work. If damaged or removed due to Design/Builder's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. When ordered by LAWA, the Design/Builder shall provide and install suitable safeguards to protect any object from injury or damage.
- B. The Design/Builder shall comply with all requirements for Project Site use, maintenance, and cleanliness per the Contract Documents. The Design/Builder shall take actions to minimize the disruptions and disturbances to building occupants and adjacent roadways, structures, and airfield areas. The Design/Builder is to abide by all provisions of these Contract Documents regarding protection of existing structures, safety, and maintenance of ingress and egress to the building. The Design/Builder must take any and all measures necessary to maintain cleanliness in both the interior and exterior of all work areas. The Design/Builder is responsible for the repair and/or replacement for any damage caused by the Design/Builder to the premises, the contents therein, or the adjacent areas.
- C. The Design/Builder shall protect existing pavement and pavement edges against damage or marking from equipment with steel tracks and from equipment loaded in excess of the strength of the pavement or pavement edge. Areas and routes used by the Design/Builder or subcontractors shall be restored to their original condition by the Design/Builder before Final Inspection of the Work. The Design/Builder shall protect all existing underground utilities against damage from equipment and equipment loads.
- D. The fact that any improvement or facility is not shown on the plans shall not relieve the Design/Builder of the responsibility to ascertain the existence of any structure that may be

subject to damage by its operations. The Design/Builder shall pay for and satisfactorily repair damage to any object which may be damaged as a result of the operations or negligence of the Design/Builder or subcontractors. If it becomes necessary for LAWA to repair such damage, the Design/Builder shall be billed for and shall pay the actual cost to LAWA for contracting or labor and materials plus fifteen percent (15%) for LAWA administrative costs.

- E. All costs to the Design/Builder for protecting, removing, and restoring existing improvements or new construction shall be included in the (C)GMP.

GC-25. ADA COMPLIANCE

- A. As directly related to the Design/Builder's responsibilities with regard to this Contract, Design/Builder shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Design/Builder. Design/Builder shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of Design/Builder's noncompliance. Further, Design/Builder agrees to cooperate fully with City in its efforts to comply with the Americans with Disabilities Act of 1990 and any amendments thereto, or successor statutes.
- B. Should Design/Builder fail to comply with this Section, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Design/Builder will then be back charged for, or required to reimburse City for, the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.
- C. The Design/Builder shall defend, indemnify and hold harmless LAWA from any third-party claim, complaint, or cause of action (whether by a private party or by a governmental entity) alleging that any part of the Work or the design for the Work fails to comply with any rule, regulation, restriction, ordinance, statute, law and/or order of any federal, state or local governmental entity or court regarding disabled access, including, without limitation, the Americans with Disabilities Act of 1990, the Air Carrier Access Act, Unruh Civil Rights Act (California Civil Code 51, et seq.) and Title 24 of the California Code of Regulations relating to building standards.

GC-26. PUBLIC CONVENIENCE AND SAFETY

- A. The Design/Builder shall conduct all operations in a manner that will cause no interference with normal operation of the Airport. In all operations the Design/Builder shall be governed by the regulations and rules of LAWA and shall cooperate fully with LAWA. All temporary blockages for the movement of construction materials or equipment shall be coordinated with and approved by LAWA at least forty-eight (48) working hours in advance of any closure.
- B. As part of the preconstruction services stage and before finalizing the (C)GMP scope of work, the Design/Builder shall submit to LAWA the proposed Plan for vehicular and pedestrian traffic circulation, including the location and types of signs to be used for review and approval. No construction stage work may begin in the affected area until the vehicular and pedestrian traffic circulation plan is approved.

GC-27. JOINT LIABILITY

If the Design/Builder hereunder is comprised of more than one legal entity, then each such entity shall be jointly and severally liable to LAWA hereunder.

GC-28. CITY HELD HARMLESS

- A. To the fullest extent permitted by law, Design/Builder shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Design/Builder and/or Design/Builder's agents or employees) by reason of injury to, or death of, any person(s) (including Design/Builder and/or Design/Builder's agents or employees), or for damage to, or destruction of, any property (including property of Design/Builder and/or Design/Builder's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Design/Builder's and/or subcontractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees; Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Design/Builder's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Design/Builder to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence; Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Design/Builder's design professional services as defined by California Civil Code section 2782.8, Design/Builder's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Design/Builder's negligence, recklessness or willful misconduct in the performance of the Contract.
- B. In addition, Design/Builder agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Design/Builder violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Design/Builder agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.
- C. In Design/Builder's defense of the City under this *City Held Harmless* Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.
- D. Survival of Indemnities. The provisions of this *City Held Harmless* Section shall remain operative following a termination of all other performance under this Agreement unless specifically extinguished in a writing signed as approved as to form by the Office of the City Attorney.

GC-29. PATENT FEES OR ROYALTIES

- A. The not to exceed (C)GMP shall include any and all license, patent fees, or royalties on any patented article or process furnished or used in the Work through perpetuity.
- B. Design/Builder shall defend at its expense, indemnify and hold harmless the City and any or all of City's commissioners, boards, including the Board of Airport Commissioners, officers, agents, employees, assigns and successors in interest (collectively "City Defendants") in any infringement claim, demand, proceeding, suit or action ("Infringement Action") against City Defendants for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trade-marks, service marks, ideas, concepts, themes, methods, algorithms and other proprietary information or rights (collectively "Intellectual Property Rights"), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Design/Builder or City Defendants in performing the Work under this Contract; or (2) as a result of the City's actual or intended use of any work product furnished by the Design/Builder under the Contract. "Work Product" includes any reports, analyses, hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, or application. Design/Builder also shall indemnify City Defendants against any loss, cost, expense, liability, or damages finally awarded against the City Defendants or settlement as a consequence of such Infringement Action.
- C. In Design/Builder's defence of the City Defendants, negotiation, compromise, and settlement of any such Infringement Action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.
- D. Where any work product furnished by the Design/Builder is in a form of software or firmware ("IP Vehicle"), and if any part of the such IP Vehicle (a) becomes the subject of an Infringement Action, (b) is adjudicated as infringing a third party's Intellectual Property Right, or (c) has its use enjoined or license terminated; Design/Builder shall, with the City's consent, do one of the following immediately. Design/Builder shall at its expense either:
 - 1. Procure for the City the right to continue using said part of the IP Vehicle; OR
 - 2. Replace the IP Vehicle with a functionally equivalent, non-infringing product.
- E. Exercise of any of the above-mentioned options shall not cause undue business interruption to the City or diminish the intended benefits and use of the Work product by the City under the specifications herein.
- F. Rights and remedies available to the City under this Article shall survive the expiration or other termination of this Contract. Further, the rights and remedies are cumulative to those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

GC-30. NO THIRD PARTY BENEFICIARY

It is expressly understood and agreed that the enforcement of the terms and conditions of the Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Design/Builder, and that nothing contained in the Contract shall give or allow any claim or right of action by any other or third person under the Contract. It is the express intention of the City and the Design/Builder that any member of the public, designer, subcontractor, supplier, material man, tradesman, vendor or other person or entity other than the City or the Design/Builder receiving services or benefits under the Contract shall be deemed to be an

incidental beneficiary only. The foregoing shall not, however, impair LAWA's status as a third party or beneficiary of subcontracts of any tier for the performance of work or delivery of services, material or equipment to the Project.

GC-31. GOVERNING LAW; VENUE

Each and every term, condition, or covenant in the Contract is subject to and shall be construed in accordance with the provisions of California law, any applicable federal law, the Los Angeles City Charter, and the ordinances, regulations, codes, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Los Angeles City Charter, Los Angeles Municipal Code and regulations of the City, as the same may be amended from time to time, is hereby expressly incorporated into the Contract as if fully set out in the Contract by this reference. Venue for any action arising under the Contract shall be at the Torrance Branch of the Los Angeles County Superior Court.

GC-32. COMPLIANCE WITH APPLICABLE LAWS

- A. Design/Builder shall at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, City, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations. Design/Builder shall be solely responsible for any and all damages caused and/or penalties levied as the result of the Design/Builder's noncompliance with such enactments.
- B. Should Design/Builder fail to comply with this Section, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Design/Builder will then be back charged for or required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

GC-33. ASSIGNMENT OR TRANSFER STRICTLY PROHIBITED

- A. The Design/Builder shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior written consent of Executive Director.
- B. For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following:
 - 1. If the Design/Builder is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership;
 - 2. If the Design/Builder is a corporation, any cumulative or aggregate sale, transfer, merger, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of the Design/Builder;
 - 3. The dissolution by any means of Design/Builder; and
 - 4. A change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Design/Builder without the written consent of the Executive Director is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee,

pledgee, encumbrancer, or other lien holder, successor, or purchaser.

GC-34. CONFLICT OF INTEREST

The parties agree that no official, officer or employee of LAWA shall have any personal or beneficial interest whatsoever in the services or property described herein.

GC-35. WAIVER

The waiver by LAWA of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

GC-36. SUSPENSION OF WORK

- A. LAWA may suspend all or any part of the Work by written order signed by LAWA ("Suspension Order"), without invalidating the Contract, for such period or periods as it may deem necessary due to:
 - 1. Any reason for the convenience of the City, with or without cause;
 - 2. An order from a state or federal court or a government administrative agency; or
 - 3. The Design/Builder's failure to perform any provision of the Contract Documents.
- B. Upon receipt from LAWA of a Suspension Order, the Design/Builder shall, unless the notice requires otherwise:
 - 1. Immediately discontinue work on the date and to the extent specified in the notice;
 - 2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
 - 3. Promptly make every reasonable effort to obtain suspension in terms satisfactory to LAWA of all orders, subcontracts and rental agreements to the extent they relate to performance of suspended work;
 - 4. Continue to protect and maintain the Work including those portions on which work has been suspended; if the Design/Builder fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, LAWA may elect to do so and back charge or deduct the cost thereof from monies due the Design/Builder. Such actions will not relieve the Design/Builder from liability.
 - 5. Within ~~three (3)~~ seven (7) days of the receipt of the Suspension Order, submit a suspension plan to LAWA for acceptance. The plan shall describe how the Design/Builder will store all materials in a manner so that the materials will not become an obstruction or become damaged in any way, what cost effective methods it will employ to prevent damage to or deterioration of the Work and otherwise protect the Work, how suitable drainage will be provided, what temporary structures will be necessary, and how the Design/Builder will prepare for resuming the Work for the least possible remobilization cost. After the plan is accepted, the Design/Builder shall implement it in accordance with instructions received from LAWA; and
 - 6. Take any and all measures to minimize costs associated with such suspension.

- C. Under no circumstance shall a suspension absolve the Design/Builder or the Design/Builder's sureties of the duties and responsibilities guaranteed under the performance and payment bond(s). The Design/Builder shall again proceed with the Work when it is ordered to do so in writing by LAWA.
- D. If the Design/Builder intends to assert a claim for compensation or time extension under this Article, it must, and notwithstanding any time limitations specified elsewhere in the Contract Documents, within seven (7) days after receipt of notice to resume work, submit to LAWA a Contractor's Change Request setting forth the schedule impact and monetary impact of the suspension in sufficient detail to permit thorough analysis. Adjustment of work Completion Time, if appropriate, will be made pursuant to the provisions of the Contract Documents. Adjustment of the not to exceed contract amount, if any, will be within the Board's sole discretion and shall not in any event, exceed the cost of the extra work resulting from such suspension. Such cost, if any, shall be determined in accordance with the Contract Documents. Pursuant to California Civil Code section 1511, the Parties agree that any failure to submit a timely and properly documented Contractor Change Request shall constitute a waiver by Design/Builder of any claim for additional compensation, time or impact costs from LAWA.
- E. Suspension due to a ruling of City, State or Federal Court - The Suspension Order will identify the court or agency ruling which caused the suspension, and subject to Board approval, may extend the Work Completion Time by the stated amount of time specified by the court or agency order. If the ruling causes suspension for an indefinite period of time and as a result a time extension cannot be established, the Suspension Order may also be for an indefinite period of time, subject to Board approval. If the Suspension Order is issued because of acts or omissions of the Design/Builder, the Design/Builder shall not be entitled to a time extension or payment for any additional costs it incurs.
- F. Suspension Resulting from Design/Builder's Failure to Perform - If a Suspension Order results from the Design/Builder's failure to satisfactorily perform any of the provisions of the Contract, including but not limited to faulty workmanship, safety concerns, improper or inadequate manpower, equipment, supplies or supervision, or failure to perform the Work or pay employees, subcontractors or suppliers in a timely manner, the Suspension Order will identify the reason, or reasons, for the order. In this circumstance, no time extension will be authorized for the Design/Builder and any costs to the Design/Builder resulting from such Suspension Order will not be reimbursed by LAWA. A Suspension Order issued under these circumstances will remain in effect until the Design/Builder has removed or corrected the grounds for the suspension, or the Suspension Order expires by its terms.

GC-37.TERMINATION FOR CONVENIENCE

- A. The Executive Director may, at his or her option, terminate for convenience any part of the remaining work under the Contract at any time, or from time to time, by written notice to the Design/Builder. The Board may at its option, terminate for convenience the remaining work under the Contract, in whole or in part, at any time, or from time to time, by written notice to the Design/Builder. Such notice shall specify the extent to which the performance of work is terminated and the effective date of such termination.
- B. Upon receipt of such notice, the Design/Builder shall:
 - 1. Immediately discontinue work on the date and to the extent specified in the notice and place no further orders or subcontracts for materials, services, or facilities, other than as may be required for completion of such portion of work that is not terminated;

2. Promptly obtain cancellation upon terms satisfactory to LAWA of all purchase orders, subcontracts, rentals or any other contracts existing for the performance of the terminated work or assign those contracts to LAWA as directed;
 3. Assist LAWA in the maintenance, protection, and disposition of work in progress, plant, tools, equipment, property, and materials acquired by the Design/Builder or furnished by the Design/Builder under this Contract; and
 4. Complete performance of the Work which is not terminated.
- C. Upon any such termination, the Design/Builder shall waive any claims for damages on account thereof; but as the sole right and remedy of the Design/Builder, LAWA shall pay Design/Builder substantiated costs in accordance with the following:
1. All amounts due and not previously paid to the Design/Builder for work completed in accordance with the Contract prior to such notice of termination, and for work thereafter completed as specified in such notice, up to but not exceeding the contract value for the work using the progress schedule, schedule of values and other project controls are applicable;
 2. Reasonable administrative costs of settling and paying claims arising out of the termination of work under subcontracts or purchase orders;
 3. Reasonable costs incurred in demobilization and the disposition of residual material, plant and equipment; and
 4. A profit on items (2) and (3) herein, as provided for in the "Change Orders" provision.
- D. Design/Builder shall submit within twenty-one (21) days after receipt of notice of termination a proposal for an adjustment to its compensation including all incurred costs described herein. Should the logistics of such a termination preclude pricing any item of cost, the Design/Builder shall estimate costs to the best of its ability. LAWA shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, subject to Board approval as needed, and the Contract shall be amended in writing accordingly.
- E. No compensation will be paid to the Design/Builder for unabsorbed or under absorbed overhead, nor shall the Design/Builder be paid for loss of anticipated profits in any form.
- F. If an agreement cannot be reached concerning an equitable adjustment, LAWA may issue a unilateral Change Order.

GC-38.TERMINATION FOR DEFAULT

- A. Upon determination that sufficient cause exists to justify such action, LAWA may without prejudice to any other right or remedy available to the City, provide Design/Builder with written notices of default and intention to terminate Design/Builder's right to proceed under this Contract and take possession of the Project Site. Sufficient cause to terminate the Design/Builder's right to proceed for default may include, but it is not limited to, the following circumstances: if a petition in bankruptcy should be filed by the Design/Builder; or if the Design/Builder should make a general assignment for the benefit of creditors; or if a receiver should be appointed due to the insolvency of the Design/Builder; or if the Design/Builder should refuse or fail to supply sufficient properly skilled workers or subcontractors; or if the Design/Builder should fail to diligently prosecute the Work; or if the Design/Builder should fail to provide proper equipment, materials or services as required by the Contract Documents; or if the Design/Builder should fail to make prompt payment to subcontractors, or to pay promptly for materials or labor; or if the Design/Builder should disregard laws, ordinances or

the instructions of LAWA; or if the Design/Builder should refuse or fail to abide by the Contract, the schedule requirements listed in the Contract Documents, if the Design/Builder falls behind schedule sufficiently that LAWA determines recovery could not be made, or if the Work to be performed is assigned by the Design/Builder without written permission, or if the Design/Builder fails to maintain the required Bonds, licenses, permits and/or insurance, or if the Design/Builder subcontracts more than the contract allows, or if the Design/Builder or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid rigging antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Design/Builder's business, or otherwise violate any provisions of the Contract.

- B. Unless the same is fully cured and corrected within fourteen (14) days or such reasonable time as may be permitted by LAWA, if the cure cannot be completed within fourteen (14) day, after LAWA gives notice thereof to the Design/Builder and does not recur; then LAWA may elect to:
1. Use all or part of the Design/Builder's equipment and materials and may finish the Work by whatever method LAWA deems expedient. In such event, the Design/Builder shall not be entitled to receive any further payment hereunder until the Work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the Work, including compensation of LAWA's authorized representatives, other City personnel, third party consultants, or other contractors for additional services, such excess shall be paid to the Design/Builder. If the expense of finishing the Work shall exceed such unpaid balance, the Design/Builder shall pay the difference to LAWA within fifteen (15) days of receiving an invoice for same. The expenses incurred by LAWA herein, and the damage incurred through the Design/Builder's default, shall be determined by LAWA, at its sole discretion, which determination shall be binding between the parties.
 2. Without waiving any other right or remedy, the Executive Director may serve written notice upon the Design/Builder and its surety on its performance bond demanding satisfactory compliance with the Contract.
 - a. If the surety assumes the Contract, all money which may become due the Design/Builder shall be payable to the surety as the Work progresses, subject to the terms of the Contract.
 - b. If the surety does not assume the Contract and commence performance of the Work within twenty one (21) days after receiving the Executive Director's notice and demand, or fails to continue to comply, the Executive Director may remove the surety from the premises. If the surety bond has provisions contrary to this right, then the 60 day time limit stated elsewhere in this Contract shall apply.
 - c. Upon any Surety default, LAWA may then take possession of all material and equipment and complete the Work by use of its own forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the Design/Builder and its surety and may be deducted from any money due or becoming due from the Design/Builder. If the amount unpaid under the Contract is insufficient for completion, the Design/Builder or surety shall pay to LAWA within five (5) days after the completion and an itemized demand for payment from LAWA, all costs and damages incurred by LAWA in excess of the amount unpaid under the Contract.
- C. The Design/Builder, in having executed the Contract, shall be deemed to have waived any

and all claims for damages because of termination of default for any reason except for claims for wrongful termination.

- D. In the event of a termination under the provisions of this Article, the Design/Builder shall transfer and assign to LAWA, in accordance with LAWA's instruction, all work, all subcontracts, all construction records, reports, permits, data and information, other materials (including all LAWA supplied materials), supplies, work in progress and other goods for which the Design/Builder is entitled to receive reimbursement hereunder, and any and all plans, drawings, sketches, specifications, and information prepared by the Design/Builder or others in connection with the Work, and shall take such action as may be necessary to secure to LAWA, at LAWA's sole discretion, the rights of the Design/Builder under any or all orders and subcontracts made in connection with the Work.
- E. In the event that LAWA so directs or authorizes, the Design/Builder shall sell at a price approved by LAWA, or retain with approval of LAWA at a mutually agreeable price, any such materials, supplies, work in progress, or other goods as referred to in the preceding paragraph. In any event, LAWA shall retain any and all records, plans, drawings, data, permits, specifications, sketches, reports or other information relating to the Work. The proceeds of any such sale or the agreed price shall be paid or credited to LAWA in such manner as LAWA may direct so as to reduce the amount payable by LAWA under this Article.
- F. In the event that a termination for default is determined in subsequent proceedings to be improper, then any such termination shall be deemed as a termination for convenience and Design/Builder's right shall be so limited, and no other loss, cost, damage, expense or liability may be claimed, requested or recovered by Design/Builder.

GC-39.LABOR AND PREVAILING WAGES

- A. The Design/Builder, its agents, and employees shall be bound by and comply with applicable provisions of the California Labor Code and Federal, State, and local laws related to labor. The Design/Builder shall strictly adhere to the provisions of the California Labor Code. The Design/Builder shall forfeit to the City the penalties prescribed in the California Labor Code for violations.
- B. Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the State of California Department of Industrial Relations. The Design/Builder's attention is directed to Section 1776 of the California Labor Code which imposes responsibility upon the Design/Builder for the maintenance, certification, and availability for inspection of such records for all persons employed by the Design/Builder or subcontractor in connection with the project. The Design/Builder shall agree through the Contract to comply with this Section 1776 and the remaining provisions of the California Labor Code.

SCHEDULE

GC-40.PROSECUTION OF WORK

- A. The Design/Builder shall diligently prosecute the Work to completion. If LAWA determines that the Design/Builder is failing to prosecute the Work in accordance with its approved schedule or the Project milestones, the Design/Builder shall, upon orders from LAWA, immediately take steps to remedy the situation.
- B. All work performed and services provided hereunder by the Design/Builder shall conform to

established professional standards for the design and construction industry in the State of California as applicable to a Design/Builder with prior successful experience in work similar in size and scope and complexity as the Work of the Contract Documents.

- C. The Design/Builder shall be permitted reasonable, uninterrupted access to the Project Site subject to the airport security, safety, regulatory and operational protocols in place and as revised from time to time. The Design/Builder shall cooperate with LAWA to reasonably accommodate LAWA's other work on the Project Site. Design/Builder shall actively schedule, plan, and coordinate the sequence of the Work and shall actively and proactively schedule and lead subcontractor coordination meetings, priority discussions and efforts regarding BIM, where applicable. The Design/Builder may delegate such work activities associated with coordination, but in no case relinquish responsibility.
- D. The Design/Builder expressly agrees that in accordance with generally accepted construction practice, the Design/Builder and its subcontractors will be required, in carrying out the provisions of this Contract, to assume sole and complete responsibility for Project Site conditions during the Project, including the safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours.
- E. The Design/Builder shall have control over, have charge of, and be responsible for, construction means, methods, sequences, schedules, techniques and/or procedures necessary for performing, superintending, and/or coordinating all portions of the Project in accordance with the Contract Documents and with applicable health and safety requirements of any regulatory authority, city or state law.
- F. The Design/Builder shall be responsible to the City for acts, errors and omissions of the Design/Builder's employees, designer, subcontractors, their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Design/Builder or any of its subcontractors.
- G. The Design/Builder shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition to receive subsequent Project work.
- H. The Project schedules shall at all times reflect the current plan for timely execution, prosecution and completion of the Work and shall document actual progress and time impact of all Change Orders and changed conditions to date in accordance with the requirements of this section.
- I. All work shall be performed during the Contract durations and the Design/Builder shall perform work in a manner which minimizes interruptions or disruptions with the Work of others. LAWA shall make all determinations resolving any conflicts between Design/Builder and Other Contractors regarding scheduling and coordination.
- J. The Design/Builder shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including extra shifts and overtime operations and shall furnish such other necessary resources so as to ensure the prosecution of the Work in accordance with the Contract Documents.

GC-41.PROGRESS

The Design/Builder shall give LAWA full information in advance as to its plans for performing each part of its work. If at any time, Design/Builder's actual progress is inadequate to meet the requirements of this Contract, LAWA may so notify Design/Builder who shall thereupon take such steps as may be necessary to improve its progress. A Recovery Schedule is required along with

the submission of a monthly Progress Schedule Update if the monthly Progress Schedule Update shows a delay of more than two (2) weeks to the Contract Milestones. If within a reasonable period as determined by LAWA, the Design/Builder does not improve performance to meet the currently approved Project Schedule; LAWA may require an increase in the Design/Builder's labor force, the number of shifts, overtime operations, and additional days of work per week, all without additional cost to LAWA. Neither such notice by LAWA nor LAWA's failure to issue such notice shall relieve Design/Builder of its obligation to achieve the quality of work and rate of progress required by this Contract.

GC-42.SCHEDULING OF THE WORK

- A. The Design/Builder shall schedule and coordinate the performance of all of its Designers, Subcontractors and Suppliers, including their use of the Project Site. The Design/Builder shall keep Designers, Subcontractors and Suppliers informed of the Project Schedule to enable the Designers, Subcontractors and Suppliers to plan and perform their work properly.
- B. The Design/Builder shall, in accordance with the requirements of the technical specifications, submit a project schedule that shall provide for the expeditious and practicable execution of the Work.
- C. The project schedule for the performance of the Work shall be a Critical Path Method (CPM) system in Gantt chart format, unless an alternate system is specifically identified in the Project Requirements, with reasonable detail including a time scaled network and computer printout as more fully detailed in the Project Requirements.
- D. Float or slack is defined as the amount of time between the early start date and the late start date or the early finish date and the late finish date of any activities in the schedule. Float or slack is not time for the exclusive use or benefit of either the Design/Builder or the City.
- E. The Design/Builder shall submit a monthly progress report and schedule update in accordance with the scheduling provisions of the Project Requirements.
- F. The Design/Builder shall complete the Work within the contract time and in accordance with the most recent schedule submittal that has been approved in writing by LAWA.

GC-43.DELAYS

- A. Security requirements regarding access, egress, and movement throughout an active airport are strict; and the processing of staff and materials into and through an airport includes inherent delay. Time expended due to aircraft operations and for the processing of staff, materials and equipment into or through the airport by security actions in local areas is normal and is not Force Majeure or compensable delay. Such normal delays include, but are not limited to, delays in obtaining badges for Design/Builder personnel, delays in obtaining AOA access through LAWA's guard post, delays caused by the normal approval process for utility or area shutdowns, delays in crossing active taxiways, delays due to periodic holding of truck traffic through NAVAID (navigation aids) critical areas on haul roads and delays in the use of equipment, such as cranes, due to weather, which affect air space restrictions.
- B. An excusable delay is a delay to the critical path of the project and meets all of the following requirements:
 - 1. It was beyond the control of Design/Builder;
 - 2. It could not have been foreseen or avoided by Design/Builder;

3. It could not have been mitigated by Design/Builder;
 4. It was not caused in whole or in part by Design/Builder, its subcontractors of any tier or agents;
 5. Design/Builder has provided written notices to LAWA of the delay act or event within seven (7) days of its occurrence and thereafter satisfies all requirements in the Contract Documents for making a request for extension to the Project Schedules and Contract milestones.
- C. A delay which is excusable must also meet the requirements for a compensable delay in order to be compensable. A Force Majeure delay is an excusable non-compensable delay. LAWA will make the final determination of Force Majeure delays. A delay due to financial issues of Design/Builder or any of its subcontractors or suppliers, including bankruptcy or insolvency, is not an excusable delay. A non-excusable delay is also non-compensable.
- D. A compensable delay must be excusable and meet all of the following requirements:
1. The costs of delay requested could not be reasonably mitigated;
 2. It was a result of a change directed by LAWA, a material breach of Contract by LAWA or resulting from the active negligence of LAWA;
 3. The Contract Documents do not preclude the claim for compensation;
 4. The delay is not concurrent with a delay caused in whole or part by Design/Builder;
 5. Design/Builder has satisfied all requirements in the Contract Documents for making a claim for compensation pursuant to a compensable delay in a timely manner.
- E. Claims for a compensable delay shall not be allowed for any costs incurred if the Design/Builder fails to notify LAWA in writing within seven (7) days of the discovery of the act or event causing the delay. The Design/Builder will have the burden of proving that the delay is both an excusable delay and a compensable delay. If an excusable delay is found to be a compensable delay, LAWA will by Change Order extend the Work Completion Time for the increase in the time of performance and will adjust the total Contract Price (excluding profit). The Change Order will be the Design/Builder's sole remedy arising out of the compensable delay.

GC-44. EXTENSIONS OF TIME

- A. Extensions of time, when granted, will be based upon the effect of a force majeure event or LAWA-caused delays to the completion of the Work. Any request for extensions of time and for compensation due to a delay must also meet all requirements for a change to the schedule and Change Order as set forth in the Contract Documents.
- B. No extension of time will be granted for a delay caused by the inability of the Design/Builder or its subcontractors to obtain materials or labor.

GC-45. FORCE MAJEURE

- A. The term "Force Majeure" as employed herein shall mean an excusable, non-compensable delay which is one of the below listed types, to the extent that the event(s) delays the progress of critical path activities, are beyond the Design/Builder's control, were not anticipatable by Design/Builder and could not be mitigated by Design/Builder: acts of God (except as excluded herein), strikes (except those determined by LAWA to be within the control of the

Design/Builder), lockouts, or other industrial disturbances, acts of public enemies, terrorist acts, wars, blockades, insurrections, riots, epidemics, earthquakes, hurricanes, tornadoes, orders by any court not related to the actions of the Design/Builder, board, department, commission or city of the United States or of any State, civil disturbances, explosions not caused by the actions of the Design/Builder, rain or other adverse weather conditions.

- B. The Design/Builder's observance of non-sanctioned picket lines or other similar labor actions shall be considered a non-excusable delay under this Contract and, as such, is not a Force Majeure event.
- C. Should either party be rendered unable, either wholly or in part, by an event of Force Majeure to fulfill its obligations under the Contract, the obligation(s) affected by such event of Force Majeure shall be suspended only during the continuance of the Force Majeure event. The party so affected shall give notice of the existence of such Force Majeure in writing to the other party within forty-eight (48) hours after the commencement of the Force Majeure event. Within seven (7) days of the Force Majeure event, the affected party shall give notice of the extent and nature of the event to the other party. The party so affected shall remedy such inability with all reasonable dispatch and shall use due diligence in this regard. Failure to give such notice shall result in the continuance of such party's obligation regardless of the extent of any existing Force Majeure event.
- D. Nothing within this Article shall restrict the City's rights to pursue a termination or suspension pursuant to the Contract Documents.

GC-46. LIQUIDATED DAMAGES

- A. Liquidated Damages are the specified dollar amount the Design/Builder shall pay to the City due to the Design/Builder's failure to complete the Work within the Work Completion Time or Contract Milestones.
- B. The parties recognize and agree that time is of the essence for this Contract. If Substantial Completion of the Work has not occurred on or before any of the Milestone Completion Dates, LAWA will assess Liquidated Damages, as it is and will be impractical and extremely difficult to ascertain the actual damages which LAWA will sustain in the event of and by reason of such delay. Liquidated Damages will be assessed for each missed milestone listed in the Special Conditions and thus may be cumulative. LAWA shall have the right to deduct said Liquidated Damages from any amount due or that may become due the Design/Builder, or to collect such Liquidated Damages from the Design/Builder or its surety. These Liquidated Damages shall not be construed as a penalty.
- C. Execution of the Contract shall constitute agreement by LAWA and Design/Builder that the Liquidated Damage amount(s) specified in the Special Conditions is the minimum value of the costs and actual damage caused by the failure of the Design/Builder to complete the Work within the allotted time. Such sum of Liquidated Damages may be deducted from payments due to Design/Builder if such delay occurs, or collected from the Design/Builder and/or its surety.
- D. LAWA expressly denies that any progress payments made after the scheduled completion date constitute a waiver of Liquidated Damages.
- E. These provisions shall not prevent LAWA, in the case of the Design/Builder's default under this Contract, from terminating the right of the Design/Builder to proceed as provided in the Contract Documents and seeking all damages and other remedies available to LAWA under this Contract or by Law.

- F. Any LAWA progress payment is not a waiver of Liquidated Damages.

GC-47 SPECIAL OR INCIDENTAL DAMAGES

- A. Except damages attributable to fraud or willful misconduct, under no circumstances shall LAWA be liable to Design/Builder for any indirect, incidental, consequential, exemplary, punitive or special damages arising from performing or failing to perform any obligation under this Agreement, whether such liability arises in contract (including breach, express or implied warranty, or indemnity), tort (including fault, negligence or strict liability), or otherwise, including, but not limited to, any loss of profits, loss of bonding capacity, loss of other contracts, loss of revenue or of overhead, loss of opportunity or goodwill.
- B. Under no circumstances shall LAWA be deemed to have agreed, expressly or impliedly, by Change Order or communication or otherwise, to have in any manner agreed to impair or prejudice insurance coverage or liabilities or losses caused by Contractor otherwise subject to insurance coverage under any policy of insurance held by Contractor or its subcontractors, subconsultants or suppliers of any tier. Any such impairment or prejudice shall be invalid unless in writing signed by LAWA and the Contractor, and signed as approved as to form by the Office of the City Attorney. The sole exceptions to this preclusion are waivers of subrogation that may be specified from time to time in the Contract Documents and the waivers included in this provision.
- C. Except as otherwise provided in this Contract, Design/Builder and LAWA agree that they mutually waive any claims for consequential, exemplary, punitive or special damages and for loss of profit. This mutual waiver is subject to and includes the following:
1. Waiving of damages incurred by LAWA for rental expenses; for losses of use, income, profit, financing, business and reputation; and for loss of management or employee productivity or of the services of such persons;
 2. Waiving of damages incurred by the Design/Builder for home and/or principal office expenses of every sort whatsoever, including, without limitation, the compensation of personnel stationed there; for loss of financing; impairment of bonding capacity; loss of business and reputation; loss related to goodwill; and for loss of profit asserted under any theory; and
- D. The waiving of consequential damages shall not be construed as limiting any of the Design/Builder's obligations stated elsewhere in this Contract, including without limitation, indemnity and insurance obligations and the preclusion of limits on liabilities covered by insurance stated in paragraph B above. The waiving of consequential damages shall not be construed to apply to limit liability or damages to the limited extent the same may result from personal injury, property damage, gross negligence, violation of law, or intentional misconduct, in performing the Work of the Contract.

GC-48.SUBSTANTIAL COMPLETION

- A. Substantial Completion is the milestone in the progress of the Work where the Work is sufficiently and suitably complete in accordance with the Contract Documents so that LAWA, at its sole discretion, can obtain beneficial use prior to Final Acceptance of the Work. Substantial Completion requirements include all work substantially complete; start-up, testing and commissioning complete; obtainment of a temporary Certificate of Occupancy (minimum), all final cleaning complete; approval/certification from utilities (if applicable); all required documentation submitted and/or accepted; all LAWA-designated staff trained; partial

occupancy areas restored; and the Substantial Completion inspection complete.

- B. When the Design/Builder determines that the Work is Substantially Complete as defined above, the Design/Builder shall submit a written certification to LAWA that effect and request a Substantial Completion inspection of the Work. This request shall include a list of minor items which need to be completed, reworked or repaired that would not affect beneficial occupancy.
- C. Within ten (10) days of the request for inspection, LAWA shall make an inspection of the Work. If, in the sole opinion of LAWA, the Work is determined not to be substantially complete, LAWA will deny the request for Substantial Completion and the parties shall cease the inspection and the Design/Builder shall immediately proceed with completing the Work pursuant to the Contract Documents. Upon completion and correction of all stated deficiencies, the Design/Builder shall send a second written certification to LAWA that work is complete. LAWA will then re-inspect the Work.
- D. If LAWA determines that the Work is Substantially Complete, LAWA will issue a Notice of Substantial Completion. A punch list will be prepared and issued by LAWA to the Design/Builder listing all items required to be completed and corrected prior to obtaining final completion. Failure to include any items on the punch list shall not alter the responsibility of the Design/Builder to complete all work in accordance with the Contract Documents.
- E. The date of a Notice of Substantial Completion by LAWA for the Project or CGMP shall establish the date of completion of the Work for the Project or CGMP for purposes of determining liquidated damages, but shall not otherwise alter the responsibility of the Design/Builder to complete all Work in accordance with the Contract Documents. Unless otherwise specified in the Notice, the Design/Builder shall remain responsible for security, maintenance, property insurance premiums, and damages to the Work. The punch list shall list the Work still to be completed by the Design/Builder, which shall be completed within fifteen (15) days from the Notice of Substantial Completion, unless another mutually agreed time is established. Should the Design/Builder not complete all of the punch list items within fifteen (15) days of the date of Substantial Completion, LAWA reserves the right to arrange for the completion of that work and back charge the Design/Builder for the cost of completion of that work unless an extension of time is granted by LAWA. Such back charges shall include the actual expense for such work plus a fee of fifteen percent (15%) for LAWA's administrative costs.

GC-49 – PARTIAL USE OR OCCUPANCY

- A. LAWA shall have the right to take early beneficial possession of and to use any completed or partially completed Phase or portion of the Work, even if Substantial Completion of the Work has not occurred and even if the Work has not been finally accepted. Such beneficial possession and early occupancy shall not constitute Substantial Completion of such portions of the Work nor affect LAWA's right to assess liquidated damages as provided in the Contract Documents.
- B. If LAWA elects to take possession of and to use any completed or partially completed portions of the Work prior to Substantial Completion, an inspection shall be made by the Design/Builder and LAWA. Based upon such inspection, LAWA will attempt to list all incomplete Work items observed, and shall provide the Design/Builder with such list. However, the absence of an item from the list shall not relieve the Design/Builder of responsibility to perform all of the Work. Any and all areas so occupied will be subject to a final inspection when the Design/Builder complies with the Final Inspection requirements.

- C. At the time of such inspection, the parties shall also negotiate the responsibilities of LAWA and the Design/Builder for security, operations, maintenance, heating and cooling, utilities, property insurance premiums, and damage to the Work. These negotiations are subject to the final approval of LAWA.
- D. In the event the Design/Builder believes there will be an additional cost associated with completion of the Work while LAWA occupies the Work in whole or in part under this Section, the Design/Builder shall advise LAWA by Contractor Potential Change Notice (CPCN) followed by a Contractor Change Request (CCR) of all such costs at or before the time of such inspection. If the Design/Builder fails or refuses to furnish such cost information, or fails or refuses to comply with the Contractor Change Request procedure, the Design/Builder shall be deemed to have waived any and all rights to assert any Claim therefore at any time thereafter.
- E. If LAWA's need to occupy the Work prior to such time as the Work is complete is caused by the Design/Builder's failure to complete the Work within the stipulated Period of Performance, the Design/Builder shall bear any and all additional costs associated with completing the Work.

GC-50.FINAL INSPECTION, COMPLETION, AND ACCEPTANCE OF THE WORK

A. Final Inspection

- 1. When the Design/Builder has inspected the Work for compliance with the Contract Documents and all punch list work has been completed, the Design/Builder shall notify LAWA in writing that all punch list items and clean-up have been completed and all damaged or destroyed real, personal, public or private property has been repaired or replaced in accordance with the Contract Documents. LAWA will then make the final inspection for the purpose of ascertaining if the Work has been fully completed in accordance with the Contract Documents.

B. Final Completion

- 1. When the Design/Builder considers that the Work is complete, it shall submit a written notice that the Work is completed and certifying the following:
 - a. Work has been completed in accordance with Contract Documents and Certificate of Occupancy issued.
 - b. All required as-builts and close out documents have been submitted and accepted.
 - c. All operation and maintenance manuals and warranties have been submitted and accepted and all training and commissioning has been completed.
- 2. LAWA will inspect to verify the status of completion with reasonable promptness after receipt of such certifications. The inspection of the Work will be done in accordance with the Contract provisions.

C. Final Acceptance

- 1. The Work shall be under the charge and care of the Design/Builder until LAWA issues the Design/Builder a Letter of Final Acceptance. The Design/Builder shall take every precaution against injury or damage to the Work from the action of the elements or any other cause, arising from the execution of the Work. The Design/Builder shall rebuild, repair, restore, and make good, at the Design/Builder's expense, all injuries or damage to the Work occurring before acceptance of the Work resulting from the execution of Work.

2. Any loss or damage as described below sustained by LAWA shall be the responsibility of the Design/Builder:
 - a. Arising from all unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work.
 - b. From any action of the elements prior to Letter of Final Acceptance.
 - c. From any act or omission not authorized by these Contract Documents on the part of the Design/Builder or subcontractors.
3. If not already in service, the improvements will be placed in service upon issuance of the Letter of Final Acceptance and the recordation of Notice of Completion and Acceptance of Public Works Project, unless otherwise provided in the letter. The Design/Builder will then be relieved of its contractual liability for subsequent injury or damage to persons, property, or the Work, and relieved of the duty to maintain and protect the Work. However, in no event shall the Design/Builder be relieved of its obligation to have performed the Work completely and in strict accordance with the Contract Documents.
4. After LAWA has made the final inspection, has received the Design/Builder's certification of final completion, is satisfied that the Work has been completed in accordance with the Contract, and is satisfied that:
 - a. All submittals have been made and accepted,
 - b. All as-builts and record documents have been completed and accepted,
 - c. All Change Orders executed, all final quantities agreed to,
 - d. All other Contract Requirements, except for possible future warranty and guaranteed work have been accomplished.
5. LAWA will process final payment requests and will record the Notice of Completion and Acceptance of Public Works Project with the County Recorder's Office. The Contract Completion Date will be the date the Notice of Completion and Acceptance of Public Works Project is recorded.
6. After the date of acceptance of the Work by LAWA, no additional Claims or Change Requests may be submitted no will they be considered.
7. Notwithstanding any other provision contained herein or in the Contract, neither Substantial Completion, nor Letter of Final Acceptance, nor Notice of Completion and Acceptance of Public Works Project and Final Payment shall occur until final and complete written approval of the Work has been obtained from the City's Building Inspector and the City's Fire Marshal, unless such approval is being withheld for items not related to the Design/Builder's work.

PAYMENT

GC-51 TAXES

All applicable sales tax, use taxes, gross receipt taxes, or any other taxes of any nature are included in all prices provided by the Design/Builder under this Contract.

GC-52.PAYMENT PROCEDURES

A. Summary

1. In consideration of the Design/Builder's promise to perform as detailed in the Contract Documents, the City promises to pay the amounts due the Design/Builder in accordance with the provisions of the Contract Documents.
2. This Section includes Contract progress payments on Cost Reimbursable Price, Lump Sum Price, Unit Prices and for final payment.

B. Scope of Payment

1. The Design/Builder shall receive and accept compensation provided for in the Contract as full payment for furnishing, all professional services and materials, for performing all work under the Contract Documents in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, subject to the provisions of this Contract.
2. The term Fair Market Value used in this section shall mean the estimated price a reasonable purchaser would pay.
3. The Design/Builder agrees to pay each subcontractor under this prime contract, and require the same of its subcontractors, not later than seven (7) days after receipt of each progress payment, the respective amounts allowed the Design/Builder on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein pursuant to California Business and Professions Code Section 7108.5.

C. Payment of the Design/Builder's Fee

1. The Design/Builder's Fee shall be included in each Application for Payment in an amount equal to the percentage, as proposed by the Design/Builder and included in the Contract, of the sum of the Cost of the Work including the General Conditions Costs submitted in the Application for Payment not to exceed the value allowed by the GMP revisions/change orders.

D. Payment for Design Services/Pre-Construction Services/Construction Services

1. Payment for services rendered under this Contract can be on a lump sum or cost reimbursable basis as defined by the Contract Documents and as outlined in the sections below.

E. Cost Reimbursable Payments

1. Work to be compensated for on a Cost Reimbursable basis shall be priced and supported as outline in the Pricing Provision of the Contract's General Conditions. Cost Reimbursable Work will be paid pursuant to LAWA approval of acceptable backup for costs incurred and all provisions pursuant to Exhibit D of the Contract Agreement.

F. Lump Sum Work

1. A cost breakdown of the (C)GMP Lump Sum Value shall be submitted to LAWA for review and approval within thirty (30) days after Award of the (C)GMP. The approved cost breakdown schedule (Schedule of Values) will be the basis for determining the value of the monthly progress payment. The total value of all design, preconstruction and construction activities (including mobilization and demobilization) shall equal the total (C)GMP Lump Sum Value. The total of the (C)GMP Lump Sum Value along with any stipulated Allowance Amount shall equal the Design/Builders Lump Sum (C)GMP Bid Amount.
2. The Work will be paid pursuant to LAWA approved (C)GMP Schedule of Values. The Schedule of Values will be built upon a Work Breakdown Structure (WBS) as required by

the Contract Documents and approved by LAWA. The Schedule of Values shall correlate with the cost loaded schedule of activities as required by the Contract Documents.

3. The Design/Builder shall, upon request by LAWA, support values given with data which will substantiate the correctness of the proposed values.
4. Within 30 days of receipt of a Task Order and/or (C)GMP Revision, the Design/Builder shall submit a proposed Schedule of Values to LAWA for review and approval for the associated scope of work.
5. Submittal of the Schedule of Values shall include the native Excel file and be consistent in format utilizing a template for ease of review. All subsequent submittals for payment shall include the native Excel file.

G. Unit Price Work

1. For Work identified as Unit Price Work in the (C)GMP, the Unit Prices in the Schedule of Work and Prices submitted with the bid and incorporated into the Contract shall constitute the basis of payment.
2. The bid quantities listed in the Schedule of Work and Prices will not govern final payment. Payment to the Design/Builder will be made only for actual quantities of unit price items constructed in accordance with the Contract Documents. Upon completion of the Work, if the actual quantities show either an increase or decrease of a unit price item from the quantities included in the Schedule of Work and Prices, the final quantity will be adjusted according to the actual constructed amount and the Design/Builder will be compensated based upon final quantity and the associated Contract Unit Price.
3. For unit price items whose unit of measure is identified as Lump Sum (LS) in the Schedule of Work and Prices, the Design/Builder shall submit to LAWA for review and approval within thirty (30) days from award of the Contract, a detailed breakdown of cost for each lump sum bid item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The Design/Builder shall provide supporting documentation as required by LAWA to verify the accuracy of the proposed breakdown of cost. The LAWA approved breakdown of cost for each lump sum item will be used for the basis of progress payment against said item.
4. The Contract Unit Prices shall be full compensation for all appurtenant work, including furnishing all materials, supervision, labor, equipment, tools, and incidentals necessary to complete the item of work. The Contract Unit Prices shall include all cost for delivery, installation, insurance applicable taxes, fees, overhead and profit.
5. Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.
6. Materials of work which are to be paid for on basis of measurements shall be measured in accordance with methods stipulated in the particular sections involved. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. Items of work which are to be paid for on basis of weight shall be done on a certified platform scales and the Design/Builder shall furnish LAWA with licensed weigh master's certificates showing actual net weights delivered for payment.
7. Each month, LAWA will make an approximate measurement of the Work performed to the closure date and as basis for making monthly payments, estimate its value based on

Contract Unit Prices or in accordance with Lump Sum work. When the Work has been satisfactorily completed, LAWA will determine the quantity of work performed and prepare the final estimate.

H. Changes in Contract Unit Quantities:

1. LAWA may issue a Change Directive pursuant to the Contract Documents to make changes to the Work covered by a Contract Unit Price item.
2. If the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by twenty-five percent (25%) or less, payment will be made at the Contract Unit Price. If the actual quantity of said item or work varies from the Bid quantity by more than twenty-five percent (25%), payment will be made as noted hereinafter as appropriate.
3. Increases of More Than twenty-five percent (25%). Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than twenty-five percent (25%), payment for the quantity in excess of one hundred and twenty-five percent (125%) of the Bid quantity will be made on the basis of the Contract Unit Price or an adjustment in the Contract Unit Price mutually agreed to by the Design/Builder and LAWA, or at the option of LAWA, on the basis of Change Directives or Change Orders.
4. Fixed costs shall be deemed to have been recovered by the Design/Builder through payment for one hundred and twenty-five percent (125%) of the Bid quantity at the Contract Unit Price.
5. Decreases of More Than twenty-five percent (25%). Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than seventy-five percent (75%) of the Bid quantity, an adjustment in the Contract Unit Price will not be made unless so requested in writing by the Design/Builder. If the Design/Builder so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Design/Builder and LAWA, or at the option of LAWA, on the basis of Change Orders; however in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for seventy-five percent (75%) of the Bid quantity at the Contract Unit Price.
6. If LAWA deletes a Contract Unit Price item from the scope of work entirely, payment will be made only for actual cost incurred prior to notification of such deletion. If material conforming to the Plans and Specifications is ordered by the Design/Builder for use in the eliminated item prior to the date of notification of elimination by LAWA, and if the order for that material cannot be cancelled, payment will be made to the Design/Builder for the actual cost of the material. In this case, the material shall become the property of LAWA. Payment will be made to the Contractor for its actual costs for any further handling. If the material is returnable, the material shall be returned and payment will be made to the Design/Builder for the actual cost of charges made by the supplier for returning the material and for handling by the Design/Builder. Actual costs, as used herein, shall be computed on the basis of Change Orders.

I. Allowances

1. The Design/Builder will be paid for Allowance items on either a cost reimbursable, lump sum or unit price basis. The Design/Builder's costs for the GMP shall include all overhead, bonds and insurance and shall be paid out as the work is completed. The Design/Builder

shall include all supervision and coordination of subcontractors' work in the pricing of allowance work, however no additional compensation for overhead, bonds or insurance will be allowed in the pricing of Allowances. Work designated to be paid for out of an Allowance shall not be considered a change for the purposes of granting Work Completion Time extensions unless such allowances are delayed in their authorization by LAWA and affect the critical path of the Project. Any and all unused portions of the stipulated Allowances amounts and associated mark-ups for overhead, bonds and insurance will not be paid to the Design/Builder and shall be deducted from the GMP value at the completion of the Project via a deductive GMP revision/change order. The Design/Builder shall not be entitled to any form of compensation whatsoever for unauthorized and/or unused Allowances.

J. Contingency

1. Design/Builder contingency amount may be included as a specified amount in the (C)GMP. It is further understood and agreed that such contingency funds are to be used for costs to complete work considered to be within the original scope of work, including issued change orders, but which exceed the established estimated costs. Use of contingency funds is for work which could have been reasonably anticipated based upon the information available at the time the cost estimate was established. Use of contingency funds is for following:
 - a. Those items that were included in the proposal drawings and specifications that Design/Builder missed in proposing the (C)GMP.
 - b. Those items that were included in the proposal drawings and specifications that the Design/Builder underpriced in proposing the (C)GMP.
 - c. Schedule acceleration or schedule mitigation as required to meet contract milestones, or as deemed necessary by the Design/Builder to improve the project schedule when required
 - d. Increased general conditions or general requirements costs. This may include items such as additional temporary fence moves, increased costs for temporary protection of installed work, increased costs for weather protection, increased staffing for general conditions, etc.
 - e. To cover higher costs for replacing a subcontractor which are not covered by subcontractor default insurance or surety
 - f. Other items not outlined above, if approved in advance in writing by LAWA
2. All contingency fund charges must have LAWA's advance written approval before being transferred to a line item in the Schedule of Values. All remaining funds in the Design/Builder's Contingency upon project completion shall remain with LAWA, including any associated fees and/or mark-ups for bonds, insurance, overhead, profit, etc. The Design/Builder shall not be entitled to any form of compensations whatsoever for unauthorized and/or unused contingency.
3. The CGMP and GMP contract amounts will include a Construction Contingency in an agreed upon amount of the Construction Cost, not to include any LAWA Allowances, Phases 1 & 2 Design Services or Phase 1 Preconstruction Services.

K. Applications for Payment

1. At least five (5) days before the date established for each monthly progress payment, the Design/Builder shall submit to LAWA an itemized Application for Payment, in a form

acceptable to LAWA, for operations completed in accordance with the terms of the Contract. Such application shall be supported by appropriate data substantiating the Design/Builder's right to payment.

2. The Application for Payment shall include estimated work performed up to and including the last day of the calendar month pursuant to the Contract Documents. The Design/Builder may defer a request for progress payment for an item of work to the succeeding month by written notification to LAWA. The Design/Builder's failure to promptly submit a monthly estimated Application for Payment in accordance with the Contract Documents may cause the monthly payment to be deferred.
3. Applications for Payment may not include requests for payment for Changes in the Work which have been authorized by Change Directives, but are not yet included in an executed Change Order or revision to a (C)GMP.
4. Unless otherwise provided in the Contract Documents, up to seventy percent (70%) of the invoiced amount may be paid on account of materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation into the Work. Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than ten thousand dollars (\$10,000) or the material or equipment is required by the Contract Documents and is specifically manufactured for the Project and could not be readily utilized or diverted to another job. Actual invoices for materials and equipment must be submitted with the Application for Payment.
5. If approved in advance in writing by LAWA, payment may similarly be made for materials and equipment suitably stored off the Project Site at a location agreed upon in writing. Off-site storage areas must be approved by LAWA and within a fifty (50)-mile radius of the Project Site. Payment for materials and equipment stored on or off the Project Site shall be conditioned upon compliance by the Design/Builder with procedures satisfactory to LAWA to establish LAWA's title to such materials and equipment or otherwise protect LAWA's interest and shall include the costs of applicable insurance and storage for such materials and equipment stored off the Project Site.
6. In certain cases, LAWA may allow payment for materials stored outside of fifty (50) miles of the project site. If allowed by LAWA, a separate offsite storage agreement will be required that outlines the process for properly storing these materials.
7. The Design/Builder warrants all Work subject to a payment application meets the requirements of the Contract Documents and that title to all work covered by an Application for Payment will pass to LAWA no later than the time of payment. The Design/Builder further warrants that, upon submittal of an Application for Payment, all work for which Payment has been previously issued and payments received from LAWA shall, to the best of the Design/Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design/Builder, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
8. Upon agreement between the Contactor and LAWA on the quantity of work completed in accordance with the Contract Documents, the Design/Builder shall submit a revised Application for Payment with agreed upon amounts. Upon receipt of revised application, LAWA will provide Design/Builder for execution the Contract Payment Request Form for execution and processing of monthly payment. Design/Builder's failure to submit an accurate Payment Request, to two decimal points, and to sign this Payment Request

promptly may cause the payment to be delayed or deferred.

L. Decisions to Withhold Payment

1. LAWA may withhold a payment in whole or in part to the extent reasonably necessary to protect LAWA due to LAWA's determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of work is not in accordance with the Contract Documents. LAWA may also withhold a payment because of subsequently discovered evidence which may nullify the whole or a part of an Application for Payment previously issued to such extent as may be necessary to protect LAWA from loss for which the Design/Builder is responsible.

M. LAWA may back charge, deny a Progress Payment request, and/or withhold money from any Progress Payment to:

1. Cover any unpaid claims filed pursuant to Civil Code Sections 3179 et seq.;
2. Protect LAWA's interests;
3. Pay any fines levied against the Work by LAWA or other entities;
4. LAWA may also deny a Progress Payment request and/or withhold money, or modify any previous Progress Payment, as necessary to protect LAWA from loss due to or affecting enforcement of:
 - a. Defective work not remedied.
 - b. Stop notices filed.
 - c. Failure of the Design/Builder to make payments properly to subcontractors for labor, materials, or equipment.
 - d. Failure of the Design/Builder to supply unconditional progress payment releases from all subcontractors and suppliers through the period covered by LAWA's most recent progress payment.
 - e. Evidence that the Work cannot be completed for the unpaid balance of the Contract sum.
 - f. Evidence that the Work will not be completed within the Work Completion Time.
 - g. Damage to LAWA or another Design/Builder, Contractor or Tenant.
 - h. Failure to carry out the Work in accordance with the Agreement.
 - i. Failure to keep current as-built records at the Project Site as specified.
 - j. Unpaid amounts owed to LAWA for fees and charges for services or permits, assessments for damage to LAWA property, or use of LAWA facilities and services.
 - k. Failure to comply with the prevailing wage rate requirements as specified.
 - l. Failure to comply with the requirements regarding Project Schedule.
 - m. Errors due to any cause that may be discovered in any previous progress payment.
 - n. Written request from Design/Builder's surety to withhold payment(s).
 - o. Any violation or non-compliance with Design/Builder's legal responsibilities including withholdings for wage adjustments in accordance with California Labor Code and any fines incurred by LAWA as a result of the Design/Builder's actions.
 - p. Failure of Design/Builder to submit Ethnic Composition of Work Force form (properly

executed for each Month).

5. When, under the provisions of the Contract, LAWA charges any sum of money against the Design/Builder, LAWA will deduct and retain the amount of such charge from a Progress or Final Payment. If, on completion or termination of the Contract, sums due the Design/Builder are insufficient to pay LAWA charges against the Design/Builder, LAWA has the right to back charge the balance from the Design/Builder or the Design/Builder's surety.
6. Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the Design/Builder's responsibility that have not been taken and are not reasonably expected to be taken, LAWA may, after reasonable attempt to notify the Design/Builder, cause such precautions to be taken and shall charge the cost thereof against the Design/Builder, and may deduct such costs from amounts otherwise due the Design/Builder. Any such action by LAWA shall not be construed as relieving the Design/Builder or its surety of any liability.
7. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld, unless otherwise approved by LAWA.
8. The payment of a Progress Payment or the acceptance thereof by the Design/Builder does not constitute acceptance of any portion of the Work, and does not reduce the Design/Builder's liability to replace unsatisfactory work, material, or equipment. An inadvertence or error in an approved Progress Payment request will not release the Design/Builder or the Design/Builder's surety from damages arising from the Work covered by the approved payment request or from enforcement of every provision of the Contract. LAWA has the right to correct any error made in any Progress Payment.
9. Design/Builder shall promptly pay, when due, any and all amounts payable for labor, equipment and material furnished in the performance of this Contract so as to prevent or make unnecessary the filing of any claim, lien, stop notices, or notice to withhold, as provided under and by virtue of the applicable provisions of the California Civil Code.

N. Retention

1. Five percent (5%) of each progress payment will be retained until the Contract Work or (C)GMP Work Package has been completed and accepted by LAWA per the Contract Documents. LAWA may, at its complete discretion and in a manner which protects the interests of LAWA, reduce retention after the project is accepted as substantially complete. During Phase 2, Retention on Professional Design Services will not be withheld.
2. Early Release of Retention: The Design/Builder may request early release of retention for subcontractors who have fully completed their work on a clearly defined portion of the Work or (C)GMP Work Package. After a subcontractor completes its entire scope of work and fulfills all of its obligations as set forth in the Contract Documents, including all necessary commissioning and closeout obligations, and upon the Design/Builder providing LAWA the necessary lien waivers and waives all claims and rights relative to said subcontractor's Work, the Design/Builder may submit a written request for release of retention for said subcontractor. The Design/Builder shall also provide written confirmation and certify that its subcontractor has successfully completed their work under its subcontract. LAWA will review such written requests for release of retention and verify completion of all punch list work attributed to said subcontractor. After review, LAWA may at its sole discretion provide written approval of the request for release of retention, and upon receiving such approval the Design/Builder may include in its regular monthly billing the amount of retention to be released. LAWA will hold all retention other than the early

released retention until final payment is made in accordance with the Contract Document.

3. In no event may the combination of early releases of retention and retention reduction allow the total retention at any time to be less than five percent (5%) of the total amount paid to Design/Builder unless the project is accepted as substantially complete by LAWA.
4. Substitution of Securities
 - a. At the request and expense of the Design/Builder, in accordance with California Public Contract Code Section 22300, in lieu of LAWA withholding the five percent (5%) retention, the Design/Builder may: 1) substitute a deposit of securities at least equivalent to the retention to be paid, or 2) request LAWA pay retention directly to an escrow agent, or 3) provide a letter of credit acceptable to LAWA.
 - b. If the Design/Builder requests that retention be paid into an escrow account, the Design/Builder and LAWA shall enter into an escrow agreement in the exact form set forth in Public Contract Code Section 22300. All forms or correspondence pertaining to Security Deposit in Lieu of Withhold shall be addressed to LAWA for review by the City Attorney.
5. Earnest Deposit – An earnest deposit may be held from the final release of retention for any reason set for in the Contract Documents. In the event of a dispute between LAWA and the Design/Builder, or for any of the reasons set forth in the Contract Documents, LAWA may withhold one hundred and fifty percent (150%) of the disputed amount. All or a portion of the monies withheld will be released upon satisfactory resolution.
6. Within seven (7) days from the time that all or any portion of the retention proceeds are received by the Design/Builder, the Design/Builder shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received, and require the same of its subcontractors of every tier, pursuant to the terms of California Public Contract Code Section 7107.

O. Final Payment

1. Final Completion. Upon receipt of written notice of Final Completion, LAWA will complete verification of each outstanding item contained on LAWA's punch list. Upon verification, LAWA will issue a Notice of Acceptance of Contract to the Design/Builder.
2. In conjunction with Final Acceptance as detailed in the Contract Documents, the Design/Builder shall provide a proposed Final Payment request, segregated as to Contract item and Contract Change Order work. Final Change Orders to the Contract shall be negotiated, executed, and incorporated into the Final Payment request.
3. LAWA will review the proposed Final Payment request and, after deducting all previous payments and all amounts to be deducted, withheld, and/or retained under the provisions of the Contract and Public Contract Code Section 7107, will create the Final Payment request. All Progress Payments shall be subject to correction in the Final Payment.
4. If no liens, stop notices, or claims have been filed against the Design/Builder after sixty (60) days from the filing of Notice of Completion and acceptance of Public Works Project, LAWA will approve for payment the entire sum due, including the release of any retention.
5. Final Payment and/or Retention shall not become due until the Design/Builder submits the following to LAWA:
 - a. Satisfactory evidence to LAWA that all payrolls, bills for materials and equipment and other indebtedness connected with the Work have been paid or otherwise satisfied; and

- b. If required by LAWA, other data establishing payment satisfaction of all such obligations such as receipts, releases and waivers of all liens arising out of the Contract, to the extent and in such form as may be reasonably designated by LAWA and all Contract terms and conditions have been met.
 - c. If, after Substantial Completion of the Work of the Contract as approved by: All regulatory agencies, licensing and permitting authorities, and LAWA, Final Completion thereof is materially delayed by a force majeure or by the issuance of Change Orders affecting Contract Completion, LAWA may, at its option, upon application by the Design/Builder and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Project Requirements, and if bonds have been furnished as required by the Contract, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed shall be submitted by the Design/Builder to LAWA prior to certification of such payment. Such payment shall be made for the balance due under the terms and conditions covering Final Payment, except that it shall not constitute a waiver of claims
 - d. The acceptance of Final Payment shall constitute a waiver of all claims by the Design/Builder except those previously made in writing and identified by the Design/Builder as unsettled at the time of the Final Application for Payment.
 - e. Notwithstanding any other provision contained herein or in the Contract, neither Substantial Completion nor Final Acceptance and Final Payment shall occur until final and complete written approval of the Work has been obtained from LAWA, unless such approval is being withheld for items not related to the Design/Builder's Work.
 - f. The savings between the total GMP and the final Cost of Work will revert to LAWA.
6. Within fifteen (15) Calendar Days after the Final Payment request is returned to the Design/Builder, the Design/Builder shall submit to LAWA a written approval of said request or a written statement of exceptions. The Design/Builder's statement of exceptions shall be in sufficient detail for LAWA to ascertain the basis and amount of the exceptions. Failure to provide the detail shall be sufficient cause for denial of the exceptions. Any claim of the Design/Builder or the Design/Builder's subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the Final Payment request) not specifically set forth in the statement of exceptions, is waived by the Design/Builder. If the Design/Builder fails to file a statement of exceptions within the time allowed, LAWA will infer acceptance of the final Progress Payment request as submitted to the Design/Builder.
7. Effect of Final Payment to Terminate Liability
- a. Payment and Design/Builder's acceptance of the final amount due under the Contract shall release LAWA, and LAWA's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of work performed under the Agreement. The acceptance of Final Payment shall constitute a waiver of all claims by the Design/Builder.

GC-53.PAYROLL RECORDS

- A. Design/Builder and each subcontractor performing any portion of the Work under this Contract

shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours for each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, professional, salaried, or other employee employed by him or her in connection with the Work.

- B. The payroll records of Design/Builder and each subcontractor (including payroll records for professional or salaried employees) shall be certified and shall be available for inspection at the principal office of Design/Builder.
- C. Design/Builder shall file a certified copy of the payroll records (including those applicable to professional and salaried employees) with LAWA within ten (10) days after receipt of a written request from LAWA.
- D. Design/Builder shall inform LAWA of the location of said payroll records, including the street address, City and County, and shall, within five (5) days, provide a notice of change of location and address of said payroll records.
- E. It shall be the responsibility of Design/Builder to ensure compliance for itself and its subcontractors with the provisions of this clause.
- F. In the event of noncompliance with the requirements of this clause, Design/Builder shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respect it must comply. Should noncompliance exist after said ten (10) day period, Design/Builder shall be subject to a fee of Fifty Dollars (\$50.00) for each day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Design/Builder acknowledges that, without limitation as to other remedies of enforcement available to LAWA, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Design/Builder.
- G. Certified payroll records shall be submitted, to the City's Office of Contract Compliance by the Design/Builder and all Subcontractors performing work on the project, regardless of dollar amount or type of contract. These payroll records shall be submitted to the Office of Contract Compliance, through the Department of Public Works, Bureau of Contract Administration, Online Certified Payroll System (OCPS).
- H. The period covered shall be from the time work starts until all work is completed on the project. Failure to submit said certified payrolls on time may result in the withholding of progress or retention payments to the Design/Builder and the assessment of penalties as set forth in the California Labor Code.
- I. OCPS is a web based program that will allow contractors to submit certified payrolls electronically. Contractors (of any tier) will be required to submit their certified payrolls through the OCPS. Contractors (of any tier) shall be responsible for maintaining certified copies of payroll records as required by law (§ 1776 of the California Labor Code). The prime contractor shall be responsible for ensuring that all their subcontractors regardless of tier submit certified payrolls through OCPS. Training for OCPS will be provided by the BCA during the second and fourth Wednesday of each month. For further questions, please send an email to ocps.help@lacity.org.

CHANGES AND DIRECTIVES

GC-54.FIELD DIRECTIVES

- A. During the design phase, prior to GMP, a Field Directive may be issued to the

Design/Builder to incorporate LAWA's concerns or comments into the specifications and/or design.

- B. LAWA may issue Field Directives to the Design/Builder to provide direction or information that in the opinion of LAWA does not effect a change to the Contract Work or transmit the Field Directive to the Design/Builder to reject a Contractor Potential Change Notice for "No Merit."

GC-55.NO ORAL MODIFICATIONS

No oral statement of any person including the Design/Builder's personnel shall in any manner or degree, modify or otherwise affect the terms of this Contract except as provided herein.

GC-56.DIFFERING PROJECT SITE CONDITIONS

- A. The Design/Builder shall immediately, and before any of the following conditions are disturbed, notify LAWA, first verbally and later within seven (7) days of the verbal notification, with a properly documented Contractor Potential Change Notice (CPCN), of the following:
 - 1. Subsurface or latent physical conditions at the Project Site differing materially from those indicated in the Contract Documents, or physical conditions differing from those conditions present at the time of executing the Contract; or
 - 2. Unknown physical conditions at the Project Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. LAWA will investigate such conditions, and if it finds that such conditions do materially differ and could not have been discovered, or reasonably inferred, from the Contract Documents or a thorough inspection of the Project Site by the Design/Builder, and such conditions cause an impact to the Contract pricing, or Work Completion Time, LAWA may issue a Change Directive.
- C. If the Design/Builder has not fully complied with the documentation and submittal requirements of the CPCN in accordance with the Contract, the Design/Builder shall be deemed to have waived its right to assert a claim for any adjustment to the Contract pricing, or Work Completion Time arising out of such differing Project Site conditions.
- D. Should an agreement not be reached on a Change Order, LAWA may issue a Change Directive to have the Work performed. The Work will be performed on a Time and Material basis. The Design/Builder shall be required to keep detailed records of all costs related to performing the Work and compensation for said work will be reconciled in a Change Order upon agreement of a lump sum price or completion of the Work, whichever occurs first.

GC-57.CONTRACTOR POTENTIAL CHANGE NOTICES

- A. The Design/Builder shall give LAWA prompt written notice of such matters pursuant to the time requirements herein and request a Change Directive in a document identified as a Contractor Potential Change Notice (CPCN), should the Design/Builder:
 - 1. Receive any instructions, interpretations or directives which it believes are at variance with the Contract Documents or will impact the Contract Schedule; or

2. Encounter a differing Project Site condition; or
 3. Be delayed in performing the Work; or
 4. Become aware of any other matter or circumstance which the Design/Builder believes might require a change in the Contract Documents, Work Completion Time, or Contract pricing,
- B. All Contractor Potential Change Notices shall be dated, numbered uniquely and sequentially, and shall describe the action or event which the Design/Builder believes will merit the issuance of a Change Directive. The Design/Builder shall also provide a description of possible Design/Builder actions or solutions to minimize the cost of the CPCN and, shall provide an estimate of the adjustment in the Work Completion Time and Contract Pricing which it believes is appropriate.
- C. Time Requirements
1. With respect to orders, instructions, directives, interpretations, determinations, differing Project Site conditions, delays or other issues, a CPCN shall be submitted as soon as possible and before the Design/Builder disturbs or acts on any perceived changed conditions, and in no event more than seven (7) days after the events giving rise to the Design/Builder claim were reasonably received or discovered. Design/Builder shall submit supporting documentation sufficient to evaluate the events and action in question, including contract materials, submittals, communications of all types, digital photographs and names with contact information of persons with the greatest first-hand knowledge.
- D. Determination by LAWA
1. Within ten (10) days, LAWA shall ~~will~~ evaluate the CPCN for merit. LAWA will issue a Field Directive if merit is denied. LAWA will issue a Change Directive if merit is granted and direct the Design/Builder to provide a Contractor Change Request, to proceed with changes, or other instructions as necessary.
- E. Submittal Requirements and Waiver of Claims
1. If the Design/Builder does not submit a CPCN within the time required above, any action by the Design/Builder related to such order, direction, instruction, interpretation, determination, or other matter, including delays or differing Project Site conditions, shall not be considered a change to the Work and the Design/Builder waives any claim for an adjustment to the Contract pricing or the Work Completion Time.
 2. If a CPCN is denied by LAWA, in whole or in part, any claim for an increase in the Contract pricing or Work Completion Time arising out of the act or event described in the CPCN is waived unless the Design/Builder places the item into dispute by providing written notification to LAWA within fourteen (14) days of receipt of the Field Directive.

GC-58.CONTRACTOR CHANGE REQUEST

- A. The Design/Builder shall, within twenty-one (21) days, or as modified in the Special Conditions, after receiving a Change Directive, provide LAWA with a complete and itemized Contractor Change Request (CCR) which sets out as specifically as practicable the requested adjustments to the Contract Pricing, Work Completion Time or other Contract provisions. The Design/Builder shall be responsible for delays to the Work and any additional costs incurred by LAWA caused by its failure to submit complete pricing and schedule information within the time provided above. The CCR shall utilize the same numbering system as the CPCN and

reference the Change Directive or any other pertinent document in order to ensure that all documents will be easily associated with one another. The CCR shall also contain a detailed explanation, citing all applicable provisions in the Contract Documents, which supports the Contractor Potential Change Notice. The CCR shall be in such a form and have sufficient details as to clearly indicate separate cost breakdowns for labor by craft, materials by item, supervision, tools, equipment rental, other items and expenditures, mark-up and bond. Should the Design/Builder submit its CCR without a fully developed Time Impact Analysis, LAWA shall assume the time impact associated with the change is negligible and will review the CCR accordingly. If the Design/Builder does not submit its itemized CCR for a Change Order within the time described above or within such extension which LAWA, in its discretion may have granted in writing, the Design/Builder waives any claim for an adjustment to the Contract Pricing or Work Completion Time arising out of the act or event giving rise to or necessitating a Contractor Potential Change Notice and Contractor Change Request.

- B. LAWA's request for pricing shall not be considered authorization to proceed with the changed work prior to the issuance of a formal Change Order or subsequent Change Directive to commence with changed work. Such request for pricing shall not constitute justification for a delay to the existing work or a time extension under the Contract.
- C. The Design/Builder shall furnish, upon request, all additional information and data which LAWA determines is needed to assist LAWA in evaluating and resolving the Contractor Change Request through negotiation, including all materials required under the Audit provisions of this Contract. The Design/Builder shall give LAWA access to its books, correspondence, records, files, and other materials relating to the Work described in the Contractor Change Request, shall require its subcontractors and suppliers to provide LAWA with such access, and shall make its personnel and that of its subcontractors and suppliers available to discuss and answer cost, schedule, and other questions related to such request. Clear and legible copies of all necessary supporting records shall be provided to LAWA at no cost. Failure to submit requested information may be a basis for denial of the Contractor Change Request.
- D. Specific requirements for delay-based Changes
 - 1. If the CCR is based in whole or in part on a delay of any kind or nature, the complete itemized CCR shall include the following information in addition to all other required information:
 - a. The date, nature and circumstances of each event regarded as a cause of the delay;
 - b. The names of all individuals acting on behalf of LAWA, Design/Builder and subcontractor, who are known or believed by the Design/Builder to have direct knowledge of the delay;
 - c. If the Design/Builder claims acceleration costs of scheduled performance or delivery, the basis upon which acceleration arose, and identification of the activities accelerated and labor/equipment/resources planned before and during the acceleration period for each activity;
 - d. The identification of any documents and the substance of any oral communications known to the Design/Builder which substantiate, refute or concern such delay;
 - e. A Critical Path Method (CPM) schedule corrected to reflect actual performance, showing delay impacts as separate tasks and Design/Builder's mitigation of such impacts.
 - f. The specific elements of Contract performance for which the Design/Builder may seek

an equitable adjustment, including:

- 1) Identification of each Contract or schedule line item which has been or may be affected by such delay;
- 2) To the extent practicable, identification of the delay and disruption in the manner and sequence of performance, and the effect on continued performance, which have been or may be caused by such delay;
- 3) Identification of labor, materials, or both, or other cost items including overhead and subcontractor costs, which have been or may be added, deleted or wasted by such delay, and a statement that the Design/Builder is maintaining records by some generally accepted accounting procedure which allows the separately identifiable direct costs due to the delay, and those not incurred as a result of the delay, to be readily identified and segregated.
- 4) Estimates of the necessary adjustments to Contract Pricing, Work Completion Time and any other Contract provisions affected by the delay.

GC-59. CHANGE DIRECTIVES

- A. LAWA, without invalidating this Contract and without notice to any surety, may order extra work or make changes by altering, adding to, or deducting from the Work through a signed Change Directive and prior to execution of a Change Order/CGMP Revision.
- B. A Change Directive (CD) is a written directive, signed by LAWA, which directs the Design/Builder to perform a change to the Work or requests a Contractor Change Request. LAWA may direct the Design/Builder to commence with a change in the Work on an agreed upon Lump Sum price, a Time and Materials basis, a Unit Price basis, or a combination of these.
- C. Minor changes in the Work: Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design/Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design/Builder shall promptly inform LAWA, in writing, of any such changes and record such changes on the documents maintained by Design/Builder. LAWA will utilize a Change Directive to direct the Design/Builder as follows:
 1. Submit a Contractor Change Request for potential changes to the Work in accordance with GC-57.
 2. Proceed with the scope of the Change Directive on a Time and Materials basis.
 - a. The Design/Builder shall proceed with change work on a Time and Materials basis when so directed.
 - b. The Design/Builder shall notify the LAWA Inspector as soon as possible but no later than the beginning of each day when Time and Material work is in progress.
 - c. The Design/Builder shall submit a signed daily Time and Material report to the LAWA Inspector for signature and approval on forms supplied by LAWA. The report shall include a listing of all labor, materials, and equipment involved for that day, and other services and expenditures for the Time and Material work. The Daily Report for Time

and Material shall include:

- d. The Design/Builder shall submit a signed daily Time and Material report to the LAWA Inspector for signature and approval on forms supplied by LAWA. The report shall include a listing of all labor, materials, and equipment involved for that day, and other services and expenditures for the Time and Material work. The Daily Report for Time and Material shall include:
 - 1) Names of workers, classifications, and hours worked.
 - 2) Description and list quantities of materials used and delivery tickets as applicable.
 - 3) Types of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
 - 4) List of any other services and expenditures in such detail as LAWA may require.
 - 5) The Design/Builder shall fully document all costs associated with such work.
 - 6) Failure to submit the daily report by the close of the next working day may waive any rights for compensation associated with that day's work.
 - 7) The final Contract adjustment for change shall be calculated in accordance with the Pricing Adjustment Section.
3. Proceed with the scope of the Change Directive on a Unit Price basis
 - a. If LAWA determines a change in an item of work is covered by a Contract Unit Price then an adjustment can be made on a Contract Unit Price basis.
 - b. The Design/Builder shall proceed with changed work on a Unit Price basis when so directed. This adjustment in payment will be based upon the increase or decrease in quantity and the Contract Unit Price.
 - c. If the Design/Builder disagrees with LAWA's determination for utilizing the Contract Unit Price, the Design/Builder shall submit a Contractor's Potential Change Notice pursuant to the Contract documents.
4. Proceed with the scope of the Change Directive on an Agreed Price.
 - a. If LAWA and the Design/Builder can come to a mutual agreement for the price, LAWA may direct the Design/Builder to proceed with said changed work at said agreed upon price.
5. Proceed while pricing and/or any other direction as required by LAWA.
 - a. LAWA may direct Design/Builder to proceed on a Time and Material basis while pricing a CCR for the subject work, subject to a Not to Exceed (NTE) for which Design/Builder must provide notice to LAWA in writing immediately upon reaching seventy five percent (75%) of the NTE amount, otherwise, the NTE is the final NTE for the work.
 - b. LAWA may issue a Change Directive to the Design/Builder with a combination of the above or other direction as necessary.
6. When LAWA and the Design/Builder reach an agreement on an adjustment to the Contract Amount and/or Work Completion Time, the agreement shall be incorporated into a Change Order/CGMP Revision for Execution.

GC-60.CHANGE ORDERS

- A. A "Change Order" (CO) is a written document issued to the Design/Builder any time after the execution of the Contract documenting a change in the Contract. The Contract Pricing and Work Completion Time may only be changed by executed Change Order. Change Orders are generally bilateral, signed by the Design/Builder and by LAWA. LAWA may also issue unilateral Change Orders, should there be an impasse on executing a bilateral agreement or time does not permit further negotiations.
- B. No extra work or change in the Contract Documents shall be made unless by a written Change Order approved by LAWA. No claim for any change to the Contract Pricing or Work Completion Time shall be valid unless so ordered. A Change Order signed by the Design/Builder conclusively establishes the Design/Builder's agreement therewith, including the adjustment in the Contract Pricing and the Work Completion Time.
- C. LAWA reserves the right to contract with any person or firm other than the Design/Builder for any or all changed work.
- D. If necessary, the Change Order will be submitted to the Board for its approval.
- E. Accord and Satisfaction. It is the intent of LAWA to settle each Change Order full and final at the time the Change Order is issued. Therefore, the following language will be deemed incorporated into all Change Orders:

"The undersigned hereby proposes and agrees to furnish any and all labor, material and equipment, including all overhead and profit, in strict accordance with the requirements of the original Contract Documents except as specifically above noted otherwise for the sum stated above, and that are required in connection with the above proposed change.

By signing the Change Order, the Contractor acknowledges and agrees, on behalf of itself, all subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended overhead costs, delay, all impacts, and ripple effect of cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes the compensation (time and cost) set forth in the Change Order and comprises the total compensation due the Contractor, all subcontractors, and all suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. The Contractor is in full mutual accord and satisfaction with the change, and that the time and /or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all subcontractors, and all suppliers, as a result of the changes. The Contractor, on behalf of the Contractor, all subcontractors, and all suppliers, agrees to waive all right, without exception or reservation of any kind whatsoever, to file any further Claim related to this Change Order. No further Claim or request for equitable adjustment of any type shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under the Contract. The Contractor further agrees to indemnify and hold the Agency and its agents harmless from any further Claims, requests for equitable adjustment, or damages raised by subcontractors or suppliers at any tier, as a result of the Work under this Contract. The Contractor, on behalf of the Contractor, all subcontractors, and all suppliers, expressly waives the benefits of the provisions of Section 1542 of the 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 MUST HAVE

MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." The Owner and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly to this Change Order."

- F. Unilateral Change Order. In case of failure on the part of LAWA and the Design/Builder to arrive at an agreement on the amount of a credit or an extra cost for a proposed change to the Contract Documents, a unilateral Change Order will be processed in the amount believed by LAWA to be reasonable and the Design/Builder shall proceed with the Work. If the Design/Builder believes that the amount set forth in the unilateral Change Order is not a reasonable payment for the Work required, the Design/Builder may file a Claim and request for review. The Design/Builder shall submit all supporting documentation of costs associated with a unilateral Change Order within fifteen (15) days of completing work on the said change or acceptance of the costs will be implied and the Design/Builder will waive all rights to a claim.

GC-61.PRICING OF CHANGES

- A. Pricing of changes to the Work in the form of a Change Order shall be in accordance with one of the following methods:
1. Lump Sum
 - a. The Work will be priced pursuant to the LAWA approved Schedule of Values. The Schedule of Values will be built upon a Work Breakdown Structure (WBS) as required by the Contract Documents and approved by LAWA. The Schedule of Values shall correlate with the cost loaded schedule of activities as required by the Contract Documents.
 - b. Lump Sum adjustments shall be based upon agreement between LAWA and the Design/Builder on the cost of the changed work. Mark-up for Overhead, profit, and bonding (Section 4. below) shall be used to establish Lump Sum adjustments. Pricing guidelines under Time and Materials work (Section 3. below) may be used by LAWA to establish Lump Sum adjustments.
 - c. Schedule of Values
 - 1) Subcontractor lump sum work will be priced pursuant to a Schedule of Values. The Schedule of Values will be built upon a Work Breakdown Structure (WBS) approved by LAWA. The Work also includes preparing and submitting updated copies of the Schedule if the Schedule is affected by change orders or GMP revisions.
 - 2) This updated Schedule shall be cost-loaded as required by the Contract Documents.
 - 3) The Schedule of Stored Material, if required, is a detailed cost breakdown for materials which will be temporarily stored prior to being installed, and for which the Design/Builder seeks partial payments.
 - 4) The Design/Builder shall identify items in the Schedule of Values and Schedule of Material Stored with the Specification Section numbers, Specification Section title, and the bid item number used for the Schedule of Prices and Quantities.
 - 5) The Design/Builder shall identify items in the Schedule of Values and Schedule of Stored Material with the Specification Section numbers, Specification Section title, and the bid item number used for the Schedule of Prices and Quantities for Unit

Price adjustments.

- 6) The Design/Builder shall, upon request by LAWA, support values given with data which will substantiate the correctness of the values.
- 7) Breakdown of the items used in the Schedule of Values shall include the following:
 - a) Delivery cost of product with taxes paid.
 - b) Total installation cost, with overhead and profit.
 - c) Breakdown costs of the lump sum with a list of products and major operations, by trade, for which the Design/Builder seeks to receive progress payments for that bid item.
 - d) Where applicable, breakdown costs of the lump sum for Design Services by design consultant for which the Design/Builder seeks to receive progress payments.
 - e) Where applicable, breakdown costs of the lump sum for Pre- Construction design Assist Services by trade for which the Design/Builder seeks to receive progress payments.
- 8) The Schedule of Stored Materials
 - a) The Design/Builder shall submit with the Schedule of Stored Materials an indication of whether products will be stored on or off the Project site. The Schedule of Stored Materials shall show quantities and types of products that will be stored.
 - b) The cost of Stored Material is the net cost of the product, the cost of delivery and unloading at the storage site, the cost of sales taxes and all discounts.
- 9) Review and Re-submittal
 - a) If review by LAWA indicates that changes to the Schedule of Values are required, the Design/Builder shall revise and resubmit said schedule.

2. Unit Price

- a. For changes to the work covered by a Contract Unit Price, the Design/Builder will be compensated at the Contract Unit Price when so directed by LAWA. The amount of compensation shall be based upon the actual field measured quantities and the Contract Unit Price constructed pursuant to the Contract Documents.
- b. Contract Unit Price shall constitute full compensation for the items of work and all appurtenant work, including furnishing all material, supervision, labor equipment, tools and incidentals. The Contract Unit Price also includes, but is not limited to, all Overhead and Profit and bonding for the Design/Builder, its subcontractor, suppliers, or sub-subcontractor of any tier, and no additional compensation shall be granted. No additional mark-up shall be allowed for changed work compensated for on a Contract Unit Price basis.

3. Time and Materials

- a. Basis for establishing costs for Time and Material Work
 - 1) Direct Costs - Labor
 - a) Labor costs include paid wages of field construction workers (including necessary overtime) incurred for the Work. Wages paid must meet and are

limited to the hourly rates requirements established by the State of California Department of Industrial Relations, unless justification is submitted in writing to and approved in writing by LAWA. Labor is to include up to working general foremen, who are directly assigned to the changed/extra work. Employees identified as superintendents or are non-working general foremen shall not be charged as labor on changed/extra work. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- b) No Design/Builder or subcontractor personnel stationed at the Design/Builder or subcontractor's home or branch office shall be charged to the cost of work. Any non-field office based Design/Builder support personnel who provide service and advice from time-to-time throughout the Contract will be considered to be covered by the Design/Builder's mark-ups as defined in the Contract unless otherwise approved by LAWA.
- c) Labor costs include costs paid or incurred by the Design/Builder for payroll taxes, Worker Compensation Insurance, contributions, assessments and benefits required by the State of California Department of Industrial Relations and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the costs of work. Copies of certified payrolls will be required by LAWA.

2) Direct Costs - Materials and Equipment

- a) Actual costs, including transportation of materials and equipment incorporated or to be incorporated into the construction. LAWA has the right to confirm that costs submitted do not exceed fair market value and pay only fair market value if costs submitted are not reasonable. Unused excess materials, if any, shall be handed over to LAWA at the completion of the Work. LAWA shall not pay for unreasonable quantities of excess materials. No payment will be made for materials and equipment not incorporated in the Work, unless specifically authorized by LAWA.
- b) Actual costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Design/Builder at the Project Site. LAWA has the right to confirm that costs submitted do not exceed fair market value and pay only fair market value if costs submitted are not reasonable. Items not fully consumed during the performance of the Work shall be returned to LAWA, unless directed otherwise.
- c) Rental charges, including cost of transportation, for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Design/Builder at the Project Site, whether rented from the Design/Builder or others, are subject to provisions regarding rental of the Design/Builder's equipment or equipment rented from third parties are as outlined in the following paragraphs:
 - I. Proposed rental rates and related fair market values for Design/Builder owned (affiliate owned, subsidiary owned or related party owned) equipment with a rental rate of more than one thousand dollars

(\$1,000.00) (total) over the estimated term of the rental and/or rental period over twelve (12) months shall not exceed eighty percent (80%) of the Rental Rate Blue Book, and shall be submitted to and approved in advance and in writing by LAWA. LAWA may request that this rental approval request include the current hours or mileage reading from the equipment, the projected usage of each piece of equipment and purchase price of that equipment new. With this information, the Design/Builder may also be requested to perform a lease versus purchase analysis before a decision is made by LAWA. The rental rates are subject to audit and adjustment by LAWA.

- II. Rental charges for equipment which is not owned by Design/Builder or any of its affiliates, subsidiaries, or other related parties and is rented from third parties for use in proper completion of the Work will be reimbursed at actual costs as long as the rental rates do not exceed those prevailing in the Los Angeles area. For equipment with a rental rate of more than one thousand dollars (\$1,000.00) (total) over the estimated term of the rental and/or over twelve (12) months, the Design/Builder may be requested to provide documentation (a lease versus purchase analysis) to justify the reason for renting the equipment rather than purchasing it. Any lease/purchase arrangements must have advance concurrence from LAWA before entering into such an arrangement and/or charging lease/purchase rental charges as a reimbursable job cost.
- III. All costs incurred for minor maintenance and repairs shall be reimbursed at actual costs. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and the cost of such repairs shall not be reimbursable under the Agreement.
- IV. Rental equipment shall be paid for on an hourly, daily, weekly, monthly, or standby rate (or some combination) whichever arrangement is in LAWA's best interest.
- V. Materials stored within a fifty (50) mile radius of the project are considered on site materials and materials stored outside a fifty (50) mile radius are subject to a separate Security Agreement. A sample of this agreement is available from LAWA upon request.
 - i. All losses resulting from lost, damaged or stolen tools and equipment (including rental equipment) shall be the sole responsibility of the Design/Builder, and the cost of such losses shall not be reimbursable under the Contract.
 - ii. The Design/Builder shall maintain a detailed inventory for all equipment worth one thousand dollars (\$1,000.00) or more when put into service on this Contract. This inventory shall be submitted to LAWA upon request. For each non-rental piece of equipment, the inventory should contain: original purchase price or acquisition cost, acquisition date, mileage or hour reading at acquisition and disposition, and final disposition. At the completion of the Contract, the Design/Builder shall transfer possession of any remaining job-

owned equipment to LAWA; or, at LAWA's option, the Design/Builder may keep any such equipment for an appropriate credit to job cost, which will be mutually agreed to by LAWA and the Design/Builder.

- iii. Normal and reasonable costs associated with setting up and running a Project Site office, if such an office is not provided by LAWA.

4. Mark-Ups

a. Design/Builder's Overhead and Profit

- 1) The mark-ups for overhead and profit include and are full compensation for all indirect costs of any nature, including without limitation Home and Field Office Overhead, all taxes and insurance of any nature (except those covered herein under labor or material costs), small tools, incidental job burdens, incidental engineering and all other indirect costs of the Changed Work. Incidental engineering costs shall include all time spent by Design/Builder staff for RFIs and request for change preparation, Change Order administration, preparation and coordination of shop drawings, attendance at meetings, inspections, scheduling, estimating, claim preparation and review, mix and shoring design, and all other tasks normally performed by a Design/Builder as part of the work under a similar Design/Build contract. [JA to as C.A. for no compounding % language].
 - a) Calculate 10 percent (10%) overhead and profit for the Design/Builder based upon the estimated or actual direct cost of that portion of the changed work to be performed by the Design/Builder.
 - b) Calculate five percent (5%) costs for overhead and profit for the Design/Builder based upon the estimated or actual direct cost of the portion of the changed work to be performed by a subcontractor, supplier, or sub-subcontractor.
 - c) Calculate five percent (5%) overhead and profit for the Design/Builder based upon the estimated or actual direct cost of the portion of the changed work to be the cost of such additional Design Work performed by a Design Professional.

b. Subcontractor, Supplier, or Sub-subcontractor Overhead and Profit [DK to ask Larry G. for opinion of this section's language]

- 1) Single Tier - Calculate fifteen percent (15%) overhead and profit for the subcontractor based upon the estimated or actual direct cost of that portion of the changed work to be self-performed by a subcontractor or supplier.
- 2) Multi-Tier - Calculate ten percent (10%) overhead and profit for the subcontractor based upon the estimated or actual direct cost of that portion of the changed work to be self-performed by the subcontractor or supplier. Calculate five percent (5%) overhead and profit for the subcontractor based upon the estimated or actual direct cost of the portion of the changed work to be performed by a lower tier subcontractor or supplier.

c. Bonding and Insurance Markup

- 1) The bonding cost shall be the calculated amount using the percentage proposed by the Design/Builder with its proposal.
- 2) No bonding markup will be applied to Allowance Items of work.

- 3) Mark-ups for insurance shall be the calculated amount using the percentage proposed by the Design/Builder with its proposal.
- d. No Mark-ups for overhead and profit nor for bonding shall be allowed for changes to work covered by a Unit Price adjustment.

DISPUTES AND CLAIMS

GC-62. RESOLUTION OF DISAGREEMENTS

- A. In the event LAWA and Design/Builder disagree upon whether Design/Builder is entitled to be paid for work required by LAWA, or in the event of any other disagreements over the scope of work included within the Contract, LAWA and the Design/Builder agree to negotiate in good faith to resolve the issue amicably. As part of the negotiation process, Design/Builder shall furnish LAWA with a good-faith estimate of the costs to perform the disputed work.
- B. If the parties are unable to agree, and LAWA expects Design/Builder to perform the Work, Design/Builder shall proceed to perform the disputed work conditioned upon LAWA issuing a written directive to Design/Builder directing Design/Builder to proceed and specifying the Work that is to be performed. In the event of such a dispute, the Design/Builder shall not be excused from any scheduled completion date provided by the Contract and shall promptly proceed with all work to be performed under the Contract. However, the Design/Builder shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes.
- C. All parties will participate in developing a dispute resolution ladder, which will help establish and communicate the chain of command. The ladder then becomes a mechanism to enable decisions to be made quickly and effectively. The concept involves quick identification of a conflict and parties involved to solve the problem in order to maintain project momentum. The ladder ensures that minor problems do not escalate into damaging disputes. Each level of the organization is expected to work cooperatively to resolve issues. However, if issues cannot be resolved in a timely manner or are beyond the authority granted at that level, each party understands that the issue must be elevated to the next level.
- D. Dispute Resolution procedure shall be set up within the first session of the Partnering Phase.

GC-63. CLAIMS

A. Administrative Process

1. If Design/Builder does not agree with LAWA's decision with regard to a Design/Builder claim (e.g. a Change Order Request), it may submit its position to LAWA as a dispute. In the event that LAWA has a claim against Design/Builder it shall follow the same procedures outlined below.
2. Any claim must be submitted in writing and in electronic form to the other party with all documentation which it believes relate to the issues it is raising ("Dispute Submittal"). All documents shall be scanned. All disputes and negotiations shall be documented by each Party in writing in accordance with the Notices section of the Contract and shall state each claim specifically, show the calculation and basis for each claim for compensation and the schedule (including fragnet) analysis for each schedule demand. Any claim that lacks specific calculation or documentary support (legal question), will not be further considered, and will be a waiver of that claim so that no further administrative or judicial action may be taken.

3. Any Dispute Submittal by the Design/Builder must be delivered within forty-five (45) days of LAWA decision that gave rise to the dispute, or if LAWA failed to respond to a Design/Builder claim, within six (6) months of the Design/Builder claim. The Dispute Submittal is a condition precedent to consideration of a Government Code claim.
 4. Within two (2) months of receipt of a Dispute Submittal, the parties must engage in good faith negotiations. Either party may, within that two month period, request that resolution be conducted by a mutually agreeable third-party process. The cost of the third-party process will be split equally among all participating parties.
 5. Any separate agreement reached by the parties as a result of a mutually agreeable third-party resolution process may be implemented as a Change Order.
 6. If Design/Builder does not accept the results of the good faith negotiations or the requested third-party resolution process and there has been no final resolution of the dispute, Design/Builder shall file a Government Code claim, with the steps outlined above being a condition precedent to the filing of a Government Code Claim.
 7. The Parties may agree that the time for the filing of a Government Code Claim shall be tolled during the pendency of negotiations and any mediation. The terms of the tolling agreement shall be subject to the agreement of the Parties.
- B. Government Code Claims. If the Design/Builder has satisfied all of the requirements set forth above and the Dispute has not been resolved, Design/Builder shall file a Claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencement with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code ("Government Code Claim") within the time limits set forth in Government Code.
- C. Performance During Claim or Dispute. The Design/Builder shall proceed diligently with performance of the Contract pending resolution of any claim, dispute, litigation or appeal of the issues between the parties, except for any performance LAWA determines in writing should be delayed, suspended or terminated as a result of such claim or dispute.
- D. Certification of Claims. Any claim, including without limitation any claim filed on behalf of or having its source in a claim by subcontractor, sub-subcontractor, or supplier, at any tier, which the Design/Builder chooses to make to LAWA, shall be accompanied by the certification language set forth below signed by a responsible managing officer of the Design/Builder's organization, who has the authority to sign subcontracts or Purchase Orders on behalf of the Design/Builder, and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification. Submission of certification in accordance herewith is a condition precedent to LAWA's consideration of or decision on the claim and to the filing and maintenance of any legal action or proceeding to enforce or recover monies under such claim. Failure to submit such a certification along with the claim shall result in the claim being returned to the Design/Builder without any decision, and shall waive the Design/Builder's right to pursue the claim either on its own behalf or on behalf of such subcontractor or supplier.

"I hereby certify under penalty of perjury that I am a managing officer of (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (subcontractor's/supplier's name(s)) and that the following statements are true and correct:(1) The facts alleged in or that form the basis for the Claim are true and accurate; and, (2) Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and, (3) Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and

by any subcontractor or supplier, of any tier, that is asserting all or any portion of the Claim) and confirmed with mathematical certainty that the losses or damages suffered by Contractor and /or such subcontractor or supplier were in fact suffered in the amounts and for the reasons alleged in the Claim; and, (4) Contractor has, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules(including those maintained by Contractor and by any subcontractor or supplier, of any tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such subcontractor or supplier were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and, (5) Contractor has not received payment from City for, nor has Contractor previously released City from any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____"

- E. Notwithstanding any conflicting provisions of GC-61 and GC 62, the provisions of California Public Contract Code Section 9204 apply, which provides in relevant part:

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference,

if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, such as neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

AUDIT

GC-64.AUDITS AND RECORDS

Design/Builder and its subcontractors of any tier shall keep accurate and complete books of accounts, records, documents and other evidence related to the charges for and performance of any work, and of any change or modification thereto so that LAWA may verify requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Contract price adjustments and claims. Such materials and documents shall be made available at the offices of the Design/Builder during normal business hours or at reasonable times otherwise agreed upon by the Design/Builder and LAWA. The above documents shall be available to LAWA, City representatives and the City Controller, or their employees and consultants for inspection, audit or reproduction, until five (5) years from date of final payment for any work. LAWA shall bear its expenses in performing such inspection or audit, and the Design/Builder shall bear any expenses incurred by it in supporting any such inspection or audit; provided, however, that should any audit or investigation produce evidence that the Design/Builder has knowingly overstated charges or units of measurements upon which charges are based, or provided gifts, gratuities or other benefits to employees of LAWA in violation of LAWA's policy on integrity and ethical conduct, the Design/Builder shall be liable to LAWA for damages including cost of audit and investigation. Information subject to audit specifically includes Design/Builder's and all subcontractor's job cost accounting records and live files maintained on their job cost accounting system, to include cost codes, job cost variance reports with back charge cost codes and claims cost codes and accumulated costs shown. LAWA may in its discretion have a third party consultant review and use a copy of the data file for the job cost accounting system in the evaluation of any claims or disputed change orders, to then be returned to the Design/Builder or subcontractor.

GC-65.PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. City Information: The Design/Builder understands and agrees that, in performance of this Contract, the Design/Builder may have access to private or confidential information that may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The Design/Builder agrees that all information disclosed by the City to the Design/Builder shall be held in confidence and used only in performance of the Contract. The Design/Builder shall exercise the same standard of care to protect such information as a reasonably prudent Design/Builder would to protect its own proprietary data.
- B. Design/Builder Information: The parties understand that all the material provided or produced under this Contract may be subject to the California Public Records Act, Cal. Government Code section 6250, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Design/Builder of such request in order to give the Design/Builder the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design/Builder agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Design/Builder further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design/Builder's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

WARRANTIES

GC-66.WARRANTIES

- A. All Work shall be warranted by the Design/Builder against defective workmanship and materials for the warranty period specified elsewhere in the Contract or two (2) years after the date of the Substantial Completion of the Work by LAWA, whichever is later. Neither Final Acceptance nor the final payment nor any provision in the Contract Documents shall relieve the Design/Builder of responsibility for faulty material or quality of Work. The Design/Builder shall replace or repair any such defective Work in a manner satisfactory to LAWA, after notice to do so from LAWA and within the time specified in the notice.
- B. The Contractor shall specifically stipulate in all Subcontractor or Supplier contracts and purchase order forms for all materials and systems that the warranty or guarantee period begins with the date of Substantial Completion. The Contractor shall, during the course of the Work, specifically instruct Subcontractors and Suppliers that all written warranties or guarantees that are due to be submitted to the City, shall indicate the initiation of the warranty or guarantee period as being the date of Substantial Completion.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Design/Builder of warranty on work that incorporates products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Design/Builder.
- D. The Design/Builder shall promptly investigate, repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment, or other items in the Work which contain faults or defects whether such failures are observed by LAWA or Design/Builder at any time during the Contract Time or during the warranty period. The Design /Builder shall bear all costs of investigating and correcting, which includes the design efforts necessary to correct such Work covered by the warranties described in this section or elsewhere in the Contract Documents. If repair or replacement of faulty items of the Work is necessary, proper temporary substitutes shall be provided by the Design/Builder in order to maintain the progress of the Work and/or keep systems operating without any additional costs to LAWA. The obligations of the GC-66 shall survive termination of the Contract under the provisions of GC-37 and GC-38. Nothing herein shall limit LAWA's right to seek recovery for latent defects which are not observable until after the warrant periods have expired.
- E. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- F. Reinstatement of Warranty: When work covered by warranty has failed and been corrected by replacement or rebuilding, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.
- G. Replacement Cost: Upon determination that work covered by warranty has failed, replace or rebuild work to acceptable condition complying with requirements of Contract Documents. Design/Builder is responsible for cost of replacing or rebuilding defective work regardless of whether LAWA has benefited from use of work through portion of its anticipated useful service life.
- H. Warranty for labor and materials required by the Contract Documents shall have their warranty period begin on the date of Substantial Completion for a period of two (2) years or as or as may be specified for certain materials and systems in the technical specifications or Design and Construction Handbook, whichever is longer. The Design/Builder shall provide any and

all technical support necessary to provide oversight, training and coordination of LAWA or Airport personnel who perform the maintenance for installations performed under these specifications such that the Warranty durations specified in those sections and elsewhere in the Contract Documents will not begin until Final Acceptance of all work required by the Contract. All arrangements required to be made with any supplier shall be made by the Design/Builder.

- I. The Design/Builder shall replace or repair any such defective work in a manner satisfactory to LAWA, after notice to do so from LAWA and within the time specified in the notice. If the Design/Builder fails to make such replacement or repairs within the time specified in the notice, LAWA may perform this work. LAWA shall back charge or deduct from the amount to be paid to the Design/Builder the actual expense for such work plus a fee of fifteen percent (15%) for LAWA's administrative costs. If Design/Builder does not pay or otherwise satisfy such back charge, then and the Design/Builder's sureties shall be liable for the cost thereof.
- J. Expressed warranties made to City are in addition to implied warranties and shall not limit duties, obligations, rights, and remedies otherwise available under law. Expressed warranty periods shall not be interpreted as limitations on time in which City can enforce such other duties, obligations, rights, or remedies.
- K. Expressed warranties made to City shall not deprive City of other rights City may have under other provisions of Contract Documents and are in addition to and run concurrent with other warranties made by Design/Builder under requirements of Contract Documents.
- L. Rejection of Warranties: City reserves right to reject warranties and to limit selection to products with warranties not in conflict with requirements of Contract Documents.
- M. Where Contract Documents require special warranty, or similar commitment on work or part of work, city reserves right to refuse to accept work, until Design/Builder presents written evidence that entities required to countersign such commitments have done so or are willing to do so.
- N. Warranty Submittals: Submit written warranties to LAWA prior to date certified for substantial Completion. If Certificate of Substantial Completion designates commencement date for warranties other than date of Substantial Completion for work, or designated portion of work, submit written warranties upon request of LAWA.

When a designated portion of work is completed and occupied or used by City, by separate agreement with Design/Builder during construction period, submit properly executed warranties to LAWA within fifteen (15) days of completion of that designated portion of work.

- O. When Contract Documents require Design/Builder, or Contractor and subcontractor, supplier or manufacturer to execute special warranty, prepare written document that contains appropriate terms and identification, ready for execution by required parties. Submit draft to LAWA, for approval prior to final execution. Refer to other sections for specific content requirements and particular requirements for submitting special warranties.
- P. Form of Submittal: At Final Completion compile two (2) copies of each required warranty properly executed by Design/Builder, or by Contractor, subcontractor, supplier, or manufacturer. Organize warranty documents into orderly sequence based on table of contents of Project Manual.
- Q. Design/Builder shall provide all warranties as specified in the Contract Documents and elsewhere in the Design Standards and/or Design Criteria. The Design/Builder will provide one (1) year of maintenance on the scopes of work identified elsewhere in the contract, commencing on the date of Substantial Completion.

ADMINISTRATIVE REQUIREMENTS

GC-67. CITY OF LOS ANGELES ADMINISTRATIVE REQUIREMENTS

The Design/Builder's certifications submitted with its Bid/Proposal are hereby made a part of this Contract as if they were set out verbatim and in full herein. The Design/Builder re-affirms its representations to the City as being valid as of the date of this Contract.

GC-68 COMMUNITY BENEFIT AGREEMENT

Design/Builder shall comply with the terms of the Community Benefit Agreement, if applicable. A copy of that Agreement is available for review from the Planning & Development Group, 10th Floor, 7301 World Way West, Los Angeles, CA 90045, or available on the LAWA website.

GC- 69. LIVING WAGE AND SERVICE CONTRACT WORKER RETENTION REQUIREMENTS

A. Living Wage Ordinance

1. General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose Project Site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to Project Sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.
2. Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any

redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

3. **Compliance. Termination Provisions and Other Remedies: Living Wage Policy.** If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, contemporaneously with the execution of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.
 4. **Subcontractor Compliance.** Contractor agrees to include in every subcontract involving this Contract entered into between Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance and the Service Contractor Worker Retention Ordinance with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the Living Wage Ordinance or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to this Contract, and (ii) invoke, directly against the subcontractor with respect to this Contract, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.
- B. **Service Contract Worker Retention Ordinance.** This Contract may be subject to the Service Contract Worker Retention Ordinance ("SCWRO")(Section 10.36, et seq. of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Contractor must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

GC-70. NON-DISCRIMINATION AND EQUAL EMPLOYMENT PRACTICES / AFFIRMATIVE ACTION PROGRAM.

- A. During the term of this Contract, Design/Builder agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Design/Builder shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Design/Builder shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.
- B. During the performance of this Contract, Design/Builder agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Design/Builder to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Design/Builder. Upon a finding duly made that Design/Builder has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.
- C. During the performance of this Contract, Design/Builder agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Design/Builder to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Design/Builder. Upon a finding duly made that Design/Builder has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.
- D. All subcontracts awarded under this Contract shall contain similar provisions and Design/Builder shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to City.
- E. Design/Builder also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

GC-71.BUSINESS TAX REGISTRATION

- A. Design/Builder represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).
- B. Design/Builder shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

GC-72.CHILD SUPPORT ORDERS

- A. This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, Design/Builder (and any subcontractor of Design/Builder providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Design/Builder's, or Design/Builder's subcontractor's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Design/Builder and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.
- B. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Design/Builder, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Design/Builder or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Design/Builder by City (in lieu of any time for cure provided elsewhere in this Contract).

GC-73.INSURANCE

- A. Design/Builder shall procure at its expense, and keep in effect at all times during the term of this Contract the standard minimum insurance requirements as set forth in the Administrative Requirements.
- B. The specified insurance (except for Workers' Compensation and Professional Liability) shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airport, the Board, and all of its officers, employees and agents, their successors and assigns, as insureds, against the areas of risk described in this Section as respects Design/Builder's acts or omissions arising out of the performance of this Contract, Design/Builder's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Design/Builder at the Airport.
- C. Waiver of Subrogation. For commercial general liability insurance, Workers' Compensation insurance, and employer's liability insurance, the insurer shall agree to waive all rights of subrogation against City for Losses arising from activities and operations of Design/Builder insured in the performance of Services under this Contract.
- D. Subcontractors. Design/Builder shall include all of its subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor (excluding professional services). All coverage's for subcontractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by Executive Director and approved as to form by the Office of the City Attorney.
- E. Each specified insurance policy (other than Workers' Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the company's liability." Additionally, Design/Builder's Commercial General Liability policy ("Policy") shall provide

Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the City of Los Angeles assumed by the Design/Builder under this Contract.

- F. All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of, or results from, the acts or omissions of Design/Builder, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Design/Builder.
- G. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director, based upon the nature of Design/Builder's operations and the type of insurance involved.
- H. City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer of Design/Builder in its operations at the Airport.
- I. In the event Design/Builder fails to furnish City evidence of insurance, or to maintain the insurance as required under this Section, City, upon ten (10) days' prior written notice to Design/Builder of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Design/Builder, and Design/Builder agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) for administrative overhead.
- J. At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the City. If any such coverage is cancelled or reduced, Design/Builder shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.
- K. Design/Builder shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to Executive Director. The documents evidencing all specified coverages shall be filed with City prior to the Design/Builder performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and the Design/Builder provide actual, written notice (by Certified Mail) to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.
- L. City and Design/Builder agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually throughout the term of this Contract by the Executive Director, who may thereafter require Design/Builder to adjust the amount(s) of insurance coverage(s) to whatever amount(s) Executive Director deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.
- M. Under no circumstances shall LAWA be deemed to have agreed, expressly or impliedly, by Change Order or communication or otherwise, to have in any manner agreed to impair or prejudice insurance coverage or liabilities or losses caused by Design/Builder otherwise subject to insurance coverage under any policy of insurance held by Design/Builder or its

subcontractors, sub consultants or suppliers of any tier. Any such impairment or prejudice shall be invalid unless in writing signed by LAWA and the Design/Builder, and signed as approved as to form by the Office of the City Attorney. The sole exceptions to this preclusion are waivers of subrogation that may be specified from time to time in the Contract Documents.

- N. Design/Builder will provide LAWA with Certificates of Insurance for all companies that are contracted to provide professional services on the Project that are not covered by the Project Specific Professional Insurance requirements for the Project.

GC-74. CONTRACTOR RESPONSIBILITY PROGRAM

- A. Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of LAWA to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the Work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.
- B. Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the bidder/proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than fourteen (14) days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

GC-75. EQUAL BENEFITS ORDINANCE (EBO)

- A. Unless otherwise exempt in accordance with the provisions of the Equal Benefits ("EBO") Ordinance, this Contract is subject to the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.
- B. During the term of this Contract, Design/Builder certifies and represents that the Design/Builder will comply with the EBO. Furthermore, Design/Builder agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

During the term of a Contract with the City of Los Angeles, the Design/Builder will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480.'

GC-76. FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYERS (LAX ONLY)

Design/Builder shall comply with the provisions of the First Source Hiring Program adopted by the Board.

FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- A. Purpose. *The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.*
- B. Definitions. *As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.*

"Airport" shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

"Coalition" shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister's Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defence; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defence Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact

Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

- C. Coverage. *This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.*
- D. Targeted Applicants. *Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.*
 - 1. First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and
 - 2. Second Priority: Low-Income Individuals residing in City.
- E. Initial Airport Employer Roles.
 - 1. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.
 - 2. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.
- F. Airport Employer Hiring Process.
 - 1. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
 - 2. Referrals. After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.
 - 3. Hiring.
 - C. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may

consider and hire applicants referred or recruited through any source.

- D. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
- E. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.
- F. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

G. Reporting and Recordkeeping.

- 1. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- 2. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at any time. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- 3. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.
- 4. Liquidated Damages. Each Airport Employer agrees to pay to LAWA Liquidated Damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This Liquidated Damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

H. Miscellaneous.

- 1. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States.

If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this Program, and the conflicting provisions of this Program shall not be enforceable.

2. *Severability Clause.* If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
3. *Binding on Successors.* This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
4. *Lease Agreements and Contracts.* Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
5. *Assurance Regarding Pre-Existing Contracts.* Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
6. *Intended Beneficiaries.* LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
7. *Material Terms.* All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
8. *Effective Date.* Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
9. *Construction.* Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.
10. *Entire Contract.* This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

GC-77. MUNICIPAL LOBBYING ORDINANCE

Design/Builder shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

GC-78. ANTITRUST CLAIMS

By entering into this Contract, the Design/Builder offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and professions Code) arising from purchases of goods, services, or material pursuant to the public works contract. The Design/Builder shall include in each subcontract a provision corresponding to the forgoing, binding the subcontractor to offer and agree to assign to the City such rights, title and interest held by such subcontractor. The assignment shall be made and become effective at the time the awarding body tenders final payment to the Design/Builder without further acknowledgment by the parties.

END OF DESIGN BUILD GENERAL CONDITIONS

EXHIBIT D:

Project Requirements

PROJECT REQUIREMENTS

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Number	Title
PR 01	SCOPE OF WORK
PR 02	PROJECT MANAGEMENT AND COORDINATION
PR 03	TRAFFIC COORDINATION, CONSTRUCTION AREA ACCESS, AND SECURITY
PR 04	SCHEDULING OF THE WORK
PR 05	ALLOWANCES
PR 06	CONSTRUCTION SITE OFFICES/FIELD FACILITIES AND LAYDOWN AREA
PR 07	UTILITIES
PR 08	REQUESTS FOR INFORMATION
PR 09	SUBMITTAL PROCEDURES
PR 10	PRODUCTS, MATERIAL, AND EQUIPMENT SUBSTITUTIONS
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PR 17	PORTABLE CONCRETE BATCH PLANT AND CRUSHER
PR 18	ENVIRONMENTAL
PR 19	REMOVAL AND DISPOSAL OF CONTAMINATED MATERIALS
PR 20	SUSTAINABILITY REQUIREMENTS
PR 21	BUILDING INFORMATION MODEL (BIM) AND VIRTUAL DESIGN AND CONSTRUCTION (VDC) COORDINATION
PR 22	GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS
PR 23	NOT USED
PR 24	PHOTOGRAPHS AND VIDEO DOCUMENTATION
PR 25	PROJECT RECORD DOCUMENTS
PR 26	COMMISSIONING AND TRAINING
PR 27	PROJECT CLOSEOUT

PR-01 SCOPE OF WORK

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PR-01 SCOPE OF WORK

1. GENERAL

- A. DESIGN-BUILDER shall provide comprehensive Planning, Design, Preconstruction and Construction services, including the furnishing of all labor, materials, supervision, tools, equipment, services, and incidentals necessary to prescribe and provide for the complete and finished performance and accomplishment, in every respect, of the entire contemplated Work or improvements indicated by the Contract Documents. DESIGN-BUILDER shall be required to prepare design documents, including, but not limited to; plans, profiles, sections, elevations, details, schedules, diagrams, drawings, BIM Models, specifications, reports, calculations, traffic models, simulations, records, studies and other documents which, collectively, are needed to adequately and completely depict and record the detailed design of the Project. DESIGN-BUILDER shall further perform and execute all design, permitting, preconstruction, construction, activation, commissioning, and closeout activities in a thorough, satisfactory, and skillful manner in accordance the Contract Documents.
- B. The DESIGN-BUILDER shall maintain a team that is experienced and technically proficient to work collaboratively with Los Angeles World Airports (LAWA) and LAWA Project/Construction Management staff, other City departments, government agencies, municipalities, authorities having jurisdiction over the project, other contractors, consultants and third-party stakeholders.
- C. The DESIGN-BUILDER in undertaking the execution of all or any part of the Services and Work or improvement is required to perform, construct, and complete the same in a thorough, satisfactory, and skillful manner in accordance with the provisions of the Contract Documents.
- D. DESIGN-BUILDER shall provide electronic copies of all deliverables in both .pdf and editable native formats (.docx, .xlsx, .pptx, .mpp, .xer, .dwg, .dwf, .rvt, etc.), unless otherwise specified.

2. PROJECT DESCRIPTION

The following is only a general description of the Airfield and Terminal Modernization Projects (ATMP) Landside Improvements project (referred to throughout this document as ATMP Landside Improvements or the Project). Refer to Volume 2 (Reference Documents) for additional information. The documents included in Volume 2 are criteria and scoping documents and are not designs warranted by LAWA.

A. Background

The Airfield and Terminal Modernization Project (ATMP) consists of several primary elements, including airfield improvements that would enhance operational management and safety within the north airfield, new terminal facilities to upgrade passenger processing capabilities and enhance the passenger experience, and an improved system of roadways to better access the Central Terminal Area (CTA) and new facilities while reducing congestion.

The ATMP Landside Improvements project is one of several components of the Airfield & Terminal Modernization Project (Figure 1), and its purpose is to develop a comprehensive Ground Transportation System as further defined in Section B below. This project is intended

to be delivered as a Progressive Design-Build Delivery method which shall comprise of at-grade and elevated roadways, and all corresponding elements from concept through activation.

LAWA has an approved and certified Environmental Impact Report (EIR) and Environmental Assessment (EA) for the overall ATMP (which includes the ATMP Landside Improvements project) in compliance with the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

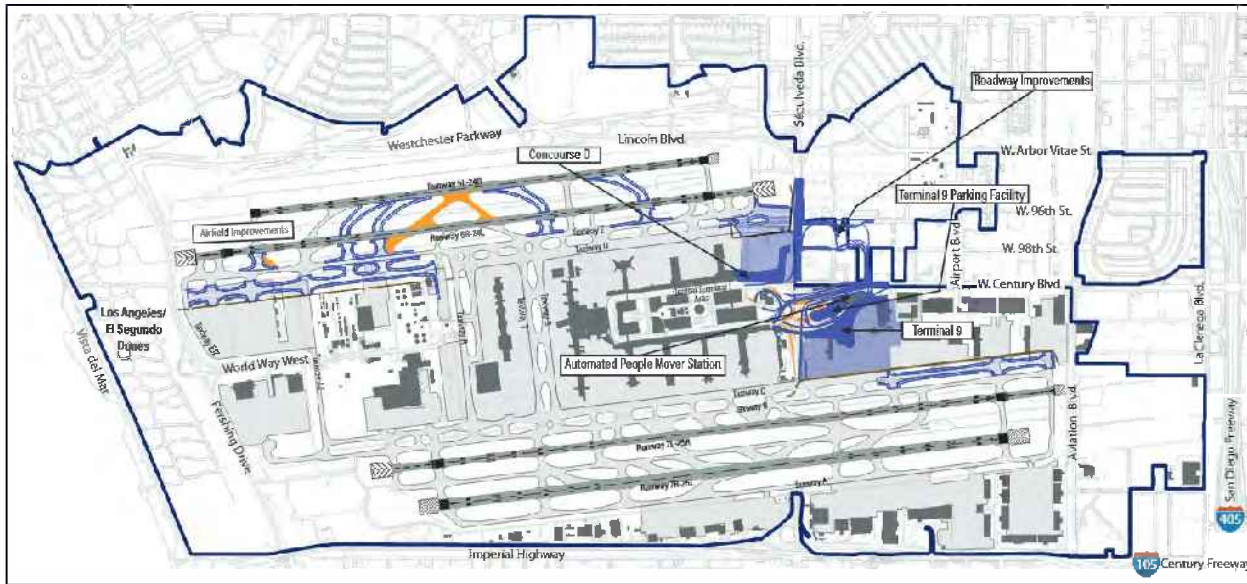


Figure 1 – ATMP Overview

B. ATMP Landside Improvements Project Overview

The Landside Improvements Project is an integral component to the ATMP and overall ground transportation system for LAX. The proposed landside improvements are located in proximity of Sepulveda Boulevard, Century Boulevard, Jetway Boulevard, and 96th Street (Figure 2).

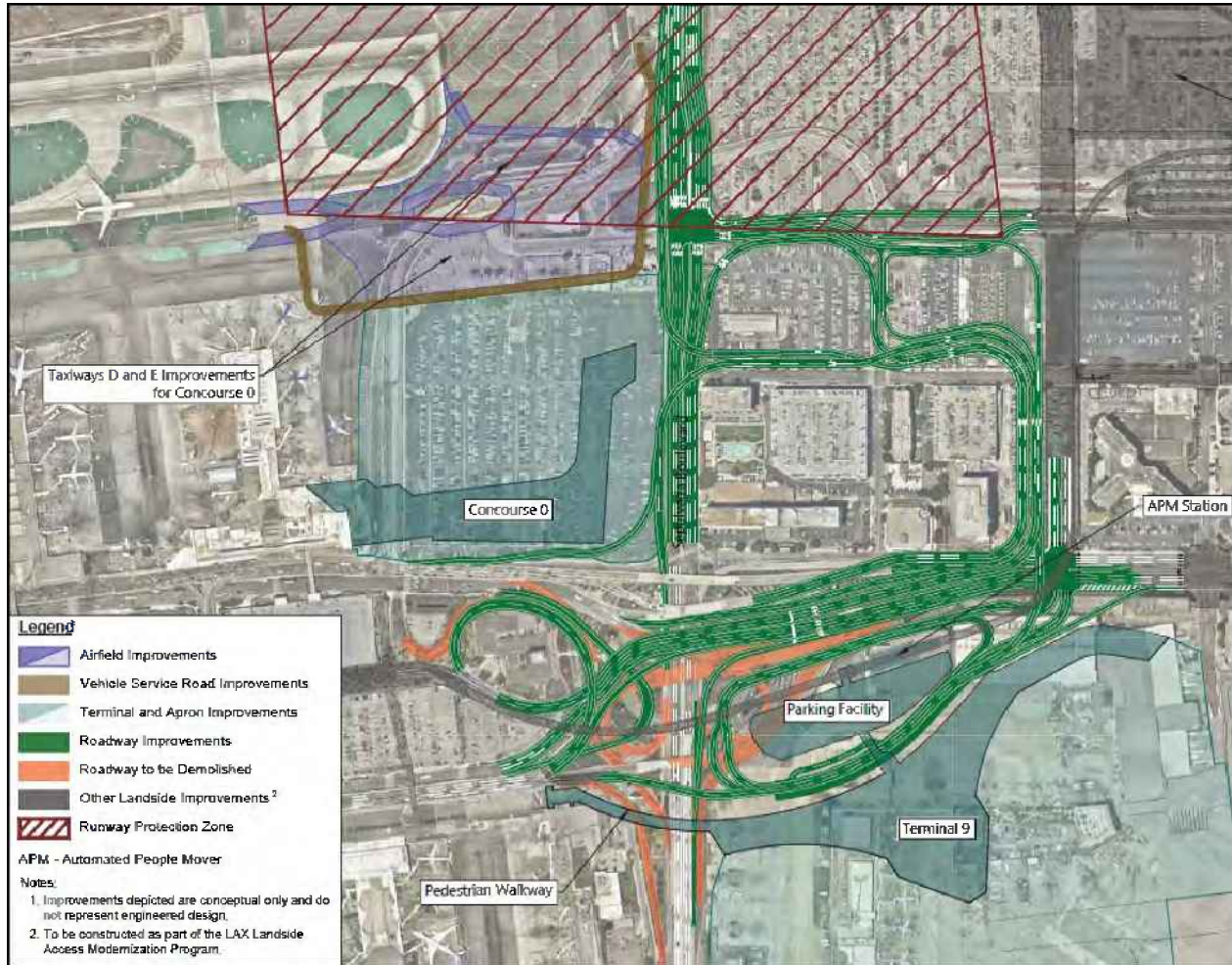


Figure 2 – General ATMP Roadway and Landside Improvements

2. The purpose of these roadway improvements is to reduce airport related traffic congestion and back-ups in the Central Terminal Area and on public streets by consolidating access to the airport with a new dedicated roadway system that separates local traffic from airport traffic. Project goals are (but not limited to):

A. Enhance the Safety & Efficiency of Ground Transportation Systems at LAX

- a) Provide safe & convenient access for motor vehicles, pedestrians, cyclists (where applicable), etc.
- b) Consolidate roadway access to and from the CTA
- c) Separate Airport Traffic from Local Traffic on roadway network

B. Enhance the User Experience of Ground Transportation Systems at LAX

- a) Reduce traffic congestion & queuing on local streets
- b) Increase throughput into and out of the CTA
- c) Enable Dynamic, Demand-Based Transportation Policies

C. Modernize the Transportation Technology Systems at LAX

- a) Integrate intelligent transportation technologies & systems

(GPS, Smart-Parking, Traffic-Monitoring, etc.)

3. This Project includes the following components. There are Primary Components that are intended to support the primary goal of the project and there are Secondary Components that are either required to enable the primary scope or additional scope that was not identified in the EIR, but may become part of this roadway project. The order in which these components are to be designed and constructed will be established during the planning and design phases of the project.

Primary Components:

1. Roadways
2. Ramps & Bridges
3. Intersection Improvements
4. Traffic Signals & Controls
5. Traffic Monitoring & Management Equipment
6. Street Lighting
7. Signage & Striping
8. Landscaping & Sidewalks
9. Utilities & Infrastructure

Secondary / Enabling Components:

1. Demolition of Existing Roadways
Sky Way, Vicksburg Ave, 96th St, Alverstone Dr, Sepulveda Ramps & Bridges
2. Demolition of Existing Facilities
APD Building, APD Trailers, Billboards, LAX-it, Park One, SAAP 3, Utilities, Miscellaneous Fences & Gates
3. New Passenger Drop-off / Pickup Areas
aka Rotaries @ ITF West, ITF East, CONRAC
4. New Terminal 9 Circulation Roads
Roadways to and from T9 at Jetway Blvd and Century Blvd with CTA connection
5. Reconfiguration of LAX Gateway
Pylons & Signage, Landscaping, Lighting, Exterior Architecture
6. Temporary Improvements to Enable Construction Phasing
Temporary Roadways, Detours, etc. as required for MOT
7. Additional Roadway Improvements
Airport Blvd Widening (Phases 1 & 2)
93rd St Sidewalk Improvements
Arbor Vitae Striping for 3rd lane
Westchester Parkway Improvements
96th St. Cul-De-Sac and Street Improvements
Westchester Parkway & Jetway Intersection Improvements
Century Blvd Widening & Multi-Use Path
98th Street Widening
98th Street Improvements
98th Street Restripe
96th St Sidewalk Improvements
Alley Reconstruction around Lot 10 (Belford Ave))
New Tuskegee Way
111th St Widening

3. SCOPE OF WORK

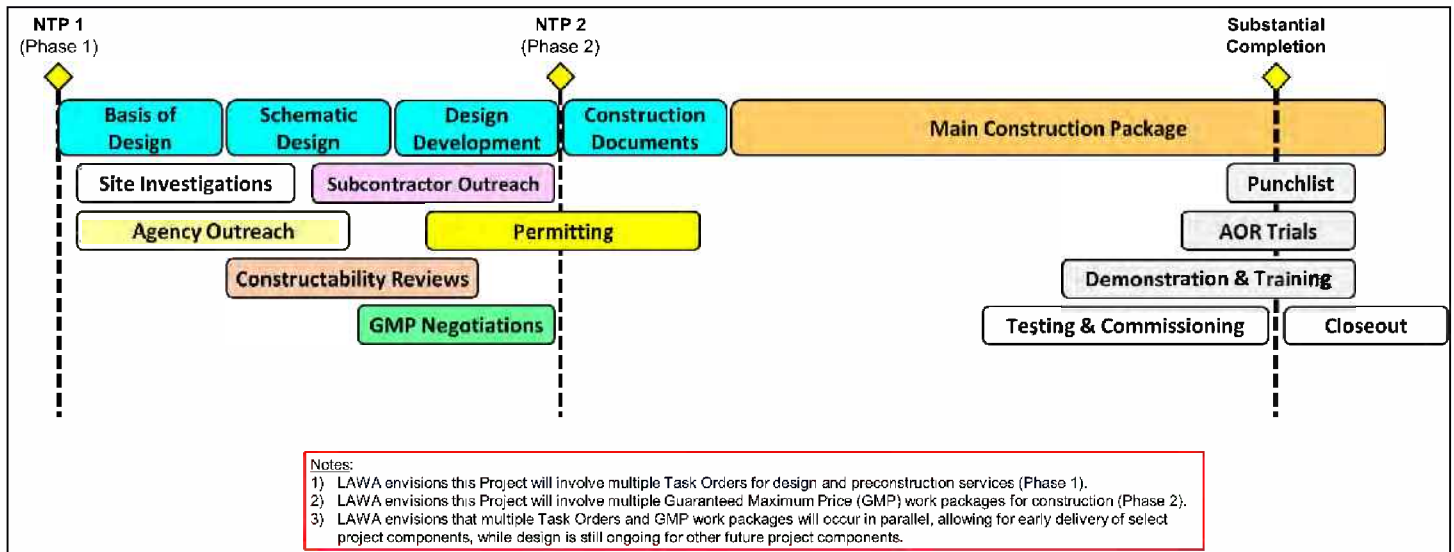
A. Notices to Proceed (NTP)

Upon final signatures & approvals of the Contract, LAWA envisions issuing a Notice To Proceed (NTP) for the Contract.

Thereafter, LAWA envisions issuing a Notice to Proceed (NTP) for each Task Order for discrete scopes of work relating to Phase 1 of the Contract (design & preconstruction) in accordance with Section 5 of the Contract.

Thereafter, LAWA envisions issuing a Notice to Proceed (NTP) for each Component Guaranteed Maximum Price (CGMP) for discrete scopes of work relating to Phase 2 of the Contract (construction & activation) in accordance with PR-22.

LAWA envisions some components will advance to Phase 2, in parallel to completion of Phase 1 for the overall project, as shown below.



B. Phase 1 – General Description

The primary objectives of Phase 1 of the Project are;

- Develop a Scope Validation – Program Definition Document (PDD)
- Develop a Target Budget, which shall include all fees, bonds, insurance, taxes and contingencies
- Develop a Comprehensive Phasing & Delivery Plan for the entire Project
- Advance the Design of each Project Component through Design Development
- Secure Agency Approvals from the applicable AHJs for each Project Component
- Secure Competitive Proposals from Subcontractors for each Project Component
- Support LAWA in determining which affected Real Estate Properties should be considered for Acquisition and/or Easements, and developing & providing the

supporting technical & design documents.

- Develop Guaranteed Maximum Price (GMP)/Component Guaranteed Maximum Price (CGMP) Proposals for Phase 2 (construction & activation) for each Project Component

LAWA and DESIGN-BUILDER will negotiate Task Orders to accomplish the objectives above based on Technical & Financial Proposals received. At a minimum, this will include comprehensive formal submittals for the Basis of Design (BOD), Schematic Design (SD), and Design Development (DD) milestones.

Each Submittal shall build upon the previous Submittals with increasing specificity, clarity, accuracy and comprehensiveness. This may include, but not be limited to;

- Scope Validation Document (BOD, 15% to 30% design, Goals & Objectives, Design Criteria, Drawings & Sketches, Innovation Possibilities, Narrative Reports, Preliminary Schedules and Target Budget, etc.)
- Design Packages (Drawings & Specifications, Calculations & Reports, etc.). DESIGN-BUILDER shall prepare a Design Packages submittal plan and include a matrix of items included in each 30%, 60%, 90% 100% and Issued for Construction (IFC) design submittal.
- Procurement Plan. DESIGN-BUILDER shall prepare a procurement plan including a schedule for the Project trades. The procurement plan shall differentiate sub-contracted work from self-perform work. The procurement plan shall identify early or enabling works.
- Site Investigations (Topography & Utility Surveys, Property & Building Surveys, Geotechnical Investigations, Hazardous Materials Surveys, Photographs, Records-Research, Traffic-Counts & Observations, Potholing, Ground-Penetrating Radar, Entering & Auditing Maintenance Holes, Exploratory Excavations, Destructive-Testing, etc.)
- Preconstruction Submittals (Cost Estimates, Work Plans & Schedules, Constructability Reviews, Packaging & Delivery Plans, Phasing & Logistics Plans, Subcontractor Procurement Plans, Site Investigations Plans, Area Shutdown Requests, Utility Shutdown Requests, etc.)
- Technical Reports & Studies (Alternatives Analysis*, Code-Compliance Data, LEED Submittals, Traffic Modeling & Simulations, Supplemental Calculations, etc.)
- AHJ Submittals (CALTRANS, FAA, LABOE, LADBS, LADOT, LADPW, etc.)
- Other Third-Party Submittals (AT&T, LADWP, Southern California Gas Company, Spectrum, etc.)
- Maintenance of Traffic Analysis
- Approach to Mitigation of Construction Impacts
- Innovation Concepts to be Considered
- Labor and Material Procurement Strategies
- Project Management & Coordination (Stakeholder Meetings, Weekly Progress Meetings, Monthly Progress Reports, Project Management Plan, etc.)
- Guaranteed Maximum Price (GMP)/Component Guaranteed Maximum Price (CGMP) Proposals

- Administrative Submittals (Bonds, Insurance, etc.)

In support of the design & preconstruction efforts above, DESIGN-BUILDER shall develop & explore technical concepts and strategies to overcome some of the known challenges of the Project including, but not limited to;

- Site Demolition includes removal of all existing utilities, storm drainage facilities, pavements, curb and gutter, sidewalks, bridges, retaining walls, foundations, fencing, landscaping, irrigation, lighting, signage, traffic signals and other surface and subsurface elements in conflict with or within the footprint of the proposed construction. Existing facilities may not be removed, salvaged, reconstructed, abandoned, destroyed, modified, reset, relocated, or relayed until the facility is no longer needed or not being used.
- Maintenance of Traffic (MOT): LAWA is seeking to preserve a safe & efficient flow of traffic throughout all stages of construction. DESIGN-BUILDER shall develop detailed constructability & phasing plans, technical innovation concepts, and alternatives analysis to balance this requirement with other needs & constraints.

Entry and exit access for all transportation modes including but not limited to private vehicles, mass transit, commercial vehicles, rideshare/app vehicles, vehicles-for-hire, pedestrians, bicycles, delivery vehicles, waste vehicles, and emergency vehicles to the CTA, parking/staging areas, and all Terminals must be maintained at all times. Easy, simple wayfinding strategies must be applied. Access must be maintained at a level of service comparable to that in-place prior to construction.

Terminal arrival/departure, commercial, and transit vehicle curbside operations must always be maintained. Operations must be maintained at a level of service comparable to that in-place prior to construction.

Parking entry and exit facilities and security, access, and revenue control systems must always be maintained in service when public access is allowed. Access must be maintained at a level of service comparable to that in-place prior to construction.

ADA and Code compliant pedestrian paths of travel and bicycle access must always be maintained.

Always allow entry and exit access to the public and private properties adjacent the project boundaries. Access must be maintained at a level of service comparable to that in-place prior to construction.

- Agency Approvals: DESIGN-BUILDER shall conform to the applicable laws, codes, regulations, etc., and shall earn the support and approvals from each of the applicable Authorities Having Jurisdiction (CALTRANS, FAA, LADBS, LADOT, LADPW, etc.) for each project component. This includes Design-Builder obtaining all Authorities Having Jurisdiction required permits and approvals for work in public right-of-way and on private property. This further includes Design-Builder obtaining all Authorities Having Jurisdiction required permits and approvals for work on properties and facilities that are owned, operated and/or maintained by a combination of Los Angeles World Airports, the City of Los Angeles, and the State of California. Design-Builder shall bear: (i) the risk of any delay in obtaining such Authorities Having Jurisdiction required permits and approvals; and (ii) the risk of conditions imposed by the Authorities Having Jurisdiction on performance of the Work by granting such permits and approvals. Refer to PR-12 for additional Third Party Coordination requirements.

- Program Schedule: DESIGN-BUILDER shall develop & coordinate phasing plans with other related projects (as listed in Section 5) to ensure that the ATMP – including Concourse 0 and Terminal 9 – can be successfully delivered & activated prior to the 2028 Olympic Games.
- Environmental: DESIGN-BUILDER shall fulfill all requirements identified in the Mitigation Monitoring and Reporting Program (MMRP) as well as requirements in the Environmental Impact Report (EIR) for the ATMP.
- Stakeholder Engagement: DESIGN-BUILDER shall prepare a stakeholder engagement plan and participate in a collaborative design & preconstruction effort with project and airport stakeholders. This will involve design workshops, BIM fly-through presentations, digital simulations, and formal design reviews with LAWA, LADOT, CALTRANS LADPW, LADBS, Airlines, Tenants, Operators, and other project stakeholders that may have an interest and/or influence on the Project. When stakeholder needs and/or desires conflict with each other, or with other project constraints (budget, schedule, safety, quality, risk, etc.), DESIGN-BUILDER shall prepare & present an alternatives analysis to inform a final decision by LAWA.
- Commissioning and Activation: DESIGN-BUILDER shall prepare and implement a detailed Landside Commissioning and Activation Plan that facilitates a seamless phased turnover from the DESIGN-BUILDER to LAWA as the project transitions from a construction-site into an operational facility, as described in PR-26.

LAWA and DESIGN-BUILDER will work together to develop and maintain a cohesive project team and will frequently re-evaluate plans and/or methods that are not in alignment with the shared project objectives. The team will be encouraged to use innovative design & construction techniques to ensure the highest standards in safety, quality, schedule, budget, and risk. Major decisions for the project will be based on a collaborative review of the challenges, benefits and risks of each viable option.

DESIGN-BUILDER shall clearly identify if those concepts succeed or fail to meet the Project Requirements described herein, and shall thoroughly evaluate & present the benefits, disadvantages, risks, costs, options, etc. in order for LAWA to review & consider each technical innovation concept.

LAWA and DESIGN-BUILDER will host progress meetings, workshops, page-turn reviews, etc. in order to facilitate meaningful discussion & debate throughout Phase 1 of the Contract.

See PR-02 through PR-27 for additional details and requirements regarding all the topics stated above and some that were not mentioned above but are a requirement of the project.

C. Phase 1 – Detailed Description

LAWA will issue a Notice to Proceed (NTP 1) to the DESIGN-BUILDER for Phase 1 of the Contract. Upon receipt, DESIGN-BUILDER shall proceed with the activities described below:

1. Administrative Start

- a. DESIGN-BUILDER shall provide all remaining bonds, insurance, and other

administrative documentation that was not already provided during the procurement stage.

- b. DESIGN-BUILDER shall provide their preliminary Project Management Plan (PR-02) and Preliminary Schedule (PR-04) for entire project within 30 days of the Phase 1 NTP.
- c. The DESIGN-BUILDER shall obtain a separate lease agreement with LAWA Commercial Development Group (CDG) prior to mobilization for any laydown and/or project management office spaces located on the LAX campus. The ATMP Landside Improvement Projects will be assigned laydown space on the LAX campus (square-footage and location to be provided; refer to PR-06 for details), however the DESIGN-BUILDER has the option of pursuing off-site (outside of LAX campus) laydown and/or project management office spaces outside of the LAX campus. If the DESIGN-BUILDER pursues off-site laydown and/or project management office spaces, DESIGN-BUILDER shall comply with all Contract requirements and include all costs as part of their proposal and/or Guaranteed Maximum Price (GMP) (PR-22).
- d. The DESIGN-BUILDER shall commence with mobilization of the necessary resources to perform the Work of the Contract. This includes and is not limited to:
 - 1) Relocation of key personnel, staff and office equipment and materials to the PMO
 - 2) Recruitment and hiring of staff as necessary
 - 3) Internal contractual commitments
 - 4) Buyout of key sub-consultants and subcontractors
 - 5) Development and implementation of management systems, procedural and electronic, for design, preconstruction and construction.

2. Basis of Design and Early Preconstruction

- a. DESIGN-BUILDER shall commence Stakeholder outreach with LAWA, AHJs, etc. upon receipt of the first NTP and begin developing the necessary professional relationships to inform the design of the project.
- b. DESIGN-BUILDER shall plan and perform Site-Investigations to identify the existing conditions of the project-site, and provide the resulting documentation to LAWA. This includes, but is not limited to:
 - 1) Topography and Utility Survey:
 - i. Advanced Utility Investigations (i.e. Ground-Penetrating Radar (GPR), pot-holing, entering and auditing manholes/vaults, etc.).
 - ii. Exploratory Investigations and Destructive Testing and the associated restorative work (i.e. limited excavation, material sampling and testing, environmental, etc.)
 - 2) Geotechnical Investigations
 - 3) Photographs/Videos
 - 4) Records Research: Design-Builder shall review previous planning & entitlement documents and other records relevant to the ATMP. This includes, but is not limited to:

- i. Environmental Impact Report (EIR) for the ATMP
 - ii. ATMP Implementation Plan (Stage 1) – Final Report
 - iii. LAX Airport Operational Database (i.e. Flight Schedules, Traffic Data, etc.)
 - iv. Past Project Definition Booklets (PDBs) for Concourse 0 & Terminal 9
 - v. Record Drawings of Existing (Relevant) Structures, Roadways, Utilities, Property-Lines, etc.
- 5) Stakeholder Interviews: Design-BUILDER shall prepare and administer a 1-on-1 interview (up to 90-minutes each) with LAWA's CEO, CDO, and up to 10 other key stakeholders (as identified by LAWA) to learn & understand client and stakeholder goals, limitations, and aspirations for the ATMP. Note that other stakeholders may include elected / appointed officials, agency representatives, etc.
- 6) Pre-Design Property Survey: Design-BUILDER shall conduct a physical site-survey of the ATMP Roadways Project Site, and prepare a preliminary 3-dimensional model of the existing conditions. This includes surveying, traffic-monitoring, geotechnical investigations, photographing and field-verifying the geospatial coordinates (latitude, longitude, elevation) of the following points & objects:
 - i. Existing Buildings & Structures (*Exterior Corners*)
 - ii. Existing Roadways & Sidewalks (*i.e. Centerlines, Curbs & Gutters, Crosswalks, etc.*)
 - iii. Existing Visible Utilities (*Manholes, Junction-Boxes, Valves, Meters, Panels, Switchgear, etc.*)
 - iv. Other Relevant Visible Features (*i.e. Landscaping, Traffic Signals, Light Poles, etc.*)
- c. DESIGN-BUILDER shall prepare a Preliminary Assessment Report for the Project. This shall include but not limited to the following sections:
 - 1) Summary of Existing Conditions (*i.e. Narrative, Photos, Plans, Inventory, Digital Model, etc.*)
 - 2) Project Purpose (*i.e. Mission & Vision Statement, Goals & Objectives, etc.*)
 - 3) Performance Requirements (*i.e. Minimum Capacities, System Requirements, etc.*)
 - 4) Project Limits & Exclusions (*i.e. Geographic Boundaries, Scope Limitations, etc.*)
 - 5) Risk Register (*i.e. Data-Gaps, External Influences, Unresolved Issues, etc.*)
 - 6) Initial Findings (*i.e. Areas of Concern, Challenges & Opportunities, etc.*)
- d. Building upon the results of the Preliminary Assessment activities, DESIGN-BUILDER shall prepare three (3) conceptual design alternatives for the ATMP Landside Improvements. This shall include a "Baseline" option that aligns most-closely with the EIR, and two alternatives that *each* adopt a menu of changes.
- e. DESIGN-BUILDER shall provide an Alternatives Analysis Report on the proposals received by LAWA during the competitive selection process, and present

recommendations on each of the key differences between the proposals as it relates to cost, schedule, quality, risk, safety, and operational impacts. This includes, but is not limited to, the following services and deliverables for each of the three options:

- 1) Program Summaries & Scope Narrative: i.e. Narrative Descriptions of Project Scope Components & Enabling Projects, with preliminary indicative quantities for major scope components (i.e. lane-miles of new roadways, square feet of pavement, cubic yards of concrete, and other estimated quantities for utilities, traffic signals & controls, lighting, signage, striping, landscaping, resurfacing, demolition, detours & traffic-control, special systems, etc.)
 - 2) Preliminary Concept Drawings: i.e. Project Maps, Site Plans, Demolition Plans, Roadway Plans, Roadway Elevations, Typical Roadway Sections & Details, and indicative-drawings for other major scope-components (utilities, traffic signals & controls, property-acquisitions, etc.)
 - 3) Traffic Modeling & Simulations: i.e. Digital Model and Quantitative Analysis to demonstrate the capacity & performance of the roadway network. This shall include Key Performance Indicators (KPI) at major segments & intersections such as throughput-capacity, queue-length, traffic-delay duration, etc.
 - 4) Phasing & Delivery Strategy: i.e. Preliminary Phasing Plan, Packaging Strategy, and Delivery Schedule, clearly identifying the sequences, durations, and interdependencies between the various scope-components and subtasks (design, permitting, demolition, construction, activation, etc.)
 - 5) ROM Cost Estimate: i.e. ROM Cost Estimates for each scope-component based on estimated quantities and unit-costs of known scopes of work, and applicable allowances for “known unknowns”.
 - 6) Comparative Analysis: i.e. Pros & Cons, Known Risks & Opportunities, and Ratings & Rankings against the Project Mission, Vision, Goals & Objectives, KPIs, etc.
- f. Building upon the results of the Alternative Analysis activities, LAWA will select a “Preferred Alternative,” which may be a hybrid of – and/or spinoff from – the three (3) preliminary options. DESIGN-BUILDER shall provide a Proof of Concept Report for the “Preferred Alternative”. This includes, but is not limited to, the following services and deliverables:
- 1) Basis of Design (BOD) Technical Report
 - a. Executive Summary (*Project Summary, Known Risks, Recommendations & Next Steps*)
 - b. Project Description:
 - i. Program Summary (*Narrative, Goals & Objectives, Cumulative Metrics, etc.*)
 - ii. Detailed Description of each Component (*Narrative, Diagrams, Metrics, etc.*)
 - iii. Additive & Deductive Alternates
 - iv. Prior Decisions, Assumptions, and Risks
 - c. Code-Compliance & Applicable Standards

- i. Authorities Having Jurisdiction (AHJ)
 - ii. Applicable Codes & Standards
 - iii. Permitting Plan & AHJ-Strategy
 - iv. Outline Memorandum of Understanding (MOU) with key AHJs
 - v. LAWA Design & Construction Handbook (*Applicability, Exemption Requests, etc.*)
- d. Existing Conditions:
 - i. Summary of Findings (*From Preliminary Assessment Activities*)
 - ii. Preliminary Reports (*Topography & Utility Surveys, Geotechnical Reports, Hazardous Materials Surveys, etc.*)
- e. Programming:
 - i. Activity-Forecast (*Historical Data & Projections of Vehicles, Pedestrians, Mode-Splits, etc.*)
 - ii. Demand-Basis (*Peak-Hour-Average-Day-Peak-Month, etc.*)
 - iii. Level of Service (LOS) & Capacity Requirements (*Roadways, Curb, etc.*)
 - iv. Concept of Operations (*Flow Diagrams, Mode-Assignments, Description of Functional Processes, Description of Operational Resources Required, etc.*)
- f. Performance Requirements:
 - i. Transportation (*i.e. Roadways, Sidewalks, Bike Lanes, etc.*)
 - ii. Architecture (*i.e. Walls & Façades, Finishes, Lighting, Landscaping, Art, etc.*)
 - iii. Civil & Site Work (*i.e. Earthwork, Demolition, Grading, Paving, Fences & Gates, etc.*)
 - iv. Site Utilities (*Sewer, Storm, Power, Water, Gas, Data, etc.*)
 - v. Landscaping / Hardscaping (*Planting, Irrigation, Outdoor Furniture, etc.*)
 - vi. Structural (*i.e. Substructure, Superstructure, Retaining Walls, Bridges, etc.*)
 - vii. Wayfinding (*i.e. Static Signage, Digital Signage, Mobile-App & GPS-Integration, etc.*)
 - viii. Security (*ACAMS, CCTV, Security-Perimeters, etc.*)
 - ix. IT & Special Systems (*MPOEs, Traffic Monitoring & Reporting, ALPR, etc.*)
 - x. Sustainability (*Energy & Water Conservation, VMT Reduction, etc.*)
 - xi. Maintenance of Traffic (MOT)
 - xii. Emergency Services (*i.e. Emergency Access Points, Shoulders,*

etc.)

g. Preliminary Implementation Plan:

- i. Work Plan (*design, preconstruction, procurement, construction, activation, etc.*)
- ii. Baseline Schedule (*Identifying the sequences, durations, and interdependencies of tasks, milestones, deliverables, etc. in the Work Plan*)
- iii. Site Investigations Plan (*Survey, Geotech, HazMat, Potholing, Destructive Testing, etc.*)
- iv. Phasing & Packaging Plan (*Including Early Work Packages, Long-Lead Items, etc.*)
- v. Constructability Report (*Site-Access, Staging / Laydown Areas, Construction-Methods, Mobilization, Logistics, Quality Control Plan, Safety Plan, etc.*)
- vi. Project-Interface Coordination (*Concourse 0, Terminal 9, Auxiliary Curbs, Smart Parking, LAMP, TDIP, ADP, etc.*)

h. Concept Design Drawing Package:

- i. Dimensioned Site Plans & Project Maps
- ii. Dimensioned Roadway Plans & Elevations
- iii. Preliminary Roadway Sections & Details
- iv. Preliminary Flow Diagrams (*Vehicles, Pedestrians, etc.*)
- v. Preliminary Structural & Foundation Plans
- vi. Preliminary Utility Plans
- vii. Preliminary Signage & Striping Plans
- viii. Preliminary Landscaping Plans
- ix. Preliminary IT & Special Systems Plans
- x. Preliminary Phasing Plans
- xi. Preliminary Detour and MOT Plans

i. Detailed Cost Estimates:

- i. Base Cost Estimate (*Quantity Take-offs, Unit Pricing, General Conditions, Design, etc.*)
- ii. Proposed Allowances (*Known Risks, Additive Alternates, etc.*)
- iii. Proposed Markup Factors (*Contingencies, Escalation, etc.*)
- iv. Cost-Breakdowns (*By Trade, By Component, By Category, By Quarter, etc.*)

j. Appendices:

- i. Meetings Log & Library (*Agendas, Presentations, Handouts, Decisions, Minutes, etc.*)
- ii. Comment Logs with Responses (*See Section h., herein*)
- iii. Updated Risk Register
- iv. Refined Preliminary Assessment Report
- v. Refined Alternatives Analysis Report
- vi. Cost-Benefit Analysis for Additive & Deductive Alternates
- vii. Digital 3D Roadway Model and Traffic Simulation
- viii. Renderings and 3D Fly-Through Videos
- ix. Site Utilities Report (*Points-of-Connection, Preliminary Demands & Sizing, etc.*)

DESIGN-BUILDER shall provide Proof of Concept Report within 120 days of the Phase 1 NTP or unless otherwise directed by LAWA.

g. MEETINGS & PRESENTATIONS

LAWA will host Weekly Owner-Architect-Contractor (OAC) Meetings with Design-Builder throughout the duration of this Task to ensure meaningful progress and communications.

- 1) Design-Builder shall host design-workshops, executive briefings, and stakeholder meetings (at LAWA's discretion) in order to solicit input & feedback on key issues, and to demonstrate progress on their tasks & deliverables.
- 2) Design-Builder shall prepare meeting agendas, handouts, PowerPoint presentations, meeting notes, etc. for each meeting.

h. DELIVERABLES

- 1) Design-Builder shall provide a Draft & Final of each Deliverable described above, and host a briefing and/or page-turn meeting to initiate the review. LAWA will provide feedback on each deliverable within 2 weeks, and intends to use Bluebeam Revu for this review process.
- 2) Based on LAWA's feedback, Design-Builder shall provide a comment log, including a response to each prior comment, clearly identifying where & how each past comment was resolved & addressed within each updated Deliverable.
- 3) Each Deliverable shall build upon the previous Deliverables with increasing specificity, clarity, accuracy and comprehensiveness.
- 4) Design-Builder shall provide electronic copies of all deliverables in both .pdf and editable native formats (.docx, .xlsx, .pptx, .dwg, .dwf, .rvt, .jpg, etc.), unless otherwise specified.
- 5) Design-Builder shall provide a Monthly Progress Report throughout the duration of this Task in accordance with PR-01 and PR-24.

3. Schematic Design (30%) and Preconstruction

DESIGN-BUILDER shall provide a Schematic Design Package, which builds upon the Basis of Design package with increasing specificity, clarity, accuracy and comprehensiveness. This includes, but is not limited to, the following;

- a. DESIGN-BUILDER shall perform additional Site-Investigations to identify the existing conditions of the project-site, and provide the resulting documentation. This includes, but is not limited to;
 - 1) Advanced Utility Investigations (i.e. Ground-Penetrating Radar (GPR), pot-holing, entering and auditing manholes/vaults, etc.)
 - 2) Exploratory Investigations and Destructive Testing and the associated restorative work (i.e. limited excavation, material sampling and testing, environmental, etc.)
- b. DESIGN-BUILDER shall provide a Schematic Design Narrative. The narrative shall address previous review-comments, design characteristics, code compliance issues, and how the design meets or differs from the requirements of the Contract. The narrative shall discuss the characteristics of selected materials, equipment and fixtures, and considered alternates. The narrative also should identify issues that may have a long-term effect on the execution of the work, such as long-lead delivery items and other critical activities.
- c. DESIGN-BUILDER shall provide an updated Model of Existing and Proposed Conditions (PR-21).
- d. DESIGN-BUILDER shall provide a Schematic Design Drawing Package indicating the proposed improvements and limits of work. The package shall be presented in corresponding scale across all disciplines as determined between DESIGN-BUILDER, LAWA, and applicable Authorities Having Jurisdictions (AHJ) requirements.
- e. DESIGN-BUILDER shall provide an updated Project Schedule (PR-04).
- f. DESIGN-BUILDER shall provide updated Phasing and Logistics Plans. This shall include the identification of work areas, working hours, planned operational impacts, mitigation strategies, and proposed implementation and contingency plans in both narrative and graphical formats.
- g. DESIGN-BUILDER shall provide a Cost Estimate which will be used to verify compliance with the Design-To-Budget. Uniformat II, Level 3 should be minimum requirement. DESIGN-BUILDER and LAWA will collaboratively develop Cost Estimate framework.
- h. DESIGN-BUILDER shall provide Draft Technical Specifications, including a breakdown of the project systems and components in accordance with Uniformat II, Level 3 for the purposes of developing cost estimates and schedules. The Specifications shall include all applicable sections, and shall be developed using the most recent edition of MASTERSPEC®, using the standard LAWA page format and the most recent edition of the LAWA Design and Construction Handbook (DCH). LAWA will further advise the DESIGN-BUILDER on particular quality assurance and quality control issues that the DESIGN-BUILDER shall address.
- i. DESIGN-BUILDER shall provide Calculations and Reports that are sufficiently detailed to quantify individual elements of the systems, including determination of sizes, locations, grade/quality of materials and equipment, etc. (i.e. wall/floor thickness, column/beam/connection sizes, equipment sizes, spatial requirements, etc.).

- j. DESIGN-BUILDER shall provide an update of the proposed Code-Requirements and Applicability Strategy for each of the project components. DESIGN-BUILDER shall provide comparable written strategies for each Authority having Jurisdiction (LADBS, LADWP, LABOE, LABSS, LABSL, LABOS, FAA, Semptra Utilities, Caltrans etc.) as needed to complete the project. Refer to PR-12 for Third Party Coordination Requirements.
- k. DESIGN-BUILDER shall provide a list of Schematic Design Decisions, and an alternatives analysis for each decision regarding cost, schedule, quality, risk, safety, and operational impacts.
- l. DESIGN-BUILDER shall provide Work Plans and Procedure Manuals, a subset of Project Management Plan (PMP), to LAWA to demonstrate that the DESIGN-BUILDER is adequately prepared for the many challenges associated with performing construction in an active airport environment.
- m. DESIGN-BUILDER shall provide a formal Constructability Review to make certain that the work requirements are clear, the documents are coordinated, and that they assist the DESIGN-BUILDER in bidding, construction and project administration to result in reduced impacts to the project.
 - 1) DESIGN-BUILDER shall identify an individual to lead and coordinate the constructability review process. In addition to the Preconstruction Team, the DESIGN-BUILDER shall solicit outside reviewers to provide “fresh eyes” in the review. All reviewers shall be construction professionals with adequate experience and expertise.
- n. DESIGN-BUILDER shall submit an Application for Airspace Determination (aka 7460-Application) for each proposed new structure, and a separate request for proposed construction-equipment (i.e. cranes) that may adversely affect the airspace and/or line-of-sight for Air Traffic Controllers (PR-03 and PR-12). DESIGN-BUILDER is required to coordinate with the FAA and LAWA Airport Operations for any work performed within the AOA and areas affecting aircraft airspace.

4. Design Development (60%) and Advanced Preconstruction

DESIGN-BUILDER shall provide a Detailed Design Package which builds upon the Schematic Design package with increasing specificity, clarity, accuracy and comprehensiveness. This includes, but is not limited to, the following;

- a. DESIGN-BUILDER shall perform additional Site-Investigations to identify and verify the existing conditions of the project-site, and provide the resulting documentation and data. This includes, but is not limited to, exploratory excavations, interior penetrations (walls, floors, ceiling, etc.), destructive-testing, and/or limited demolition and the associated restoration to return the affected areas to equal or better condition.
- b. DESIGN-BUILDER shall provide a Detailed Design Narrative. The narrative shall address previous review-comments, design characteristics, code compliance issues, and how the design meets or differs from the requirements of the Contract. The narrative shall discuss the characteristics of selected materials, equipment and fixtures, and considered alternates. The narrative also should identify issues that may have a long-term effect on the execution of the work, such as long-lead delivery items and other critical activities. The Design Narrative shall be in its final format and shall include, as a minimum, the following data:

- 1) Executive Summary

- 2) Existing Site Conditions
 - 3) Utilities
 - 4) Contractor Access and Facilities
 - 5) Material Descriptions and Properties
 - 6) Potential Coordination Conflicts / Phasing Issues of Overall Design
 - 7) Design Philosophy and Criteria by Disciplines
 - 8) Material Descriptions and Properties
 - 9) Equipment Description and Properties
 - 10) Coordination of Maintenance and Operational Issues
 - 11) Code Report and Compliance Issues
- c. DESIGN-BUILDER shall provide an updated Model of Existing and Proposed Conditions (PR-21).
 - d. DESIGN-BUILDER shall provide a Detailed Design Drawing Package. The package shall include all required sheets of the final construction working drawings defined by the drawing list, each at least to the 60% level of completion, with sufficient information included for the purpose of subcontractor procurement and preparation of a detailed cost estimate.
 - e. DESIGN-BUILDER shall provide an updated Project Schedule (PR-04).
 - f. DESIGN-BUILDER shall provide Detailed Phasing and Logistics Plans. This shall include the identification of work areas, working hours, planned operational impacts, mitigation strategies, and proposed implementation and contingency plans in both narrative and graphical formats.
 - g. DESIGN-BUILDER shall provide a Detailed Cost Estimate, which will be used to verify compliance with the Design-To-Budget. DESIGN-BUILDER may solicit bids & proposals from key trades prior to establishing a GMP/CGMP in order to validate the project budget and schedule. Uniformat II, Level 4 should be minimum requirement. DESIGN-BUILDER and LAWA will collaboratively develop Cost Estimate framework.
 - h. DESIGN-BUILDER shall provide Detailed Technical Specifications, including a breakdown of the project systems and components in accordance with Uniformat II, Level 4 for the purposes of developing preliminary estimates and schedules. The specifications shall be in the most recent edition of MASTERSPEC®, shall be formatted using the most recent edition of Construction Specifications Institute (CSI) Master Format, and the most recent edition of the LAWA Design and Construction Handbook (DCH). Specifications shall address all applicable subdivisions, and shall contain adequate technical information to supplement the drawings to quantify sizes, capacities, and quality grade, strength, workmanship finishes, and other characteristics of applicable materials and equipment.
 - i. DESIGN-BUILDER shall provide Calculations and Reports for all disciplines, components and systems that are required to determine the final configuration of all parts of the project leading to satisfactory execution and completion of construction work.
 - j. DESIGN-BUILDER shall provide an update of the proposed Code-Requirements and Applicability Strategy for each of the project components. DESIGN-BUILDER shall

provide comparable written strategies for each Authority having Jurisdiction (LADBS, LADWP, LABOE, LABSS, LABSL, LABOS, FAA, Sempra Utilities, Caltrans etc.) as needed to complete the project. Refer to PR-12 for Third Party Coordination Requirements.

- k. DESIGN-BUILDER shall provide a list of detailed Design-Decisions, and an alternatives analysis for each decision regarding cost, schedule, quality, risk, safety, and operational impacts.
 - l. DESIGN-BUILDER shall provide Work Plans and Procedures Manuals, a subset of Project Management Plan (PMP), to LAWA to demonstrate that the DESIGN-BUILDER is adequately prepared for the many challenges associated with performing construction in an active airport environment.
 - m. DESIGN-BUILDER shall provide a formal Constructability Review to make certain that the work requirements are clear, the documents are coordinated, and that they assist the DESIGN-BUILDER in bidding, construction and project administration to minimize risk and uncertainty to the project.
 - 1) DESIGN-BUILDER shall identify a lead person to lead and coordinate the constructability review process. In addition to the Preconstruction Team, the DESIGN-BUILDER shall solicit outside reviewers to provide “fresh eyes” in the review of the documents. All reviewers shall be construction professionals with adequate experience and expertise.
 - 2) DESIGN-BUILDER shall submit the finalized constructability review upon completion of all back-checked comments from the design team to LAWA.
 - n. DESIGN-BUILDER shall provide a proposed Component Guaranteed Maximum Price (CGMP) Binder for the “Early Work Package,” indicating the proposed scope, schedule, and budget for work that the DESIGN-BUILDER recommends performing prior to authorization of the complete Guaranteed Maximum Price (GMP)/ Component Guaranteed Maximum Price (CGMP) scope of work.
 - o. DESIGN-BUILDER shall submit an Application for Airspace Determination (aka 7460-Application) for each proposed new structure, and a separate request for proposed construction-equipment (i.e. cranes) that may adversely affect the airspace and/or line-of-sight for Air Traffic Controllers (PR-03 and PR-12). DESIGN-BUILDER is required to coordinate with the FAA and LAWA Airport Operations for any work performed within the AOA and areas affecting aircraft airspace.
 - p. DESIGN-BUILDER shall provide a list of all Long-Lead Items that may be required to be purchased in advance of the GMP/CGMP to meet the project schedule.
 - q. DESIGN-BUILDER shall evaluate the needs for Spare Parts and coordinate the spare parts requirements with LAWA’s Facilities Maintenance and Utilities Group. DESIGN-BUILDER shall provide a corresponding list of Spare Parts and the associated quantities, and prepare specifications to accomplish these requirements.
5. Guaranteed Maximum Price (GMP)/Component Guaranteed Maximum Price (CGMP) Development
- a. Building upon the Design Packages described above, the DESIGN-BUILDER shall provide a complete design stage cost estimates for each 30%, 60%, and/or 90% Design Packages CGMP and/or GMP work packages. LAWA and DESIGN-BUILDER may choose to negotiate CGMP and/or GMP Proposals at a minimum 60% Design Package, unless otherwise directed by LAWA.

- b. CGMP / GMP Proposal Binder shall be developed in accordance with PR-22.
- c. If LAWA rejects the GMP or CGMP proposal, the proposal shall be deemed withdrawn and of no effect. In such event, LAWA and the DESIGN-BUILDER shall meet and confer as to how the Project or Work Package(s) will proceed, with LAWA having the following options:
 - 1) LAWA and the DESIGN-BUILDER may suggest modifications to the GMP or CGMP proposal and the DESIGN-BUILDER shall submit a revised GMP or CGMP proposal and the approval process will recommence; or
 - 2) LAWA may remove the Work Package from the scope and LAWA may procure and construct the Work Packages(s) independently of this Contract.
 - 3) LAWA may stop some or all of the associated work, and/or terminate the Contract entirely, in accordance with the General Conditions.

D. Phase 2 – General Description

The primary objectives of Phase 2 of the Project are;

- Complete all remaining Design & Permitting of the ATMP Landside Improvements
- Procure, Onboard and Mobilize Trade Contractors
- Construct, Test, Commission, and Activate the ATMP Landside Improvements
- Provide Maintenance of Traffic (MOT) Analysis throughout all stages of the Project. Continue to participate in stakeholder engagement.
- Analyze and plan for the Mitigation of Construction Impacts
- Provide Environmental Mitigation, Monitoring & Reporting
- Obtain Third-Party Certifications for the ATMP Landside Improvements
- Provide Comprehensive Record Documents and Closeout Documents for the ATMP Landside Improvements

LAWA and DESIGN-BUILDER will negotiate Guaranteed Maximum Price (GMP)/ Component Guaranteed Maximum Price (CGMP) Packages for each component, or sum of components, during Phase 1 of the Contract, which will stipulate specific scopes, schedules, budgets, requirements, constraints, and other details for Phase 2.

E. Phase 2 – Detailed Description

LAWA will issue a Notice to Proceed (NTP 2) to the DESIGN-BUILDER for Phase 2 of the contract. Upon receipt, DESIGN-BUILDER shall proceed with the activities below:

1. Final Design (90% & 100%)

DESIGN-BUILDER shall provide updated Design Packages at 90% Design Development and 100% Completion (Issued For Construction Ready), which build upon the previous Design Packages with increasing specificity, clarity, accuracy and comprehensiveness. Each Design Package Submittal shall include a written response to each comment from all previous Design Packages. The responses shall indicate how each comment was

addressed, and where each correction and/or change is reflected in the updated Design Package.

- a. DESIGN-BUILDER shall submit a 90% Design Package that incorporates the comments and information from the previous Design Packages. The 90% Design Package shall be a comprehensive and complete pre-final construction document, suitable for procurement and construction. The documents shall essentially be 100% complete, pending any work for only minor corrections to resolve discrepancies discovered during the final review and for the incorporation of final LAWA comments. The 90% Design Package shall include, but not be limited to;
 - 1) Drawings: The drawing set shall include all required construction working-drawing sheets completed to practically 100% level of completion.
 - 2) Specifications: Specifications shall be complete, comprehensive, and fully coordinated for disciplinary requirements with the working drawings and Contract Documents.
 - 3) Calculations and Reports: All calculations and reports shall be finalized; incorporating all resolved comments and corrections of the previous submittals.
 - 4) Cost Estimate: The Cost Estimate accompanying the 90% Submittal shall consist of a detailed line item estimate with accurate unit costs and final quantities, in order to verify compliance with the Authorized Budget. Minimal contingency and allowances will be required. This estimate shall be of sufficient detail to adequately analyze the Contractor's Proposal Documents. A section of the Cost Estimate shall include a budget reconciliation detailing major variances between the total amount of the final proposal document estimate and that of the last estimate submittal.
 - 5) Schedule: DESIGN-BUILDER shall provide an updated Level 4 construction schedule for the overall times of submittals, procurement, fabrication, delivery, installation, testing and activation of all components of the project, including consideration for phasing the construction work.
 - 6) Permits: Upon completion of the 90% Design Package, the DESIGN-BUILDER shall obtain any and all permits required for construction in order to proceed with the preparation of the Issued For Construction (IFC) documents, unless otherwise directed by AHJs. Note that DESIGN-BUILDER may choose to apply for some Permits prior to the 90% Design Package. DESIGN-BUILDER shall begin the permitting process no later than the 90% Design Package. Refer to PR-12 for Third Party Coordination requirements.
 - 7) Additional Design Documents: DESIGN-BUILDER shall provide an updated Design Narrative, Model of Existing and Proposed Conditions, Design Decisions, etc. These documents shall be finalized; incorporating all resolved comments and corrections of the previous submittals.
 - 8) Preconstruction Documents: DESIGN-BUILDER shall provide updated Site Investigations, Phasing and Logistics Plans, Work Plans and Procedures Manuals, a subset of Project Management Plan (PMP), Constructability Reviews, Airspace Determinations, Long-Lead Lists, etc. These documents shall be finalized; incorporating all resolved comments and corrections of the previous submittals.
- b. DESIGN-BUILDER shall provide a 100% Design Package which incorporates the comments and information gained from the previous designs, with all outstanding

actions and comments resolved. All drawings in the 100% Design Package shall be sealed and signed for final submittal by a Registered Professional Engineer, a Registered Architect, or a Registered Land Surveyor licensed in the State of California as appropriate. Work that is performed by professionals or trades that do not require a professional registration in the State of California may be exempt from this requirement subject to prior written approval of LAWA and/or applicable AHJs. The 100% Design Package shall include, but not be limited to;

- 1) Issued For Construction (IFC) Ready Drawings
 - 2) Issued For Construction (IFC) Ready Specifications
 - 3) Calculations and Reports
 - 4) Final Cost Estimate
 - 5) Final Construction Schedule, including consideration for phasing and logistics, submittals, fabrication and delivery, testing and activation, etc.
 - 6) Final Permits, including a complete list of all drawings submitted for jurisdictional and/or code review. Refer to PR-12 for Third Party Coordination requirements.
 - 7) Additional Design Documents, including an updated Design Narrative, Model of Existing and Proposed Conditions, Design Decisions, etc. These documents shall be finalized; incorporating all resolved comments and corrections of the previous submittals.
 - 8) Preconstruction Documents, including updated Site Investigations, Phasing and Logistics Plans, Work Plans and Procedures Manuals, a subset of Project Management Plan (PMP), Constructability Reviews, Airspace Determinations, Long-Lead Lists, etc. These documents shall be finalized; incorporating all resolved comments and corrections of the previous submittals.
 - 9) An original letter signed and sealed by the DESIGN-BUILDER's Engineer of Record (EOR) and addressed to LAWA certifying that the design as submitted is in accordance with prevailing and applicable codes. The letter shall include a list of such codes used in the design. Refer to PR-12 for Third Party Coordination requirements.
 - 10) An original letter signed and sealed by the DESIGN-BUILDER and addressed to LAWA providing a list of the "Special Inspections" required by the Building Code for the proposed work. Refer to PR-12 for Third Party Coordination requirements.
 - 11) An original letter signed and sealed by the DESIGN-BUILDER and addressed to LAWA for the temporary Support of Excavation System (SOE) when applicable. Refer to PR-12 for Third Party Coordination requirements.
- c. DESIGN-BUILDER shall provide Final Construction Documents. Final Construction Documents shall be comprehensive, clear and suitable for the purposes of procurement, contracting and construction. The Final Construction Documents shall include, but not be limited to;
- 1) Issued For Construction (IFC) Drawings, including perforations and/or stamps of approval from the Authorities having Jurisdiction (LADBS, LADWP, LABOE, LABSS, LABSL, LABOS, FAA, Sempra Utilities, Caltrans etc.). Refer to PR-12 for Third Party Coordination requirements.
 - 2) Issued For Construction (IFC) Specifications

3) Final Issued For Construction (IFC) Permits

- d. Certification Requirements: Final Construction Documents, including drawings, specifications, and calculations shall be sealed and signed by the appropriate California Professional Registered Architect, Engineer-of-Record or Land Surveyor. Plans and specifications prepared for asbestos abatement, hazardous materials remediation, wetland delineation or other environmental activities shall be signed and sealed in accordance with all federal and state regulations.
- e. Contractual Requirements: DESIGN-BUILDER shall coordinate with LAWA's Procurement Services Division and Contracts Team to ensure that their Subcontractor Solicitation Documents do not conflict with LAWA's Contract Documents (Conformed Contract, General Conditions, Special Conditions, Project Requirements, etc.)
- f. DESIGN-BUILDER shall submit an Application for Airspace Determination (aka 7460-Application) for each proposed new structure, and a separate request for proposed construction-equipment (i.e. cranes) that may adversely affect the airspace and/or line-of-sight for Air Traffic Controllers (PR-03 and PR-12). DESIGN-BUILDER is required to coordinate with the FAA and LAWA Airport Operations for any work performed within the AOA and areas affecting aircraft airspace.
- g. DESIGN-BUILDER is required to coordinate with the FAA and LAWA Airport Operations for any work performed within the AOA and areas affecting aircraft airspace.

2. Construction

- a. All Construction activities shall be performed in accordance with the Contract. LAWA will host a Preconstruction Conference (PR-22) with the DESIGN-BUILDER and other key stakeholders for each CGMP and/or GMP work package, upon issuance of a NTP for Construction.
- b. DESIGN-BUILDER shall obtain a final Airspace Determination (aka 7460-Determination) from the FAA for each proposed new structure, and a separate determination for the proposed construction-equipment (i.e. cranes) that may adversely affect the airspace and/or line-of-sight for Air Traffic Controllers (PR-03 and PR-12). DESIGN-BUILDER is required to coordinate with the FAA and LAWA Airport Operations for any work performed within the AOA and areas affecting aircraft airspace..
- c. DESIGN-BUILDER is required to coordinate with the FAA and LAWA Airport Operations for any work performed within the AOA and areas affecting aircraft airspace.
- d. The DESIGN-BUILDER shall Plan, develop and maintain a Project Management Office (PMO) for the co-located Project Team, including staff from LAWA, LAWA PM/CM, DESIGN-BUILDER, etc.
- e. The DESIGN-BUILDER shall obtain a separate lease agreement with LAWA Commercial Development Group (CDG) prior to mobilization for any laydown and/or project management office spaces located on the LAX campus. The ATMP Landside Improvement Projects will be assigned laydown space on the LAX campus (square-footage and location to be provided; refer to PR-6 for details), however the DESIGN-BUILDER has the option of pursuing off-site (outside of LAX campus) laydown and/or project management office spaces outside of the LAX campus. If the DESIGN-BUILDER pursues off-site laydown and/or project management office spaces,

DESIGN-BUILDER shall comply with all Contract requirements and include all costs as part of their proposal and/or Guaranteed Maximum Price (GMP)/Component Guaranteed Maximum Price (GMP) (refer to PR-22).

3. Closeout

- f. All Closeout activities shall be performed in accordance with the Contract. LAWA will host a Closeout Meeting for each CGMP and/or GMP work package upon request from the DESIGN-BUILDER, or within 30 days of Substantial Completion (PR-27).

F. Other / Miscellaneous Scope

In addition to the scope described above, LAWA may (or may not) issue individual task orders for specific needs, to be funded by Owner Allowances as described in PR-05.

G. Early Work Packages

As identified in the Procurement Plan and throughout Phase 1 of the Contract, DESIGN-BUILDER may develop GMP/CGMP Proposals for select components of the Project to advance to Phase 2 in accordance with PR-22. This may include procurement of long-lead items, utility-relocations, temporary roadways, and/or other early / enabling work prior to developing a GMP/CGMP Proposal for the full Project.

H. Subcontractor Procurement

DESIGN-BUILDER shall solicit competitive proposals from Subcontractors for multiple work packages in accordance with GC-9.

I. Off-Ramps

If LAWA and DESIGN-BUILDER fail to reach agreement on the BOD, SD, DD, and/or GMP/CGMP Proposal, then LAWA may choose not to proceed with remaining stages of the Contract for the associated scope of work.

LAWA may utilize the services & deliverables from DESIGN-BUILDER to solicit competitive proposals from other Designers, Contractors, Design-Builders, or other Contractors at any time, for any or all project components.

LAWA may terminate the Contract for convenience at any time in accordance with GC-37.

4. POLICIES AND PROCEDURES

A. Policies

DESIGN-BUILDER shall adhere to the following policies in the development of all design documents and supporting documentation for which LAWA has authorization for approval. Design services shall be performed by either a licensed California Professional Engineer or a licensed California Architect (dependent on the scope). All submitted and approved drawings need to be stamped and signed by said licensee. DESIGN-BUILDER shall be responsible for the development of design documents, supporting documentation and coordination that comply with third party agency design policies for the purpose of securing approval by these

agencies. At a minimum, DESIGN-BUILDER's design activities and documents will provide the following

1. Compatibility with Aviation Operations

DESIGN-BUILDER shall develop all project documents for design and construction in compliance with all applicable federal, state, regional, city and local laws and regulations, and consistent with accepted airport standards such as the LAWA Design and Construction Handbook (DCH), Authorities Having Jurisdiction (AHJ) and Third Parties including but not limited to LADBS, LABOE, LABOS, LABSS, LABSL, Caltrans, FAA, various utility companies, etc. Structures and facilities shall not pose a hazard to aircraft operations, interfere with established Federal Aviation Administration (FAA) ground or air control procedures, nor impede the safe flow of aircraft and/or ground service equipment (GSE). Construction safety and work plans shall be made with consideration and approval of the FAA where necessary and applicable. DESIGN-BUILDER shall identify the appropriate airport operations stakeholders to coordinate any required work or tasks to be performed in the Air Operations Area (AOA) throughout all stages of the project. Below are links to the DCH.:

<http://www.lawa.org/laxdev/Handbook.aspx>

2. Environmental Protection and Sustainability

DESIGN-BUILDER's design and construction documents and environmental efforts must conform to all applicable federal, state, regional, city and local laws and regulations. DESIGN-BUILDER shall also fulfill the project-specific sustainability goals as described in PR-18 and PR-20.

3. Safety

Safety shall be an integral part of the DESIGN-BUILDER's delivery process throughout all stages of the project. DESIGN-BUILDER shall perform all work in compliance with LAWA's Construction Safety Program Requirements and PR-15, and shall provide design and construction documents that support the LAWA objective of an accident-free project. DESIGN-BUILDER shall work with LAWA's Safety Team in the development and approval of the DESIGN-BUILDER's Safety Plans.

4. Quality Assurance (QA) and Quality Control (QC)

DESIGN-BUILDER shall establish a quality assurance (QA) and quality control (QC) program for their design, preconstruction, and construction activities and associated documents. The DESIGN-BUILDER's QA and QC plan shall be prepared and maintained in accordance with the Contract (PR-13/14). The DESIGN-BUILDER's QA and QC plan shall further reflect that the DESIGN-BUILDER is required to perform inspection and tests on many items of work, including that of subcontractors. The technical specifications shall specify all activities to be performed by the contractor as part of their QA and QC program.

5. Site Protection and Restoration

DESIGN-BUILDER shall take appropriate measures to protect all surrounding properties, utilities and facilities from damage. DESIGN-BUILDER shall restore all surrounding properties, utilities and facilities to equal or better condition prior to construction completion.

B. Project Management and Execution

1. Work Plans and Procedures Manuals (Project Management Plan (PMP))

- a. DESIGN-BUILDER shall submit formal Work Plans and Procedures Manuals, a subset of Project Management Plan (PMP), to LAWA with each design package submittal (BOD, 30%, 60%, 90%, 100%), and on a quarterly basis during construction. Each submittal shall build upon the previous versions with increasing specificity, clarity, accuracy and comprehensiveness. This includes, but is not limited to:
- 1) Project Management Plan (PR-02 and PR-22)
 - 2) Traffic Management Plan (TMP)
 - 3) Construction Area Access, Phasing and Logistics Plan (PR-03)
 - 4) Safety Plan (PR-15)
 - 5) Security Plan (PR-03)
 - 6) Work Plan & Schedule (PR-04)
 - 7) Site Investigations Plan
 - 8) Design Management Plan (PR-11)
 - 9) Design Submittal Packaging Plan
 - 10) Cost Management Plan
 - 11) Project Controls Plan
 - 12) Quality Control Plan (PR-14)
 - 13) Virtual Design and Construction (VDC) and Building Information Modeling (BIM) Execution Plan (PR-21)
 - 14) Risk Management Plan
 - 15) Sustainability Plan
 - 16) Airport Operational Readiness & Commissioning Plan (PR-26)
 - 17) Storm Water Pollution Prevention Plan (SWPPP)
 - 18) Hazardous Materials Management Plan (HMMP)
 - 19) Environmental Monitoring and Control Plan (PR-18)
 - 20) Permitting Plan
 - 21) Third Party and Agency Coordination Plan (PR-12)
 - 22) Communication Plan
 - 23) Stakeholder Engagement and Management Plan
 - 24) Procurement and Packaging Plan (including but not limited to self-perform, subcontracting, etc.)
 - 25) Onboarding and Training/Familiarization Plan

LAWA envisions DESIGN-BUILDER will develop the PMP in stages, with increasing specificity, clarity, accuracy, and comprehensiveness as the project advances.

DESIGN-BUILDER shall provide a Monthly Progress Report throughout all stages of the Project, clearly describing & demonstrating the latest progress, challenges, developments, and key performance indicators (KPI) for each of the plans, attributes, and considerations above.

- b. Phasing and Logistics Plans shall include the identification of work areas, working hours, potential operational impacts, proposed mitigation strategies, and proposed implementation and contingency plans. The plans shall include graphical presentations of each phase of work, with supporting narrative descriptions of the potential impacts and mitigation-measures. This includes, but is not limited to;
 - 1) Work Areas (construction, offices, storage and laydown, employee parking, etc.)
 - 2) Site Access (haul-routes, delivery-hours, badging, AOA posts, etc.)
 - 3) Roadway / Traffic Impacts (i.e. lane-closures, etc.)
 - 4) Pedestrian Impacts (i.e. sidewalk closures, etc.)
 - 5) Airfield Impacts (i.e. Taxilane Closures, Gate-Closures, etc.). DESIGN-BUILDER is required to coordinate with the FAA and LAWA Airport Operations for any work performed within the AOA and areas affecting aircraft airspace.
 - 6) Environmental Impacts (i.e. noise, vibration, stormwater, etc.)
- c. DESIGN-BUILDER shall submit detailed construction work plans prior to starting each significant phase of construction (i.e. demolition, abatement and hazardous material mitigation, civil and utilities, earthwork, foundations, structural, building envelope, building-systems, roadway, traffic, etc.), building upon the plans described above.

2. Stakeholder Management

- a. DESIGN-BUILDER shall engage with stakeholders as early as possible, and shall regularly and formally conduct stakeholder outreach efforts (workshops, document-reviews, site-visits, etc.) throughout all stages of the Project. DESIGN-BUILDER shall prepare and implement their Work Plans and Procedures Manuals, a subset of Project Management Plan (PMP), to complement LAWA's Airport Operational Readiness (AOR) Program and coordinate activities within the plans with the AOR Team.
- b. DESIGN-BUILDER shall create, maintain, and implement a Stakeholder Engagement and Management Plan that includes the processes required to identify the people, groups and organizations that could affect or be affected by the project, to analyze stakeholder expectations and their impact on the project, and to develop appropriate strategies and tactics for effectively engaging stakeholders in a manner appropriate to the stakeholders' interest and involvement in the project. The Stakeholder Engagement and Management Plan will include the following sections:
 - 1) Identification of Stakeholders – identify by name and title the people, groups, and organizations that have significant influence on project direction and its success or who are significantly impacted by the project.
 - 2) Plan for Stakeholder Management – identify the strategies and mechanisms that will be used to ensure appropriate stakeholder engagement is performed throughout the Project life cycle.
 - 3) Management of Stakeholder Engagement – outline the processes and steps that will be undertaken to carry out the planned strategies including any limitations, restrictions or risk.
 - 4) Control Stakeholder Engagement – describe the methods and efforts that will be used to monitor stakeholder engagement and maintain the appropriate levels of communication with each stakeholder.

- c. The DESIGN-BUILDER shall provide the necessary exhibits, drawings, presentations or other graphics as necessary for stakeholders to use to communicate to or solicit input from other stakeholders.
- d. DESIGN-BUILDER shall conduct all activities necessary to interface and coordinate with other organizations and third party jurisdictional agencies to secure approval of the design documents. DESIGN-BUILDER shall identify the authorizing agency (or agencies) with jurisdictional authority for approval, and shall coordinate with those agencies on LAWA's behalf to secure approval of the design documents. DESIGN-BUILDER shall coordinate with organizations including, but not limited to, the following:
 - 1) City of Los Angeles Department of Water and Power (LADWP)
 - 2) City of Los Angeles Bureau of Engineering (LABOE)
 - 3) City of Los Angeles Bureau of Street Lighting (LABSL)
 - 4) City of Los Angeles Bureau of Street Services (LABSS)
 - 5) City of Los Angeles Bureau of Sanitation (LABOS)
 - 6) City of Los Angeles Bureau of Contract Administration (CONAD)
 - 7) City of Los Angeles Department of Building and Safety (LADBS)
 - 8) Los Angeles World Airports (LAWA)
 - a) Airports Development Program (ADP)
 - b) Airport Operations and Emergency Management
 - c) Facilities Maintenance and Utilities Group
 - d) Information Management and Technology Group (IMTG)
 - e) Airport Security and Public Safety
 - f) Shutdown Control Center (SCC)
 - g) Coordination and Logistics Management (CALM)
 - h) Environmental Programs Group
 - 9) City of Los Angeles Council District (CD) 11
 - 10) South Coast Air Quality Management District (SCAQMD)
 - 11) California Department of Transportation (Caltrans)
 - 12) Federal Aviation Administration (FAA)
 - 13) Environmental Protection Agency (EPA)
 - 14) U.S. Customs and Border Protection (CBP)
 - 15) U.S. Citizenship and Naturalization Services
 - 16) U.S. Department of Agriculture
 - 17) U.S. Public Health Service
 - 18) Airport Tenants
 - 19) Air Carriers
 - 20) LAX Fuel System Management
 - 21) Transportation Security Administration (TSA)
 - 22) California Coastal Commission

- 23) Cultural Affairs Commission
- 24) Public Arts Commission
- 25) Private utility providers (Semptra Utilities, etc.)
- e. DESIGN-BUILDER shall coordinate their design with other projects and/or contractors that may affect this project, and clearly reflect that coordination within each design package. DESIGN-BUILDER shall assure LAWA that all elements of its design and construction work, including that of its subcontractors, are fully coordinated with other projects and/or contractors.
- 3. Design Management (PR-11)
 - a. DESIGN-BUILDER shall identify third-party jurisdictional agencies which may have authority for approval over each project component and design package in their Permitting Plans within each design package.
 - b. DESIGN-BUILDER shall be responsible for adhering to the requirements of LAWA and AHJ Design Requirements, as well as the requirements of third-party jurisdictional agencies for the approval of design documents.
 - c. DESIGN-BUILDER shall submit each Design Package to the Jurisdiction having Authority and to LAWA. Upon receipt, LAWA will conduct a formal design review and provide written feedback to the DESIGN-BUILDER within 30 calendar days.
 - d. DESIGN-BUILDER shall reconcile all comments received from LAWA, and provide a written response to each comment in the follow-on design package. The responses shall indicate how each comment was addressed, and where each correction and/or change is reflected in the updated Design Package.
 - e. DESIGN-BUILDER is solely responsible for quality control of their design and construction documents, and for ensuring that all procedural requirements are fulfilled. DESIGN-BUILDER shall provide design submittals that are fully comprehensive and complete in accordance with PR-11.
 - f. DESIGN-BUILDER shall submit formal Design Packages to LAWA at the scheduled time of completion of the following design stages:
 - 1) Basis of Design (BOD) and Proof of Concepts
 - 2) Schematic Design (30%) Submittal
 - 3) Design Development (60%) Submittal
 - 4) Final Design (90%) Submittal
 - 5) Issue For Construction (IFC) Documents (100%) Submittal
 - 6) Record Documents
 - g. DESIGN-BUILDER shall coordinate design-priorities with the approved Procurement Plan and Project Schedule to ensure design-package submittals do not adversely affect the schedule.
 - h. Incomplete submittals will be rejected and returned for additional work and resubmittal. If a submittal is determined to be unacceptable by the Jurisdiction having Authority or by LAWA, the DESIGN-BUILDER will be notified accordingly. Delays and/or costs incurred by incomplete submittals and/or their associated rejection are the responsibility of the DESIGN-BUILDER, and no allowances will be made. Refer to

PR-12 Third Party Coordination requirements.

4. Risk Management

- a. DESIGN-BUILDER shall be responsible for and lead the Risk Management effort for the Project. DESIGN-BUILDER shall provide a Risk Management Plan, identifying their process for risk identification, assessment, qualification, quantification and responses. It should follow a methodology recognized in the industry as appropriate to the Project scope.
- b. DESIGN-BUILDER shall identify a staff member that will provide Risk Management services. That person will be responsible for implementation of the approved Risk Management Plan. Regular meetings shall be scheduled to update and improve the overall risk profile of the Project. DESIGN-BUILDER shall be responsible for creating and maintaining the Project Risk Register and associated documentation.

5. Utility Locating and Marking

- a. DESIGN-BUILDER shall verify the location, depth, alignment, size, function and condition of all existing utilities affected by and/or relevant to the Project in accordance with PR-07.
- b. DESIGN-BUILDER shall identify all existing and proposed utilities in their Design Documents, Construction Documents, and Model of Existing and Proposed Conditions.
- c. DESIGN-BUILDER shall physically mark the location of all identified existing utilities in the field prior to starting any construction that could adversely affect those utilities.
- d. DESIGN-BUILDER shall provide a complete LAWA Impact Request (LIR), Area Shutdown Requests (ASR) and or Utility Shutdown Requests (USR) to LAWA's Construction and Logistics Management (CALM) Team and/or LAWA's Shutdown Control Center (SCC) at least 30 days prior to any planned area and/or utility shutdown(s). (PR-03)
- e. DESIGN-BUILDER must retain a tribal monitor approved by the Gabrieleno Band of Mission Indians-Kizh Nation and will be present on-site during construction phases that involve any ground disturbing activities. Refer to PR-18, certified Environmental Impact Report (EIR), and National Environmental Policy Act (NEPA) Environmental Assessment (EA) for requirements.
- f. DESIGN-BUILDER is required to coordinate with the FAA and LAWA Airport Operations for any work performed within the AOA and areas affecting aircraft airspace. Refer to PR-12 Third Party Coordination requirements.
- g. DESIGN-BUILDER is required to coordinate with Authorities Having Jurisdiction (AHJ) and Third Parties including but not limited to LADBS, LABOE, LABOS, LABSS, LABSL, Caltrans, FAA, various utility companies, etc. for any work performed within the AHJs and/or Third Parties rights-of-way and easements. Refer to PR-12 Third Party Coordination requirements.

C. Cost Management

1. DESIGN-BUILDER shall prepare and submit a construction cost estimate with all design submittals. All estimates shall be prepared by professionals skilled in construction cost estimating and are subject to approval by LAWA. DESIGN-BUILDER shall be responsible for reviewing and validating all costs whether prepared by the DESIGN-BUILDER or by others. DESIGN-BUILDER shall notify LAWA of any company engaged in construction work

used for the preparation of estimates. DESIGN-BUILDER estimates shall be developed to the level of detail appropriate for the respective submittal as follows;

Uniformat II should be minimum requirement, however, DESIGN-BUILDER and LAWA will collaboratively develop Cost Estimate framework.

- a. Basis of Design: Uniformat II, Level 2 or above
 - b. Schematic Design: Uniformat II, Level 3 or above
 - c. Detailed Design: Uniformat II, Level 4 or above (including new CSI 48+ divisions)
 - d. Construction: Uniformat II, Level 4 or above (including new CSI 48+ divisions)
2. DESIGN-BUILDER shall present construction cost estimates in a legible format, in sufficient detail to reflect progress of design submission. DESIGN-BUILDER shall provide updated cost-estimates with each formal design package submittal (BOD, 30%, 60%, 90%, 100%, IFC). In addition to a complete project cost estimate, the DESIGN-BUILDER shall present separate cost-breakdowns for the various project components progressed to the development of a CGMP/GMP.
 3. DESIGN-BUILDER shall include actual quantities and unit costs for each line item of the designed portions of work. The unit costs shall address Labor Workhour Units, Labor Cost Units, Material Cost Units, and Construction Equipment Cost Units. The construction cost estimates shall include Quantity, Unit of Measure, Labor Hours, Labor Rates, Material Costs, Equipment Dollars and Total Dollars for each Level 4 line item and shall be rolled up by totals to Level 1 and Level 2. All labor rates shall have a breakdown that includes the actual raw rate and documented burdens, benefits, etc.
 - a. DESIGN-BUILDER's Profit shall be identified as separate line item and taken on the cost of work. The estimates shall identify the escalation percentage, amount of escalation to mid-point included in the estimate (based on the construction schedule) as a line item and the estimate shall be totaled for all costs. For bid item estimates the escalation shall be included in each applicable bid item.
 - b. Mobilization shall be included as a separate line item.
 - c. A basis of estimate narrative describing the scope of the estimate, exclusion of what is not in the estimate, what the escalation to the midpoint of construction is based on, and identifying the construction duration used for the estimate shall accompany each estimate.
 - d. Approximate quantities and unit costs shall be developed for work not yet clearly defined. Allowances may be applied for work that is known, but not yet detailed.
 - e. Construction Contingency to be jointly developed with the DESIGN-BUILDER and LAWA. The Construction Contingency should not exceed the following target ranges: 10-20% during Basis of Design, 10-15% during Schematic Design, and 5-10% during Detailed Design, unless otherwise directed by LAWA.
 - f. A section of each estimate shall include a budget reconciliation detailing major variances between the current estimate and that of the previous design submittal.
 4. Unit Prices shall be to the nearest cent. Total costs shall be rounded to the nearest dollar with comas and without the dollar (\$) sign. The dollar (\$) sign shall be used only at appropriate subtotals and totals.
 5. Contractor General Conditions: Contractor general conditions shall be a separate line item based on bottoms-up staffing plan and shown as a percentage of the construction cost,

unless otherwise directed by LAWA.

6. All Construction Pricing: All construction pricing shall be based on current costs, including escalation, at the time the estimate is prepared. The basis of such costs shall be clearly stated.
7. For Specific Levels of Completion and Other Requirements: For specific levels of completion and other requirements, refer to specific submittal requirements.
8. Estimate Shall Include: Estimate shall include submittal type or level, date and have title of drawings and specifications.
9. Assumptions: All assumptions, allowances and risk related contingencies that affect the estimate shall be clearly identified and should decline as design progresses.
10. Exclusions: Exclusions are potential cost items not currently addressed by the submittal documents; therefore, they cannot be assigned an accurate cost or allowance. They shall be clearly identified in the estimate and decline as design progresses.
11. For Each Facility or Major Component of the Estimate: For each Facility or Major Component of the estimate, a summary level of aggregate man-hours and direct costs shall be provided. The direct cost summation shall be further broken down by labor, material, equipment, subcontractor(s) and total cost.
12. For Project Summary: Provide a summation of aggregate man-hours and direct costs. Further break down direct cost summation by labor, material, equipment, subcontractors' costs, and total cost.
13. Comparative Tabulation: A separate comparative tabulation of direct costs for major components and/or types of work, markups and total project construction cost shall be provided for the current estimate and the previous estimate.

D. Schedule Management

1. DESIGN-BUILDER shall provide a Preliminary Schedule in Precedence Diagram Method (PDM), Gantt chart or other acceptable presentation ten (10) days prior to the Project Kick-off Meeting for LAWA's review and approval and/or comment (PR-04). The preliminary schedule shall include all work activities for the first 120 days of the Project unless otherwise directed by LAWA.
2. Within sixty (60) days of Notice to Proceed, DESIGN-BUILDER shall submit the detailed Phase 1 portion and a Level 3, Phase 2 portion of DESIGN-BUILDER's Baseline Project Schedule and Narrative.
3. DESIGN-BUILDER shall provide Monthly Schedule Updates on a monthly basis, and with each design review submission. Each updated schedule shall indicate the percentage complete for each activity, and the forecasted dates for all remaining activities and milestones. When, during the execution of design work, milestone dates appear to be in jeopardy, the DESIGN-BUILDER shall provide a written explanation of the delay or potential delay, and a written proposal of an alternative course of action to achieve schedule recovery. The DESIGN-BUILDER shall identify actions and/or decisions required by LAWA or others that may adversely affect the schedule. LAWA uses Primavera software and requires the DESIGN-BUILDER to prepare schedules that are compatible. Each submittal should include schedule information in hard copy and electronic formats (both ".PDF" and ".xer").
4. DESIGN-BUILDER shall identify other planned projects (current or future) that may have a bearing on any part of work included in the DESIGN-BUILDER's contract, and coordinate

with other projects and/or contractors throughout all stages of the project to ensure timely completion of this project and other related projects.

E. Additional Services

1. In addition to the items listed above and as needed, the DESIGN-BUILDER shall have the ability to subcontract with specialized firms for additional services, including but not limited to construction materials testing, archeology and paleontology monitoring, noise monitoring, biotic resource monitoring, water quality testing, hazardous materials testing and remediation, Maintenance of Traffic (MOT) and other services.

F. Work By Others

1. DESIGN-BUILDER shall cooperate and coordinate with other projects' designers, contractors, tenants, operators, etc. as needed to ensure the successful delivery & implementation of the ATMP Landside Improvements and related projects. Related projects include, but are not limited to;
 - a. ATMP Airside Improvements
 - b. Concourse 0
 - c. Terminal 9
 - d. Cargo Redevelopment Program
 - e. Airports Development Program (ADP)
 - f. Landside Access Modernization Program (LAMP)
 - g. Terminal Development & Improvement Program (TDIP)
 - h. LAX Northside Development Plan

END OF PR-01 SCOPE OF WORK

PR-02 PROJECT MANAGEMENT AND COORDINATION

1. RESPONSIBILITIES

- A. LAWA maintains construction project manager software, web-based Meridian System Prolog. DESIGN-BUILDER shall coordinate with LAWA for transmitting and coordinating construction related documentation.
- B. DESIGN-BUILDER shall facilitate communications and the management of the construction design process. DESIGN-BUILDER is required to establish a local office for the duration of the project. Design work shall be performed consistent with the standards of professional care exercised by national design firms. The DESIGN-BUILDER is not required to produce the entire construction documents package in the local office; however, the DESIGN-BUILDER must provide a core design team permanently stationed at the local office to provide LAWA with the current status of the design documents and to address technical issues that may arise during the design process. The DESIGN-BUILDER is required to deliver to LAWA any and all design materials. These materials include, but are not limited to: calculations, preliminary drawings, construction drawings, shop drawings, samples, electronic media data, sketches, illustrations, specifications, descriptions, models, mock-ups, and other information DESIGN-BUILDER shall developed, prepared, furnished, or delivered in the prosecution of the design work.
- C. DESIGN-BUILDER shall designate a Third Party coordination team that has extensive experience successfully processing projects through all authorities having jurisdiction for all projects included in this Scope of Work. The Third Party Coordination manager shall be a registered Civil engineer with at least 5 years of permitting experience in the City of Los Angeles.

2. PHASING AND LOGISTICS

- A. The team must have recent, relevant experience with processing projects through all required Los Angeles City, County and Caltrans Departments and AHJ. The DESIGN-BUILDER shall provide and maintain phasing and logistics plans throughout all stages of the project as described in PR-01 and elsewhere in the contract documents.
- B. DESIGN-BUILDER shall coordinate the development of its phasing and logistics plans with the appropriate Stakeholders throughout all stages of the Project for review and approval to ensure that the development and execution of their Phasing and Logistics Plans accommodate Stakeholder needs and minimize the associated risks and impacts.
- C. DESIGN-BUILDER shall work closely with LAWA's CALM group throughout all stages of the project to ensure that all CALM and LAWA requirements are fulfilled as described in LAWA's Design and Construction Handbook (DCH) and properly coordinated with stakeholders.
- D. DESIGN-BUILDER shall attend the CALM weekly roadway coordination meeting to discuss and coordinate any potential roadway or lane closures prior to submitting an Area Shutdown Request (ASR), Utility Shutdown Request (USR), or LAWA Impact Request (LIR). DESIGN-BUILDER shall attend the CALM nightly huddle as appropriate but minimally on the night of any closure to discuss the safety-risks and operational-impacts of the closure, and the plans and procedures to mitigate those risks and impacts.
- E. DESIGN-BUILDER shall include complete Phasing & Logistics Plans in their GMP/CGMP Proposal. LAWA may establish specific Liquidated Damages for the Contract for planned or unplanned operational impacts that extend beyond their contractual/approved durations.

- F. The Phasing and Logistics Plans and associated Liquidated Damages shall be specifically identified in the ATMP Roadways GMP Contract Documents for “Phase 2” of the Contract. This section, PR-02, is subject to modification or replacement to update or these requirements for Phase 2.
- G. The Phasing and Logistics Plans shall cover and include all aspects of construction stages and sequencing to include all the items listed below, but not limited to:
- CALM and SCC (Shutdown Control Center)- Utility Shutdown Request (USR), Area Shutdown Request (ASR), LAWA Impact Request (LIR), etc.
 - Pedestrian/PAX Safety, accessibility, and wayfinding
 - Understanding of Project Constraints
 - Construction hours (by phase, package, etc.)
 - Site office, facilities, and storage – Ref. PR-06
 - Security (Landside, Airside and Secured Access Areas)- Ref. PR 3
 - Traffic management and control/LAPD coordination – Ref. PR 3
 - Haul routes, schedules, and constraints
 - Construction related parking
 - Dust control
 - Equipment operation, maintenance, safety, etc.
 - Hazardous materials controls
 - Site drainage, SWPPP and rain mitigation
 - Solid waste/recycling management
 - Crane use and constraints (FAA Approvals)
 - Site and material management

3. CONSTRUCTION DOCUMENTS PHASE

A. Prepare the construction documents for the entire Project

1. Upon receipt of the NTP, the DESIGN-BUILDER shall instruct the Engineer of Record to commence the designs and the preparation of the construction documents. The construction documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality. The construction documents shall include all information required by the building trades to complete the construction of the project, other than such details customarily developed by others during construction. The DESIGN-BUILDER shall be responsible to design, prepare construction documents and coordinate all disciplines for the entire project including, but not limited to, all structural elements site work, landscaping and utilities. The project’s design shall meet or exceed the design and performance criteria stipulated in the contract documents.
2. LAWA’s review of the construction documents shall be conducted in accordance with the approved DESIGN-BUILDER’s baseline schedule with procedures set forth in progress schedules and reports. Such review shall not relieve the DESIGN-BUILDER from its responsibilities under the agreement. Such review shall not be deemed an approval or waiver by LAWA of any deviation from, or of the DESIGN-BUILDER’s failure to comply with, any provision or requirement of the contract documents, unless such deviation or failure has been identified as such in writing in the document submitted by the DESIGN-BUILDER and explicitly approved by LAWA.
3. However, it is acknowledged by the parties hereto that inherent in a Design-Build concept, bridging or otherwise, the production and review of construction documents may be a continuing process with portions thereof completed at different times. However, the

DESIGN-BUILDER will determine the number of design packages with LAWA and stipulate the number in the project management plan as required in contract. See also, management plan information and requirements, meetings and conferences.

4. The DESIGN-BUILDER shall submit completed packages of the construction documents for review by LAWA, LAWA Fire Marshal, and LAWA Engineer at the times indicated on the DESIGN-BUILDER's baseline schedule and as defined in contract requirements, "Submittal Procedures". The DESIGN-BUILDER shall schedule meetings with LAWA to review the construction document packages. Meetings shall be scheduled so as not to delay the work. After reviewing the construction documents package for conformance to the performance criteria, LAWA will issue a NTP for construction to the DESIGN-BUILDER.
5. DESIGN-BUILDER shall provide construction documents for hazardous and/or toxic abatement efforts and demolition activity and shall be of sufficient clarity and detail and submitted to LAWA for review.

B. Ownership of Design Materials

1. All materials and documents developed in the performance of this agreement are the property of LAWA. LAWA shall have unlimited rights, for the benefit of LAWA, to all drawings, CAD files, designs, specifications, notes, and other work developed in the performance of this agreement, including the right to use same on any other LAWA work at no additional cost to LAWA. DESIGN-BUILDER agrees to and does hereby grant to LAWA a royalty-free license to all such data that DESIGN-BUILDER may cover by copyright and to all designs as to which DESIGN-BUILDER may assert any rights or establish any claim under the patent or copyright laws. The DESIGN-BUILDER for a period of three (3) years after completion of the project agrees to furnish and to provide access to the originals or copies of all such materials upon the request of LAWA. LAWA agrees to make no demand on DESIGN-BUILDER for responsibility for LAWA's use of such materials for any other LAWA work that is not the subject of an agreement between LAWA and DESIGN-BUILDER for such use.
2. LAWA does not assume any obligation to employ the DESIGN-BUILDER's services or pay DESIGN-BUILDER royalties of any type as to future programs that may result from the work performed under this agreement.

C. Design Material Errors

1. The DESIGN-BUILDER shall be solely responsible for all design errors, including, but not limited to: errors, inconsistencies or omissions in the construction documents. The DESIGN-BUILDER shall take field measurements and verify field conditions and shall carefully compare such field conditions and other information known to the DESIGN-BUILDER from the contract documents before commencing activities. The DESIGN-BUILDER shall coordinate with all necessary agencies and receive construction permits before performing any affected work.

4. CONSTRUCTION PHASE RESPONSIBILITIES

- A. The DESIGN-BUILDER shall provide all labor, materials, equipment, temporary utility services and facilities necessary to construct the entire project as required by the contract documents, including, but not limited to:
 1. Prepare an existing conditions survey of the all surrounding and adjacent properties, including streets and observable utilities, prior to the start of construction. The survey shall

professionally document existing conditions of surrounding and adjacent properties using a professional video/filming service hired by the DESIGN-BUILDER and approved by LAWA prior to the start of work. Video shall be CD or DVD and contain detailed audio documentary describing property, location and existing conditions in areas of view. DESIGN-BUILDER shall be responsible for gaining access to properties. Submit five (5) copies of the CD or DVD's to LAWA ten (10) days prior to the start of construction.

2. Design, construct and maintain for the entire duration of the project all necessary improvements to be used as the field office (in the vicinity of the projects) for both the Design-Build and LAWAs' project management teams. All costs are to be paid as part of the stipulated sum, including, but not limited to: all office space, furniture, furnishings, equipment, utilities (including, but not limited to: water, power, sewer, broadband internet service, phone and fax lines), express mail, document reproduction, drinking water, and janitorial services as further described in Temporary Facilities.
3. Establish reasonable pre-qualification criteria and standards for sub-contractors.
4. DESIGN-BUILDER shall provide Paleontologist and Archeologist services on site during excavation activities as needed. Should there be archeological, prehistoric, historic or Native American findings on the project site, the DESIGN-BUILDER shall provide a security service at night to prevent looting of the site. Service(s) shall be in place until excavation activities are complete.
5. DESIGN-BUILDER shall provide continuous updates of the project record drawings.
6. DESIGN-BUILDER shall install, protect and maintain any new and existing security fencing in the construction area and in the vicinity of their operations. All openings in the security fence shall be supervised with a full-time security guard when unlocked during construction hours. The security plan shall be approved by LAWA.

5. COORDINATION

A. Coordination

1. DESIGN-BUILDER shall coordinate construction operations included in different sections of the specifications to ensure efficient and orderly installation, connection, and operation, of each part of the work.
2. DESIGN-BUILDER shall schedule construction operations in sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
3. DESIGN-BUILDER shall coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components.
4. DESIGN-BUILDER shall make adequate provisions to accommodate items scheduled for later installation.
5. Interpretations of Contract Documents:
 - a. Consult with LAWA to obtain any interpretation in accordance with the Contract Documents.
 - b. Assist in resolution of questions which arise.
 - c. Transmit written interpretations to concerned parties.

6. Coordination and attendance at weekly construction, quality control meetings, and safety meetings.

B. Memoranda

1. DESIGN-BUILDER shall prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
2. DESIGN-BUILDER shall prepare similar memoranda for LAWA and separate sub-contractors if coordination of their work is required.

C. Administrative Procedures

1. DESIGN-BUILDER shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other subcontractors to avoid conflicts and to ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
 - a. Preparation of DESIGN-BUILDER's construction schedule.
 - b. Preparation of the schedule of values.
 - c. Installation and removal of temporary facilities and controls.
 - d. Delivery and processing of submittals.
 - e. Progress meetings.
 - f. Pre-installation conferences, if specified.
 - g. Startup and adjustment of systems.
 - h. Project closeout activities.
 - i. Payment application review meetings

D. Conservation

1. DESIGN-BUILDER shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
2. DESIGN-BUILDER shall salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other sections for disposition of salvaged materials that are designated as LAWA's property.

6. SUBMITTALS

A. Key Personnel Names

1. Within a minimum of 10 working days prior to starting construction operations, the DESIGN-BUILDER shall submit a list of key personnel assignments, including superintendent and other personnel in attendance at project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to project.
2. DESIGN-BUILDER shall post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

B. Daily Construction Reports

1. Prepare a daily construction report recording the following information concerning events at project site:
 - a. List of subcontractors at project site.
 - b. List of separate DESIGN-BUILDERS at project site.
 - c. Count of personnel with names at project site.
 - d. Equipment makes and model at project site.
 - e. Material deliveries.
 - f. High and low temperatures and general weather conditions.
 - g. Accidents.
 - h. Meetings and significant decisions.
 - i. Unusual events (refer to special reports).
 - j. Stoppages, delays, shortages, and losses, workday start and finish time.
 - k. Meter readings and similar recordings.
 - l. Emergency procedures.
 - m. Orders and requests of authorities having jurisdiction.
 - n. Change Orders received and implemented.
 - o. Construction Change Directives received and implemented.
 - p. Services connected and disconnected.
 - q. Equipment or system tests and startups.
 - r. Partial completions and occupancies.
 - s. Completions authorized.

2. DESIGN-BUILDER shall coordinate with LAWA to submit reports via Prolog system.

C. Material Location Reports:

1. At weekly intervals, prepare and submit two (2) copies of a comprehensive list of materials delivered to and stored at project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a LAWA statement of progress with delivery dates for materials or items of equipment fabricated or stored away from project site.

D. Field Condition Reports:

1. Immediately upon discovery of a difference between field conditions and the construction documents, prepare and submit two (2) copies of a detailed report at time of discovery of differing conditions.
2. Submit report with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the construction documents.

E. Special Reports

1. General:
 - a. Prepare and submit two (2) copies of special reports directly to LAWA within one

day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence. DESIGN-BUILDER shall coordinate with LAWA to submit reports via Prolog system.

2. Reporting Unusual Events:

- a. When an event of an unusual and significant nature occurs at project site, whether or not related directly to the work, prepare and submit two (2) copies of a special report. List chain of events, persons participating, and response by DESIGN-BUILDER's personnel, evaluation of results or effects, and similar pertinent information. Advise LAWA in advance when these events are known or predictable.

F. QA/QC Reports

1. See PR-13/14 "Quality Assurance/Quality Control"

G. Logs

1. Establish and maintain the following logs:
 - a. Requests for Clarification Log
 - b. Submittals Log
 - c. Requests for Information Log
 - d. Change Order Log
2. Form of Logs:
 - a. Record items on a serial number basis.
 - b. Assign individual numbers, in serial order, to each entry.
 - c. Begin serial order with No. 1 and continue numerically uninterrupted.
 - d. Review status of the above documentation in the Progress Meetings using the logs.
 - e. Update logs after each meeting.

7. PROJECT MEETINGS

A. General:

1. DESIGN-BUILDER shall schedule and conduct coordination meetings and conferences at project site, unless otherwise required. DESIGN-BUILDERS fees shall include all required meetings with LAWA, AHJs and other stakeholders.
2. Attendees: DESIGN-BUILDER shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify LAWA of scheduled meeting dates and times.
3. Agenda: DESIGN-BUILDER shall prepare the meeting agenda with input from the attendees prior to the meeting. Distribute the agenda in the meeting and review the status of action items.
4. Minutes: DESIGN-BUILDER shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including LAWA within three working days of the meeting.

B. Project Kick-off Conference.

1. The objective of this meeting is to introduce the project team members, confirm

understandings, roles, responsibilities, schedules, emergency contacts, neighborhood awareness and outreach, and to review the procedural requirements of the project as established by the contract requirements and the Project Management Plan. LAWA will conduct the project kick-off conference within ten (10) calendar days after the NTP. It will be attended by the DESIGN-BUILDER, LAWA and others as appropriate. LAWA, with input from the DESIGN-BUILDER, will prepare the agenda as well as prepare and distribute the meeting minutes. LAWA shall be a participant in all meetings.

C. Design Coordination Meetings.

1. The objective of these meetings is to proactively facilitate the DESIGN-BUILDER's liaison with LAWA's Master Architect and sub consultants for the purposes of design discussion during construction document development. These meetings are to be held at a mutually agreed upon location in the vicinity of the project site. Attendees shall include appropriate members of the DESIGN-BUILDER, LAWA and others, as appropriate. DESIGN-BUILDER will prepare and distribute the agenda and minutes. Meetings will include an overview of the DESIGN-BUILDER's short-term schedule. Meeting minutes shall be distributed no later than 3 business days after such meeting is held.

D. Design Progress Meetings.

1. The objective of these meetings is to proactively facilitate the DESIGN-BUILDER's completion of the design and construction documents and to establish a mutually acceptable review procedure. The DESIGN-BUILDER will conduct regularly scheduled team meetings during the completion of the design development of the construction documents. These meetings are to be held at a mutually agreed upon location in the vicinity of the project site. Attendees shall include appropriate members of the DESIGN-BUILDER, LAWA and others, as appropriate. DESIGN-BUILDER will prepare and distribute the agenda and minutes. Meetings will include an overview of the DESIGN-BUILDER's short-term schedule. Meeting minutes shall be distributed no later than 3 business days after such meeting is held.

E. Construction Document Reviews.

1. During the development and at the completion of the DESIGN-BUILDER's construction documents, LAWA may require the performance of peer reviews and/or a code certification of the construction documents. The DESIGN-BUILDER shall cooperate and coordinate with LAWA in performance of these reviews and distribution of construction documents.

F. Preconstruction Conference:

1. DESIGN-BUILDER shall schedule a preconstruction conference before starting construction, at a time convenient to LAWA, but no later than 10 working days after completion of construction documents. DESIGN-BUILDER shall hold the conference at project site or another convenient location. DESIGN-BUILDER shall conduct the meeting to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of LAWA, DESIGN-BUILDER and its consultants, superintendent; major sub-DESIGN-BUILDERS; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.

- c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for requests for interpretations (RFIs).
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the construction documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises and protection of existing building.
 - m. Work restrictions.
 - n. LAWA's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.
4. Minutes: Meeting minutes shall be recorded by the DESIGN-BUILDER and shall be distributed no later than 3 business days after such meeting is held.

G. Progress Meetings & Reports:

- 1. LAWA shall conduct progress meetings at weekly intervals. The objective of these meetings is to review and monitor progress, procedures, issues, schedules, and other concerns of the project throughout the construction phase. These meetings will be held on a weekly basis at the site with representatives of the DESIGN-BUILDER, LAWA, and others as appropriate. LAWA will prepare and distribute the agenda and meeting minutes.
- 2. Agenda:
 - a. Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of project.
 - b. DESIGN-BUILDER's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to DESIGN-BUILDER's construction schedule. Determine how construction behind schedule will be expedited so as to recapture the required schedule; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the

Contract Time.

- c. Review schedule for next period.
- d. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for information (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
- 3. Schedule Updating: DESIGN-BUILDER shall revise DESIGN-BUILDER's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- 4. Weekly Report: Submit in accordance with the following –

Date:

WEEKLY JOB STATUS REPORT

			CREWS	TOTAL
MAN COUNT				

Core Staff

Operations, Safety, QC

NEW HIRE (first week)

Names			
Classification			

RETIRING (last week)			
Name		Project Engineer	
Classification			
Name		Superintendent	
Classification			
Name		QC Inspector	
Classification			

TRANSFER			
Names			
Classification from			
Classification to			

SAFETY	WEEK	JOB TO DATE
WORK HOURS		
INCIDENTS		
LOST TIME INJURY		
RECORDABLE		
FIRST AIDS		
NEAR MISS		

QUALITY	OPEN	CLOSED
RFI		
SUBMITTAL		

Milestone accomplishments
(narrative):

H. Coordination Meetings:

1. DESIGN-BUILDER shall conduct project coordination meetings when coordination with separate subcontractors or LAWA is required. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
2. Attendees: In addition to representatives of LAWA, each separate DESIGN-BUILDER,

supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with project and authorized to conclude matters relating to the Work

3. Agenda:

- a. Review and correct or approve minutes of the previous coordination meeting, if any. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - b. Combined DESIGN-BUILDER's Construction Schedule: DESIGN-BUILDER shall review schedule against separate sub-DESIGN-BUILDER's schedules. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to DESIGN-BUILDER's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
 - c. Schedule Updating: DESIGN-BUILDER shall revise DESIGN-BUILDER's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - d. DESIGN-BUILDER shall review present and future needs of each DESIGN-BUILDER present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
4. Reporting: DESIGN-BUILDER shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting. Meeting minutes shall be distributed no later than 3 business days after such meeting is held.

8. COORDINATION WITH WORK UNDER SEPARATE CONTRACTS

A. General:

1. DESIGN-BUILDER shall cooperate and coordinate with LAWA's other DESIGN-BUILDERS and contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this contract.
 - a. At the DESIGN-BUILDER's request, LAWA will provide the scope of its separately contracted work to enable the DESIGN-BUILDER to coordinate the work of this contract with work of LAWA's other DESIGN-BUILDERS and contractors.
 - b. The DESIGN-BUILDER shall coordinate construction operations that are mutually dependent for proper installation, connection, and operation, to ensure the efficient and orderly installation of the Work.
 - c. DESIGN-BUILDER shall schedule installation operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - d. DESIGN-BUILDER shall coordinate installation of components to ensure maximum accessibility for required maintenance, service, and repair.
 - e. DESIGN-BUILDER shall make provisions to accommodate items scheduled for later installation.
 - f. Where necessary, prepare memoranda for distribution to each entity involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

B. Administrative Procedures:

1. DESIGN-BUILDER shall coordinate scheduling and timing of required administrative procedures with activities of other contracts to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
 - a. Preparation of schedules.
 - b. Delivery and processing of coordination submittals.
 - c. Progress meetings.
 - d. Project closeout activities.
2. Installation Coordination:
 - a. Coordinate with the activities of other DESIGN-BUILDERS to ensure efficient and orderly installation, connection, and operation.
 - b. Coordinate loading dock and elevator usage with LAWA.
 - c. Coordinate staging area with LAWA.
 - d. Coordinate connection of building utilities as required.

C. Pre-installation Conferences:

1. DESIGN-BUILDER shall conduct pre-installation conferences at the project site before each installation activity that requires coordination. Parties involved in, or affected by, installation shall attend meeting. Advise LAWA of scheduled meeting dates 14 days prior to the meeting.
2. DESIGN-BUILDER shall review progress of other work and preparation for installation,

including possible conflicts, time schedules, space and access limitations, and acceptability of substrates.

3. DESIGN-BUILDER shall record meeting minutes and distribute within 3 days of the meeting.

D. Coordination

The DESIGN-BUILDER shall coordinate and be aware of projects that are occurring in the vicinity of the ATMP Landside Improvements Project that will interface with its work. Construction logistics as well as sharing of haul routes and equipment movements within the affected areas will need to be coordinated with LAWA and other contractors. The DESIGN-BUILDER shall make itself aware of the status and progress of these projects and coordinate interface requirements.

Related Projects, but not limited to:

	Description	Start	Finish
1.	ATMP Project – Concourse 0	Q2 2023	Q3 2028
2.	ATMP Project – Terminal 9	Q2 2024	Q3 2028
3.	ATMP Project – Airfield Improvements	Q1 2023	Q4 2025

Additional Projects Consideration(s) that require additional coordination:

1. **Demolition of Existing Roadways**
Sky Way, Vicksburg Ave, 96th St, Alverstone Dr, Sepulveda Ramps & Bridges, etc.
2. **Demolition of Existing Facilities**
APD Building, APD Trailers, Billboards, LAX-it, Park One, SAAP 3, Utilities, Miscellaneous Fences & Gates, etc.
3. **New Passenger Drop-off / Pickup Areas**
aka Rotaries @ ITF West, ITF East, CONRAC, etc.
4. **New Terminal 9 Circulation Roads**
Roadways to and from T9 at Jetway Blvd and Century Blvd with CTA connection
5. **Reconfiguration of LAX Gateway**
Pylons & Signage, Landscaping, Lighting, Exterior Architecture, etc.
6. **Temporary Improvements to Enable Construction Phasing**
Temporary Roadways, Detours, etc. as required for MOT
7. **Additional Roadway Improvements**
Airport Blvd Widening (Phases 1 & 2)
93rd St Sidewalk Improvements
Arbor Vitae Striping for 3rd lane
Westchester Parkway Improvements
96th St. Cul-De-Sac and Street Improvements
Westchester Parkway & Jetway Intersection Improvements
Century Blvd Widening & Multi-Use Path
98th Street Widening
98th Street Improvements
98th Street Restripe
96th St Sidewalk Improvements
Alley Reconstruction around Lot 10 (Belford Ave))
New Tuskegee Way

111th St Widening

END OF SECTION PR 02 PROJECT MANAGEMENT AND COORDINATION

PR-03 TRAFFIC COORDINATION, CONSTRUCTION AREA ACCESS, AND SECURITY

1. GENERAL

DESIGN-BUILDER shall conduct all operations in a manner that will cause no interference with the normal operation of the airport.

2. PUBLIC CONVENIENCE AND SAFETY

2.01 Traffic and Access

- A. DESIGN-BUILDER shall comply with requirements set forth in the environmental mitigation and special construction requirements PR 18.
- B. DESIGN-BUILDER shall conduct all operations in a manner that will cause no interference with normal operation of the Airport. In all operations DESIGN-BUILDER shall be governed by the regulations and rules of LAWA, comply with FAA AC No. 150/5370-2F, Operational Safety on Airports during construction, and shall cooperate fully with LAWA and Airport Manager. All temporary blockages for the movement of construction materials or equipment shall be coordinated with and approved by LAWA, DOT, AHJ at least forty-eight (48) hours in advance of any closure.
- C. DESIGN-BUILDER shall
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of LAWA.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- D. DESIGN-BUILDER shall provide their Traffic Management Plan (TMP), including the location and types of signs to be used, at least 30 days prior to installation of the signs. Thereafter, and not later than fifteen (15) days prior to subsequent changes required by LAWA for said circulation, sign locations and types, DESIGN-BUILDER shall submit revised Plans to LAWA.
 - 1. For LAWA governed facilities: At least thirty (30) days prior to any requested closure of a LAWA roadway or facility, DESIGN-BUILDER shall submit an Area Shutdown Request (ASR) for LAWA's review and approval. DESIGN-BUILDER shall not begin implementation of any closure prior to receiving LAWA's written approval of the ASR.
 - a. For Federal Aviation Administration (FAA) governed facilities: At least thirty (30) days prior to any requested access to AOA (Air Operations Area), DESIGN-BUILDER shall coordinate through the CALM (Coordination and Logistics Management) team for LAWA's review and approval. DESIGN-BUILDER will not be granted access to any AOA prior to receiving LAWA's written approval.
 - 2. For LAWA governed facilities: At least thirty (30) days prior to any requested closure of a LAWA roadway, site or facility, the DESIGN-BUILDER shall submit a LAWA Impact

- Request (LIR) for LAWA's review and approval. The DESIGN-BUILDER shall not begin implementation of any closure prior to receiving LAWA's written approval of the LIR.
3. For the City of Los Angeles governed facilities: DESIGN-BUILDER shall obtain all approvals and permits required by the city and submit documentation of these approvals to LAWA a minimum of ten (10) days prior to start of construction.
 4. For the Caltrans governed facilities: DESIGN-BUILDER shall obtain all approvals and permits required by Caltrans and submit documentation of these approvals to LAWA a minimum of ten (10) days prior to start of construction. The DESIGN-BUILDER shall submit a LIR (LIR) for LAWA's review and approval a minimum of thirty (30) days prior to start of construction.
 5. For the City of Inglewood governed facilities: DESIGN-BUILDER shall obtain all approvals and permits required by the city and submit documentation of these approvals to LAWA a minimum of ten (10) days prior to start of construction.
- E. DESIGN-BUILDER shall ensure its sub-DESIGN-BUILDERS, suppliers, etcetera, comply with this section.
1. Within ten (10) Days after the date of the Notice to Proceed for each work package in Phase 2 and before moving vehicles onto the Site, DESIGN-BUILDER shall submit to LAWA the proposed Plan for vehicular and pedestrian traffic circulation, including the location and types of signs to be used. Thereafter, and not later than fifteen (15) days prior to subsequent changes required by LAWA for said circulation, sign locations and types, DESIGN-BUILDER shall submit revised Plans to LAWA.
 2. LAWA ASR Application: At least thirty (30) days prior to any requested closure of LAWA roadway or facility, DESIGN-BUILDER shall submit an ASR and LIR application form. A sample of this form will be provided to DESIGN-BUILDER at the Pre-Construction Meeting.
- F. DESIGN-BUILDER shall provide and install steel plates to bridge any excavation in the public right-of-way. Such bridging shall be in accordance with the provisions of the latest edition of the Work Area Traffic Control Handbook (WATCH), and in addition, shall have a nonskid surface static coefficient of friction of 0.35 per California Test 342 for all steel plates within the traveled roadway of streets and alleys. When required by LAWA, DESIGN-BUILDER shall certify in writing to LAWA that steel plates to be used in the work meet the required static coefficient of friction. Also when required by LAWA, DESIGN-BUILDER shall have steel plates to be used in the Work tested in accordance with the above standards for the verification of required static coefficients of friction. Testing shall be done by an independent laboratory approved by LAWA. DESIGN-BUILDER shall pay for any costs associated with the testing of steel plates.
- G. DESIGN-BUILDER's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work areas, or an AHJ approved detour shall be provided.
- H. Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by LAWA.
- I. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding three hundred (300) feet, shall be maintained

unless otherwise approved by the AHJs.

- J. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, DESIGN-BUILDER shall immediately clear the street and driveways and provide and maintain access.
- K. DESIGN-BUILDER shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.
- L. Grading operations, roadway excavation and fill construction shall be conducted by DESIGN-BUILDER in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.
- M. Unless otherwise authorized, work shall be performed in only one-half of active roadways at one time. Unless otherwise shown, at least one lane shall be kept open and unobstructed until the opposite side is ready for use. If only one-half of a roadway is improved, the other half shall be conditioned and maintained as a detour. Flaggers shall be provided continuously at each end of any single-lane operations.
- N. The DESIGN-BUILDER shall provide a minimum of one (1) dedicated security gate guard at any site access gate used by the DESIGN-BUILDER whenever work is being performed to monitor traffic through the gates. All worksites shall be secured with fencing and gawk screening. All projects sites shall have at least one gate for site access which must be closed except when needed for entry and must be locked when the site is closed.
- O. Adjacent Property Owner and Business Outreach - Design-Builder shall limit and mitigate impacts to adjacent properties and businesses during Construction Work. In the development of the activities specified by the Communication and Public Outreach Plan, Design-Builder shall include construction impact information, specific to impacted properties. Design-Builder shall reach out to all adjacent property owners to understand the impact of the Project on access, deliveries, parking, etc. and included appropriate mitigation for these impacts in the construction planning effort. Design-Builder shall provide signage, promotional materials and other similar efforts.

2.02 TEMPORARY SIGNAGE FOR BARRICADES

- A. DESIGN-BUILDER shall install and maintain all temporary signage and messaging at all construction barricade locations, access gates, work area access points, etc. as long as the barricades are in place to help direct traffic around work areas and to alternate paths of travel.

2.03 CONSTRUCTION FENCING GRAPHICS

- A. Construction Security Fence is required where work is adjacent to and open to the public right of way. This is a LAWA requirement for fences both inside and outside the Central Terminal Area. The DESIGN-BUILDER to provide an approved construction fencing graphic on the fences. The graphic signage material, when used on chain link fences, is to be 8 ounce mesh polyester scrim and coated with PVC. State of California Fire Rating certification and certificate to be provided to LAWA before installation. Each edge shall be hemmed, welded on all sides w/ grommets at 24"centers. No wind slits or flaps are permissible. Provide two

layers of screening material: one layer of printed 70/30 mesh product with 30-35% air-flow over one layer of AHJ approved mesh screen material. The DESIGN-BUILDER to submit, for LAWA review and acceptance, a separate Construction Fencing Graphics Location Exhibit for each project area. DESIGN-BUILDER shall comply with all applicable State, County, and City requirements for the Construction Fencing. See Appendix for "CONSTRUCTION FENCING GRAPHICS" for the LAWA provided 20', 40', and 60' long panel graphic designs. The panels are to be combined to completely cover the length of the fence. For DESIGN-BUILDER proposed security fence graphic banners for security fence materials/ types other than chain link fence; DESIGN-BUILDER follow PR-10 requirements for substitutions.

2.04 ROADWAY AND STREET CLOSURE, DETOURS, BARRICADES

- A. There shall be no closures or detours without the express written permission of the AHJs. DESIGN-BUILDER shall submit ASR and LIR form(s) which may be provided by LAWA at any time, at least thirty (30) days prior to the proposed shutdown time, for all LAWA or City/State roadways and facilities respectively.
- B. DESIGN-BUILDER shall comply with all applicable State, County, and City requirements for closure of streets and roadways. DESIGN-BUILDER shall provide barriers, guards, lights signs, temporary bridges, flag persons, and watch person. DESIGN-BUILDER shall be responsible for compliance with additional public safety requirements which may arise. DESIGN-BUILDER shall furnish and install signs and warning devices and promptly remove them upon completion of the work.
- C. All public street closures on City of Los Angeles facilities shall be approved in advance by the Board of Public Works (it is estimated that this approval process will take about 2 months). All such closures require an LADOT approved traffic control plan. Street work may be limited by Peak Hour Exemption (LAMC 62.61). The BOE (Construction permits) and BSS (Street use permits) have separate approval processes. Once approved DESIGN-BUILDER shall notify at least forty eight (48) hours in advance of closing, partially closing or reopening, any roadway, street, alley, or other public thoroughfare. DESIGN-BUILDER shall also notify the Police, Fire, Operations, Traffic and Engineering Departments, and comply with their requirements. Deviations must first be approved in writing by LAWA.
- D. K Rail barricades, both concrete barriers and water filled plastic barriers, shall be white. Orange water filled barriers are not allowed unless specifically required by an AHJ.
- E. Steel trench plates shall be secured to prevent slipping due to the braking and turning of heavy vehicles.
- F. All approved haul routes and moratoriums shall be observed.

2.05 Noise

- A. DESIGN-BUILDER shall submit and maintain a Noise Variance from the Los Angeles Police Commission for all night time work between the hours of 9:00pm to 7:00am. Special conditions may apply requiring sound monitoring and sound proofing. Limit all saw cutting, jack hammering and similar activities to daytime hours. The Police Commission advise that they require 6 weeks to approve a Noise Variance, schedule applications in accordance.
 1. Maintain on each work site a log of all activities performed under a variance. Include copies of: Copies of all approved variances, copies of extended variances.
 2. Maintain an office log to include but not limited to: A satellite image of the work areas with

each location clearly defined and applicable to each variance. Copies of all applications for variances, Copies of correspondences (include emails) with the Police Commission, Copies of correspondences and or communications with any residence or property owner adjacent Variance listed work areas. A schedule of planned Variance requirements for the next 6 months. A log of noise emission during night time activity.

3. Install sound monitoring adjacent noise sensitive structures. Log background noise including aircraft.

2.06 Sweeping Requirements

1. DESIGN-BUILDER at all times shall sweep and water to maintain on and off-airport haul roads, and airport pavements used for construction operations and haul in accordance with the plans, the requirements of environmental mitigation and special construction requirements PR 18, and other applicable specifications.
2. DESIGN-BUILDER shall staff and maintain a minimum of one (1) operational sweeper trucks and at least one (1) water truck per active project on site at all times during working and non-working hours.

2.07 LIR Program (LIR)

Airfield and Terminal Modernization Project Mitigation Plan

The LAWA Construction Traffic Task Force (LCTTF) was established as a mitigation measure for the Airfield and Terminal Modernization Project (ATMP), through the Mitigation Monitoring and Reporting Program (MMRP).

The objective of the Task Force is to ensure the contractor is meeting contract requirements for coordination and communications prior to any impacts or closure. The Task Force is comprised of primary stakeholders that will attend the regularly scheduled meetings to review that the overall impacts are identified and addressed by the contractor. Additional stakeholders will be added on an as needed basis as identified in the LAWA Construction Traffic Coordination Work Flow. (See Appendix 1.)

The Contractor is responsible for developing a phased plan of the project and providing a 3-week look-ahead schedule per phase. The contractor will complete the LAWA Impact Request Form (LIR) with any associated permits, traffic control plans and coordination efforts for each impact.

CALM LIR Workshops

CALM LIR Workshops are held weekly at the CALM Trailer 4 within the CTA on Wednesdays at 1:00 pm. The workshops provide the proper environment to discuss new LIRs, current status or issues for existing LIRs, coordination between projects and other agencies to mitigate impact to LAWA, permit issues, etc. Attendees include Project Teams, ATMP Project Managers, ATMP Construction Managers, LAWA Communications, LAWA Inspection, LAWA Landside Operations, Logistics, 3rd Party Coordination, and other City Agencies (BOE, LADOT, BSS, BCA Inspectors assigned to ATMP, etc.).

Executive Briefings

Executive Briefings are held monthly, on the last Tuesday via Teams and office location TBD. The intent of this meeting is a high-level overview of LAWA Impact Requests (LIRs) and their cumulative impacts on the public right of ways east of Sepulveda Blvd. Each ATMP project team presents a look ahead of roadway impacts as well as a discussion of other projects (LAWA/LAWDWP/DOT) within the LAWA coordination area.

LAWA Impact Request (LIR)

The Airfield and Terminal Modernization Project (ATMP) will impact public areas, and properties not owned by LAX, such as streets, curbs, sidewalks, and business, etc.

The LAWA Impact Request (LIR) has been developed as a checklist to ensure all logistical coordination with other agencies, and LAX programs. This includes coordination and communication with all stakeholders to identify impacts to LAX operations as well as any public area or business. (See Appendix 2.)

LIR Submittal Process

The completed LIRs are submitted by the LAWA Project Manager to the CALM Group for processing and tracking. Once a submittal is received, it is distributed to the Task Force team to review for any additional coordination and logistical needs. The requests are tracked through the LAWA Shutdown Control Center tracking system.

Projects expected to have a large impact to stakeholders and other projects should plan on submitting a draft package which includes the LIR and a description of traffic lane closures to the CALM Group at least 30 days prior to expected implementation date. Some projects have been introduced at least 3-4 months in advance to allow for coordination and planning.

LIRs are approved prior to project implementation and a complete LIR package should be submitted at least 10 days prior to the expected start date. See Appendix 3 for information related to obtaining various permits through City of Los Angeles Agencies.

LIR Requirements

1. A separate Application is required for each area to be impacted.
2. Complete the application in its entirety and attach any Completed/Approved Required documentation. Incomplete applications may be delayed for processing.
3. This package will describe all details related to the submitted Phasing Plan, Logistical Work Plan, and logistical checklist and will be updated as needed to ensure stakeholders are informed of revisions.
4. The Contractor will submit an overall Phasing Plan with a baseline schedule.
5. Within the task specific phasing plan, the contractor will identify specific tasks, which will function as a sub phase to the overall Phasing Plan and schedule.

6. If a Task Specific Phase has separate logistical needs, the contractor will be required to complete a Logistical Work Plan for each of those Task Specific Phases.
7. The Logistical Work Plan will include the following: Scope and description of work, a Communications Plan, identification of coordination plans with all contractor construction activities in the area, and identification of all permits.

LIR Revisions

An LIR Revision will be submitted when an existing LIR when there is changes to the scope of work or dates are extended. For example – work will now be added to the project in a different location.

LIR Updates

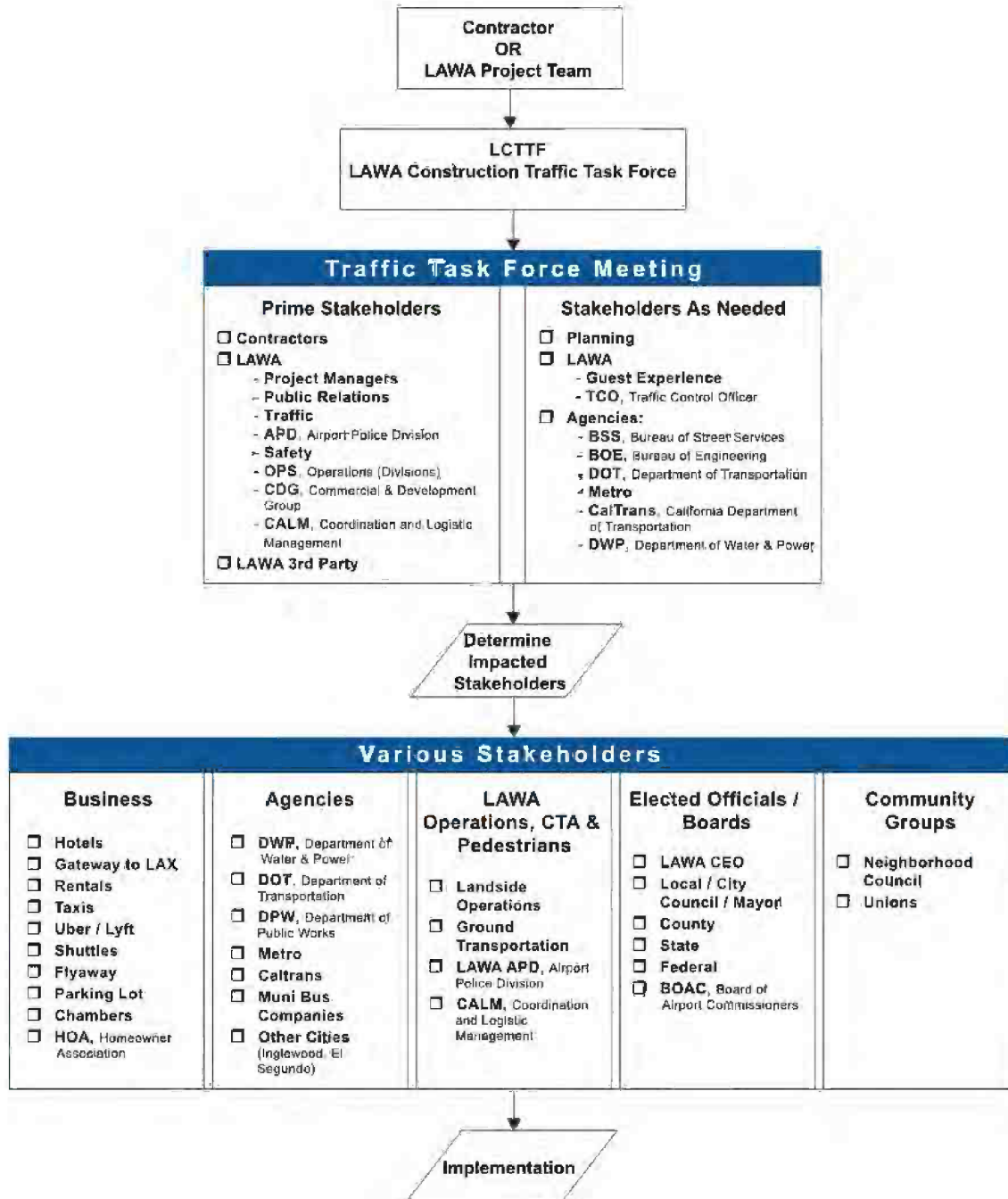
An LIR Update will be disseminated when an existing LIR has additional work, but the scope of work does not change and neither do the dates. For example – night work is added if the schedule to complete the work by the given date, or a new permit is obtained, etc.

Appendix 1

LAWA Construction Traffic Coordination Work Flow



LAWA Construction Traffic Coordination Work Flow



* Submission may require 30 days for sign-off

Appendix 2

LAWA Impact Request Application



LAWA IMPACT REQUEST APPLICATION

Project Name: _____	LAX Project No. _____	Tracking No. _____
Construction Activity: _____	LAWA Project Manager: _____	

The contractor is responsible for contacting the ARCC (424-646-5292) 30 minutes prior to the actual impact and immediately following the restart.

DESCRIPTION
 1. A separate Application is required for each area to be impacted.
 2. Complete the application in its entirety and attach any **Completed / Approved** Required documentation. Incomplete applications may be delayed for processing.
 3. This package will describe all details related to the submitted Phasing Plan, Logistical Work Plan, and logistical checklist and will be updated as needed to ensure stakeholders are informed of revisions.
 4. The Contractor will submit an overall Phasing Plan with a baseline schedule.
 5. Within the task specific phasing plan, the contractor will identify specific tasks, which will function as a sub phase to the overall Phasing Plan and schedule.
 6. If a Task Specific Phase has separate logistical needs, the contractor will be required to complete a Logistical Work Plan for each of those Task Specific Phases.
 7. The Logistical Work Plan will include the following: Scope and description of work, a Communications Plan, identification of coordination plans with all other contractor construction activities in the area, and identification of all permits.

FIELD CONTACT INFORMATION
 Field Contractor: _____
 Primary Field Contact Name: _____ Secondary Field Contact Name: _____
 Phone: _____ Phone: _____
 Email: _____ Email: _____

SHUTDOWN INFORMATION
 Detailed Description of Impacted Area(s): _____

 Impact: Low ☐ Medium ☐ High ☐
START Day: _____ Date: _____ Time: _____ **END** Day: _____ Date: _____ Time: _____
 General Contractor: _____ Contractor Requester's Name: _____
 Phone: _____ Email: _____ Date Submitted: _____

DO NOT WRITE BELOW THIS LINE

This LIR package is found to be complete and accurate as of the signed date.
 Project Manager: _____ Date: _____
 Comments: _____

 Operations Manager: _____ Date: _____
 Comments: _____
 Public Relations Manager: _____ Date: _____
 Comments: _____
 LAWA Construction Traffic Task Force Manager: _____ Date: _____
 Comments: _____
This document is for communication and deliberative purposes ONLY. Signatories of this Document does not relieve the contractor from any contractual obligations or obtaining any permits not identified in this document. This submission may require 30 days for sign-off.



LAWA IMPACT REQUEST APPLICATION

TASK SPECIFIC WORK PLAN				
	Required	N/A	Completed	Notes / Description
A1. Written description of the work to be accomplished within each phase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A2. Schedule of proposed work and daily work hours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A3. Locations for material stockpiling, staging, and haul routes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A4. Define modification and maintenance plan of existing facilities/ infrastructure during construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A5. Temporary signage/way-finding devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A6. Stakeholder impacts and mitigations (Noise, vibration, flaggers, etc.) access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A7. Routing of temporary utilities, lines, and points of connection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A8. Any other applicable unique conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A9. Ingress/egress locations and traffic routes for movement of the contractor's equipment, materials and workers to the work locations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A10. Locate on plans - construction zone accommodation of vehicular traffic including signage, traffic striping, flagging, temporary closures, barricades, and detours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A11. Locate on plans - provisions and plans for worker parking and routes to and from the work area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A12. Identify locations and related work zones for worker/material handling equipment such as cranes, and lifts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A13. Provide emergency vehicle access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A14. Identify security provisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A15. Locate on plans fencing and enclosure provisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A16. Identify on-site parking provisions if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A17. Emergency contacts must be posted on plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



LAWA IMPACT REQUEST APPLICATION

LOGISTICAL CHECKLIST				
COMMUNICATIONS	Required	N/A	Completed	Notes / Description
B1. Community Outreach				
a. Community Meeting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Construction Bulletin - 48 hours notification required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Operations Advisory - 48 hours notification required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Traffic Advisory - 72 hours notification required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B2. Board of Airport Commissioners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B3. Council District(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B4. LA City Council	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B5. Other Elected Officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B6. Communication & coordination with other jurisdictions outside City of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B7. Communication & coordination with other projects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PERMITS FROM AGENCY HAVING JURISDICTION				
B8. 7460 FAA Application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B9. LABOE, Los Angeles Bureau of Engineering				
a. Construction (A) Permits - Minor street construction in the public right-of-way	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Construction (B) Permits - Major street construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Excavation (E) Permits - Excavation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Excavation (U) Permits - Excavation or trenching in the public right-of-way	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e. Revocable (R) Permits - Conditional encroachment of the public right-of-way	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
f. Sewer (S) Permits - Sewer and Storm Drain Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
g. Maintenance Hole Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B10. LADBS, Los Angeles Department of Building and Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B11. LABSS, Los Angeles Bureau of Street Services				
a. Overload Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Newsrack Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Newsstand Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Curb Painting Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e. Tree Root Prune Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
f. Tree Prune Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
g. Tree Removal Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
h. Tree Planting Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
i. House / Object Move Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
j. Material Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B12. LABSL, Los Angeles Bureau of Street Lighting -Temp Street Lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B13. BCA, Bureau of Contract Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B14. Dig Alert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



LAWA IMPACT REQUEST APPLICATION

LOGISTICAL CHECKLIST				
PERMITS FROM AGENCY HAVING JURISDICTION (Continue)	Required	N/A	Completed	Notes / Description
B15. Los Angeles Police Department Night Work Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B16. LADOT, Los Angeles Department of Transportation				
a. Permit Plan Review	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Temporary Traffic Control Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Traffic Control Officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Temp Traffic Signal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B17. Bus Route / Bus Stop Impacts (Metro, LADOT, Culver City, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B18. TCTMC, Transportation Construction Traffic Management Committee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B19. California Department of Transportation, Caltrans				
a. Encroachment Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Caltrans TCOS (COZEEP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B20. Utilities Notification and/or Utilities Termination				
a. DWP, Department of Water and Power	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. SoCalGas, Southern California Gas Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Cable Company Name _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Phone Company Name _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B21. Environmental Permits				
a. Identify the means for dust/dirt/debris mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. SWPPP, Storm Water Pollution Prevention Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. AQMD, Air Quality Management District	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Pipeline Regulatory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B22. U. S. Department of Transportation Pipeline and Hazardous Materials Safety Administration				
a. Hazardous Materials Safety Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Pipeline Safety Permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OTHER				
B23. Trash Pick Up Impacts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B24. Miscellaneous:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Appendix 3

LIR Helpful Information



5/27/2022

Things to keep in mind for LIR approvals:

Peak Hour Exemption – Bureau of Engineering

- **LAMC 62.61 – Peak Hours, Jurisdiction: Board of Public Works, BOE or BSS**
 - “Peak Hour Exemption” is defined as Monday-Friday, 6 am to 9 am and 3:30 pm to 7 pm.
 - City Council District – Proof of concurrence or proof of outreach to them
 - Description of job (location and work being performed), length of job, TCP, and why exemption is needed
 - Exemptions are granted for a period of up to 2 months. Extensions are available. Apply for extension 2 weeks before expiration
- **LAMC 41.40 – Construction Noise, Jurisdiction: Board of Police Commissioners**
 - Monday-Friday: before 7 am and after 9 pm.
 - Saturday: before 8 am and after 6 pm
 - Sunday-All Day

Reference: BOE Special Order 02-0418:

<http://eng2.lacity.org/docs/sporders/2018/SO02-0418.pdf>

City of Los Angeles Holiday Moratorium: Dates are usually published in the 3rd week of September.

http://eng2.lacity.org/holiday_moratorium/

LAX Holiday Moratorium

- Friday Before Thanksgiving – 0600 hours to Monday after Thanksgiving – 0600 hours
- Friday Before Christmas – 0600 hours to January 2nd – 0600 hours
 - Exemption Requests due by November 1st

No Parking - TANSAT

Contract Administration – 10 Day Notification

From the Brown Book Section 7-10.1 - “Traffic and Access” (which supersedes the Green Book specifications):

“At least 10 days before the start of construction, the Contractor shall notify, in writing, abutting property occupants of the proposed construction start date. A copy of said written notification shall be provided to the Inspector for approval before distribution to the occupants of the abutting property.”



Permits, Bids, Insurance, and Business Certification

Engineering Permits:

- [A-Permits](#) - Minor street construction in the public right-of-way
- [B-Permits](#) - Major street construction
- [E-Permits](#) - Excavation
- [R-Permits](#) - Revocable permits to grant conditional encroachment of the public right-of-way by private parties
- [S-Permits](#) - Sewer and Storm Drain Permit
- [U-Permits](#) - Excavation or trenching in public right-of-way
- [Maintenance Hole Permit](#)
- [Permit & Procedure Manual for Department of Public Works, Bureau of Engineering](#)
- [Summary of Permit Fees from Los Angeles Department of Public Works, Bureau of Engineering](#)

Street Services Permits:

- [Overload Permits](#)
- [Building Materials Permits](#)
- [Newsrack Permits](#)
- [Newsstand Permits](#)
- [Street Closure Permits](#)
- [Water Discharge/Fire Test Permit](#)
- [Curb Painting Permits](#)
- [House/Object Move Permits](#)
- [Entrance Canopy Permits](#)
- [Special Events Permits](#)

Sidewalk or Building Materials Permits for (lanes and sidewalk closures) temporary construction activities, please contact Marsha Jackson at Street Services Investigation and Enforcement Division 213-847-6086, marsha.jackson@lacity.org.



4. MINOR STREET CONSTRUCTION – The A-Permit

4.1 A-Permit Description and Purpose

The purpose of the A-Permit is to allow minor street construction in the public right-of-way. The public right-of-way generally consists of street easements that contain City streets, lanes, alleys, parkways, and sidewalks. The public right-of-way also includes public easements and unimproved streets. Construction within the public right-of-way is under the jurisdiction of the Department of Public Works, Bureau of Engineering (BOE).

Minor street construction consists of new driveway installation and repair, sidewalk installation and repair, curb and gutter repair, and installation of streetscape fixtures and street tree wells. It also includes installation of curb drains and street repairs for minor excavations in or near the street. It is further limited to work that will not alter an established flowline of a gutter or alter the existing grade of a sidewalk or street. The A-Permit is the City's process of ensuring that minor street construction meets the City's design and materials specifications and that construction work is properly inspected. The A-Permit process ensures that the applicant is receiving a quality construction product.

City's Authority for the A-Permit Los Angeles Municipal Code (LAMC), Section 62.105, requires a permit be obtained for construction in the public right-of-way.

Department of Transportation

Citywide Temporary Traffic Control

The CTTC Division of the City of Los Angeles Department of Transportation reviews and oversees implementation of short-term (less than 72 hours) Temporary Traffic Control Plans. Our function is to ensure Contractor compliance with Federal and State principles and standards when implementing Temporary Traffic Controls (TTC) on City Right-of-Way. This is intended to provide for the safe and efficient movement of road users through and around TTC zones while reasonably protecting users, workers, and equipment in accordance with the California Manual of Uniform Traffic Control Devices, CAMUTCD, Part 6 (2016). This page provides guidance & information needed to submit Worksite Temporary Traffic Control Plans to the CTTC Division. These items will assist our team in understanding the nature of your work, and help us in providing a quick turnaround time for our review.

Please refer to our TCP Requirement flowchart to determine if a WTCP should be submitted. [Click here to view TCP requirement flowchart](http://basic.cityofla.acsitefactory.com/sites/g/files/wph266/t/TCP%20Decision%20Matrix%202018Feb_1.pdf)
http://basic.cityofla.acsitefactory.com/sites/g/files/wph266/t/TCP%20Decision%20Matrix%202018Feb_1.pdf

Important Note: Visit: <http://eng.lacity.org/permits/tctmc> and click on *TCTMC Streets of Significance Maps* to verify that no part of your Traffic Control set up is located on a Street of Significance within any Metro TCTMC Impact Areas.

If your project falls within TCTMC jurisdiction, please forward a request to eng.tctmc@lacity.org for inclusion to the next available agenda.



Requirements For Temporary Traffic Control Plans Submitted For Review

1. Cover letter on company letterhead, listing contact information, job location, approximate start and duration of work (for each Phase if applicable), City Agency Permit Log #, Company project #, and a brief description of project work. [Click Here for Sample of Cover Letter](#)
2. Construction Plan showing dimensions to property lines or other pertinent reference points. [Click Here for Sample of Construction Plan](#)
3. Copy of appropriate City Agency Permit Application, or Permit if already issued. [Click Here for Sample of Permit Application](#)
4. Worksite Traffic Control Plan (Conceptual) showing the following: [Click Here for Sample of Plan](#)
 - o Existing conditions of the worksite and roadway showing striping, lane widths, intersection & driveway locations, and signalization or Right-of-Way assignment controls. (field verification of existing conditions is required - include photos).
 - o Identify any major businesses and/or entities around the proposed work areas, such as schools, hospitals, stadiums, commercial centers, etc.
 - o Identify appropriate Pages from current WATCH Manual or Typical Applications from current CAMUTCD being implemented.

To initiate a review of your Worksite Traffic Control Plan, (WTCP) please [CLICK HERE](#) and provide ALL required project information listed above.

<https://docs.google.com/a/lacity.org/forms/d/e/1FAIpQLSdUAo3Zv4OF7w3CwruSI0ppeZhHeG91t6m8zPFoSMqE73Xc-w/viewform>

Note: Processing of your request will not begin until ALL of the following documents are submitted to:
ladot.cttc@lacity.org

- 1) Cover letter on Primary Contact Company letterhead
- 2) Copy of BSS/BOE Permit Application
- 3) Copy of Construction/Civil Plan
- 4) Copy of Worksite Traffic Control Plan (WTCP) showing the following:
 - Existing conditions at worksite Field Verified - include Photos
 - Appropriate Page No. from latest WATCH Manual or CAMUTCD
 - Identify major businesses and/or entities around the proposed work area such as schools, hospitals, commercial centers, etc.

Please address subject line of email as follows:

SUBJECT: Primary Contact Company, Job Location, BSS/BOE Permit/Reference Number

2.08 ASR Program (ASR)

Central Terminal Area (CTA) Construction Projects

The Central Terminal Area is managed by LAWA with a particular focus on traffic lane closures and pedestrian impacts. The following items are of vital importance with projects in the Central Terminal Area. Strict adherence to these items is required:

1. Design Review – Fully vetted by all LAWA stakeholders
2. Project must be tracked through the PERT Review Process (see below for details)
3. ASR Submittals (see below for details)
4. Commitment to schedule – projects must start and complete on time due to the space and time constraints in the CTA

Project Evaluation Response Team (PERT) Process

The PERT Process reviews, approves, and monitors lifecycle of Capital and Tenant projects at LAWA Facilities. It is a systematic approach to managing projects with input from all LAWA stakeholders. It protects LAWA assets and facilitates project quality and consistency. The projects are reviewed from Concept through design to construction completion. Contact Steve Shack (Tenant Program Administrator) at 424-646-5249 or sshack@lawa.org with any additional questions.

CALM CTA Roadway Coordination Meetings

CALM CTA Roadway Coordination meetings are held weekly at the CALM Trailer 4 within the CTA on Wednesdays at 9:30am. The coordination meetings provide the proper environment to discuss new ASRs, current status or issues for existing ASRs, coordination between projects and other contractors to mitigate impact to the Central Terminal Area Roadways. Attendees include Project Teams, Project Managers, Construction Managers, LAWA Communications, LAWA Inspection, LAWA Landside Operations, Airport Police, and Logistics. Contact Mark Henry (CALM Area Resident Manager – Roadways) at 424-646-7167 or mhenry@lawa.org with any additional questions.

CALM Pre-ASR Meetings

CALM Pre-ASR meetings are held weekly at the CALM Trailer 4 within the CTA on Wednesdays at 8:30am. This meeting is an opportunity for any Landside project to present ASRs prior to submitting to the Shutdown Control Center. At this meeting, the attendee should bring a draft of the ASR as well as supporting exhibits. Contact Mark Henry (CALM Area Resident Manager – Roadways) at 424-646-7167 or mhenry@lawa.org with any additional questions.

CALM CTA Nightly Huddle Meetings

For nightly coordination purposes, the contractor is required to attend the 11:30pm Nightly Huddle at 651 World Way South, Trailer 4. Contact Debbie Miller (CALM Night Area Resident Manager) at 424-646-6017 or dmiller@lawa.org with any additional questions.

Area Shutdown Requests (ASR)

The Area Shutdown Request (ASR) is a request to shutdown any traffic lane, restriction to public access, elevator/escalator, or restroom located on LAWA property that will cause an operational impact.

The ASR review includes the following:

1. Identify Impacts (Facilities, Stakeholders, Operations)
2. Gather Facts (Time, Duration, Purpose, Contacts)
3. Determine Area
4. Develop Mitigation Plan
5. Review Contractor Work Plan

ASR Submittal Process

The completed ASRs are submitted by the LAWA Project Manager to the Shutdown Control Center for processing and tracking. Once a submittal is received, it is distributed to the LAWA Review team to review for any additional coordination and logistical needs. The requests are tracked through the LAWA Shutdown Control Center tracking system.

To guarantee ASR approval for on-time implementation, projects expected to have a large impact to stakeholders and other projects should plan on submitting a draft package which includes the ASR and a traffic control plan to the Shutdown Control Center at least 30 days prior to expected implementation date. Some projects have been introduced at least 3-4 months in advance to allow for coordination and planning.

ASRs are approved prior to project implementation and a complete ASR package should be submitted at least 30 days prior to the expected start date. In addition, a site walk is typically completed 3 weeks prior to the ASR submittal to give a better understanding to Airport Operations, CALM (Wayfinding and Signage) and the Project Management team of all field conditions.

CALM / ASR Requirements

8. A separate ASR is required for each area to be impacted.
9. Complete the application in its entirety and attach any Completed/Approved Required documentation. Incomplete applications may be delayed for processing.
10. This package shall describe all details related to the submitted Phasing Plan, Logistical Work Plan, and logistical checklist and will be updated as needed to ensure stakeholders are informed of revisions.
11. The Contractor shall submit an overall Phasing Plan with a baseline schedule.
12. Within the task specific phasing plan, the contractor shall identify specific tasks, which will function as a sub phase to the overall Phasing Plan and schedule.
13. If a Task Specific Phase has separate logistical needs, the contractor will be required to complete a Logistical Work Plan for each of those Task Specific Phases.
14. The Logistical Work Plan shall include the following: Scope and description of work, a Communications Plan, identification of coordination plans with all contractor construction activities in the area, and identification of all permits.

ASR Revisions

An ASR Revision shall be submitted when an existing ASR changes in scope of work or dates are extended. For example – work will now be added to the project in a different location. Date extension requests shall be sent to the SCC at least one week prior to ASR expiration date.

ASR Updates

An ASR Update shall be disseminated when an existing ASR has additional work, but the scope of work does not change and neither do the dates. Contractor shall submit addendums to the ASR to the SCC for any changes that affect the work area or airport operations. The SCC shall be notified when work is completed.

Barricades and Wayfinding

Utilize blue screened fence panels to secure work areas. Screening at specific locations shall be omitted if it creates an unsafe condition. Barricades shall be maintained in like-new condition for the life of the project.

Construction activity can create very complex navigational challenges for the passenger. Temporary signs may be necessary to safely and efficiently move passengers through the airport environment in affected areas. The primary goal of the temporary signs is to maintain the integrity of the wayfinding system. It is important to have consistency between permanent and temporary signs. Temporary signs will be similar in appearance with the exception of fabrication materials and mounting methods. This process allows the signage system to maintain visual continuity, clear messaging, and a sense of permanence thus instilling confidence in the passengers as they find their way through the airport. The PDG Sign Shop will design and produce all temporary wayfinding signage necessary during construction and/or as a result of construction as an interim solution to a forthcoming permanent plan. The project is responsible for cost of design and production. Contact Angela Flores (CALM Sign Shop Manager) at 424-646-7086 or aflores@lawa.org with any additional questions. Temporary Barricade and Signage standards can be found in the Design and Construction Handbook as well.

Additional Information

Typical CTA Work Hours: 12am-8am (subject to change related to Airport Operational issues)

LAX Holiday Moratorium (dates subject to change year to year – below is example)

- Thanksgiving: Friday before Thanksgiving (0600) through Monday after Thanksgiving (2100)
- Christmas/New Year's: Friday before Christmas (0600) through January 2nd (2100)
- ASR Deadline is November 1st to Shutdown Control Center

Water Filled barricades shall be white in color.

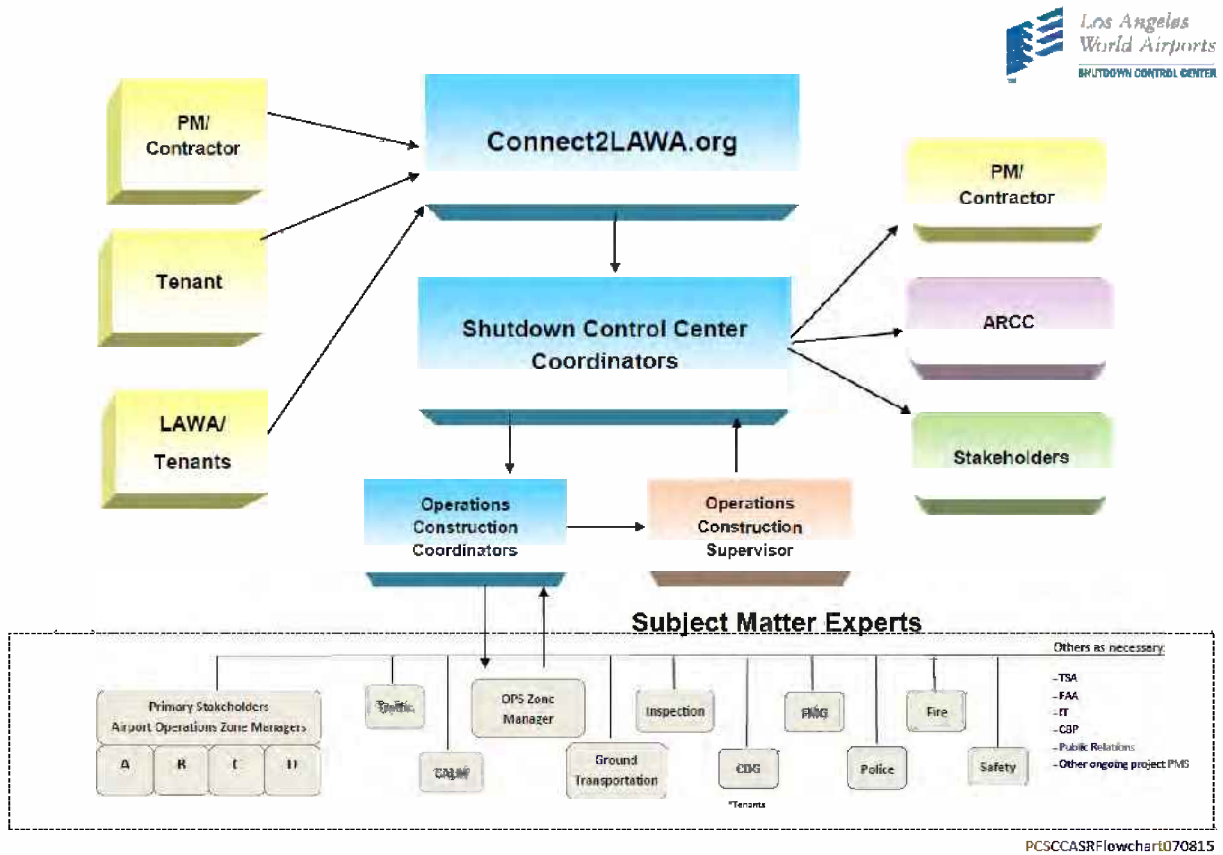
ADA compliant pedestrian paths shall be maintained at all times. Flagmen shall be provided to assist guests around work areas when work is taking place and/or it creates an unsafe condition to the guest along the designated path.

Only LAWA approved signage may be posted. No advertising allowed, including contractor branding.

Appendix 1

Area Shutdown Requests Work Flow

Area Shutdown Request (ASR) Flowchart



Appendix 2

Area Shutdown Request Application



AREA SHUTDOWN REQUEST Application

LAX Project No. _____ Contractor _____ LAWLA
Tracking # _____ Tracking # _____
Construction Project: _____ LAWLA
Project Manager: _____

In Case of Emergency call 310-646-7911 at LAX

1. An application must be received 30 days prior to the area shutdown time - NO EXCEPTIONS
2. A separate application is required for each area to be shutdown. A USR may be required to coincide with the ASR if it impacts Airport Operation. Submit both applications at the same time for processing.
3. Complete the application in its entirety and attach any backup documentation. Incomplete applications may be delayed for processing.
4. The Contractor is **RESPONSIBLE FOR CONTACTING** the ARCC (Airport Response Coordination Center), 30 minutes prior and upon completion. (ARCC) 424-646-LAWA (5292), at prompt enter #4-shutdown, #1-shutdown. NOTE: Unexpected work that may delay restore time shall be reported immediately to the ARCC.
5. Shutdown times may change without notice due to airport operational priorities.
6. Requests received on Saturday and Sunday or after 1:00 p.m. Monday through Friday will be marked as RECEIVED on the following business day.

SHUTDOWN TIMES MAY CHANGE WITHOUT NOTICE DUE TO AIRPORT OPERATIONAL PRIORITIES

(Select all affected areas per task)

☐ Traffic Flow ☐ Elevator ☐ Parking Structure ☐ AOA ☐ Crane Pick
☐ Sidewalk ☐ Escalator ☐ Customer Flow ☐ CUP* ☐ Other _____

Operational Zone:

☐ A (T1 - T3) ☐ B (TBIT) ☐ C (T4 - T8) ☐ D (Roadway & Parking Structure) ☐ E (AOA)

Affected Buildings/Systems: _____

Purpose: _____

Airfield: _____ Terminal: _____ Floor/Level: _____ Landside: _____
(Roadways and Parking Structures)

FIELD CONTACT INFORMATION:

Contractor: _____ Contact Name: _____

Phone: _____ Email: _____

SHUTDOWN INFORMATION:

Day: _____ Date: _____ Time: _____

RESTORE INFORMATION:

Day: _____ Date: _____ Time: _____

Comments: _____

General Contractor: _____ Contractor Requestor's Name: _____

Phone: _____ Email: _____ Date Submitted: _____

DO NOT WRITE BELOW THIS LINE, FOR SHUTDOWN CONTROL CENTER USE ONLY

Date Received: _____ ☐ APPROVED

Comments: _____

Shutdown Control Center Manager

Date: _____



AREA SHUTDOWN REQUEST Impact Analysis

Contract No. _____ Contractor ASR Tracking # _____ LAWASR Tracking # _____
Project: _____

Area to be Shutdown / Specific Location

Impact of Work on Systems/Equipment/Stakeholders

Proposed Work Plan for Implementing the Shutdown

ATTACH DOCUMENTATION OF FIELD FORENSIC INVESTIGATION, SKETCHES, DIAGRAMS, PHOTOS, AND ADDITIONAL NARRATIVE EXPLANATION AS APPROPRIATE. PROVIDE NAMES OF SPECIFIC STAKEHOLDERS IMPACTED.



AREA SHUTDOWN REQUEST Impact Analysis Checklist - 1 of 2

Contract No. _____ Contractor ASR Tracking # _____ - _____ LAWA ASR Tracking # _____ - _____
Construction Project: _____

Utility to be shutdown: _____ Location: _____

☐ Field Forensic Investigations and Documentation Complete Date: _____

NOTE: CONTRACTOR IS REQUIRED TO COMPLETE AND DOCUMENT FIELD FORENSIC INVESTIGATIONS TO VERIFY AS-BUILT CONDITIONS

Impacted Facilities			
	Yes	No	Description
Terminal	<input type="checkbox"/>	<input type="checkbox"/>	
Parking Structure	<input type="checkbox"/>	<input type="checkbox"/>	
Other Buildings	<input type="checkbox"/>	<input type="checkbox"/>	
Roads	<input type="checkbox"/>	<input type="checkbox"/>	
Airfield	<input type="checkbox"/>	<input type="checkbox"/>	
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	

Impacted Parties			
	Yes	No	Description
Airlines	<input type="checkbox"/>	<input type="checkbox"/>	
Concessions	<input type="checkbox"/>	<input type="checkbox"/>	
Passengers	<input type="checkbox"/>	<input type="checkbox"/>	
Other Contractors	<input type="checkbox"/>	<input type="checkbox"/>	
FAA	<input type="checkbox"/>	<input type="checkbox"/>	
LAWA	<input type="checkbox"/>	<input type="checkbox"/>	
TSA	<input type="checkbox"/>	<input type="checkbox"/>	
Others (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	

Impacted Operations			
	Yes	No	Description
Traffic	<input type="checkbox"/>	<input type="checkbox"/>	
Pedestrian Flow - Stairs, Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	
Area Access	<input type="checkbox"/>	<input type="checkbox"/>	
Restrooms	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	



AREA SHUTDOWN REQUEST Impact Analysis Checklist - 2 of 2

Impacted Operations (Continued)			
	Yes	No	Description
Baggage Handling	<input type="checkbox"/>	<input type="checkbox"/>	
Gates	<input type="checkbox"/>	<input type="checkbox"/>	
Elevator	<input type="checkbox"/>	<input type="checkbox"/>	
Escalator	<input type="checkbox"/>	<input type="checkbox"/>	
Parking Lots and Structures	<input type="checkbox"/>	<input type="checkbox"/>	

Work Plan Requirement			
	Yes	No	Description
Security	<input type="checkbox"/>	<input type="checkbox"/>	
ACAMS	<input type="checkbox"/>	<input type="checkbox"/>	
Police	<input type="checkbox"/>	<input type="checkbox"/>	
Traffic Control	<input type="checkbox"/>	<input type="checkbox"/>	
Barricades	<input type="checkbox"/>	<input type="checkbox"/>	
Temporary Signage	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	hhhh

Comments:
hhhh

2.09 AOA Access Process

AOA / Post Access Process

The LAX Development Program is experiencing an unprecedented amount of construction over the next few years. This construction activity will put a high amount of stress on the AOA Access points for construction and will necessitate the need to coordinate and plan all future construction activities with regards to access to the AOA (Air Operations Area). AOA Access for all projects must be coordinated through the CALM (Coordination and Logistics Management) team.

Post Access Coordination (PAC) Meeting

All project teams must attend the Post Access Coordination (PAC) meeting held weekly in order to obtain access to the Airfield at LAX. All projects must submit a 30/60/90 day lookahead delivery schedule in conjunction with attendance at the PAC meeting. All contractors must provide daily deployments of major trucking activities that will impact the adjacent roadways. The meeting is held every Monday at 10:30am at Trailer 5 Conference Room at 8100 Westchester Parkway. For additional information, please contact Kwok Su, Secured Access Manager (CALM) at ksu@lawa.org or 424-646-7155.

Construction Posts

There are only 2 posts available for construction. See below for details.



- Post 23 This post is open 24 hours a day – 7 days a week. Post 23 is located at 8100 Westchester Parkway, Los Angeles, CA 90045
 - Lanes 1-2 (Heavy Deliveries), Lanes 3-5 (All Other Vehicles)

- Post 236B The Post will only be open M-F from 5:00AM- 1:30PM and will remain closed Saturday/ Sunday. Post 236B is located at 5579 West 104th Street, Los Angeles, CA 90045.

Mitigation Monitoring and Report Program (MMRP)

- No major construction trucking activities during MMRP hours and must be off the roadway during the hours of 7:00am- 9:00am & 4:30pm- 6:30pm unless a waiver was approved by LAWA PM/CALM/ Environmental. Holidays and Weekends are exempt.
- Trucking should be on approved haul routes only.
- Vehicles are not allowed to idle more than 5 minutes.

Vehicle & Driver Requirements: Visit LAWA RAD Program

- Vehicle Requirements: Beacon, Flag, Permanent Company Logo on the sides of the vehicle
- Badging is required: must have Restricted Area Driver (RAD) Icon.
- Escorting: Escort must have Escort Icon.
- One Escort Vehicle per Vehicle being Escorted.
- Do not drive on the Restricted Access Road at any time.
- Equipment to be delivered on truck beds.
- Escorts cannot escort drivers with a badge.
- Vehicle drivers without badge will need to know escort's name and company before entering the AOA.

END OF PR-03 TRAFFIC COORDINATION, AIRFIELD ACCESS, AND SECURITY

PR-04 SCHEDULING OF THE WORK

1 GENERAL

- A. The DESIGN-BUILDER shall plan and schedule the project and report progress to LAWA. The scheduling of the project shall be provided using a combination of the critical path method to track the project at the milestone level the Last Planner® System. LAWA's acceptance of any schedule, whether preliminary, baseline, update or revised, does not modify the contract or constitute endorsement or validation by LAWA of the DESIGN-BUILDER's logic, activity durations or assumptions in creating the schedule. By accepting the schedule, LAWA does not guaranty that the project can be performed or completed as scheduled.
- B. Schedules shall represent a practical plan to design, procure, construct and complete the work within the work completion time and shall convey the DESIGN-BUILDER's intent in the manner of prosecution and progress of the Work. Milestone schedules shall represent hard dates for major project milestones that will guide the DESIGN-BUILDER's Last Planner® teams in their phase planning and weekly work planning sessions. LAWA understands that the phase plans and weekly work plans are fluid and change weekly to most efficiently execute the project and will work collaboratively with the DESIGN-BUILDER to complete the Project as scheduled.
- C. Schedules shall be created using scheduling software appropriate for the work, subject to acceptance or approval by LAWA as described herein. The submittal of schedules shall be understood to be the DESIGN-BUILDER's representation that the schedule meets the requirements of the contract documents and that the work will be executed in the sequence and duration indicated in the schedule.

2 REQUIREMENTS

A. General Schedule Requirements

- 1. The DESIGN-BUILDER shall be responsible for planning the design and construction of the project and must consider the work to be performed, the contract time, the resources available, vendors, subcontractors, external constraints and all other factors affecting the successful completion of the work. The DESIGN-BUILDER shall plan and schedule the project and report progress.
- 2. Schedules shall be consistent with the time and work requirements of the contract. DESIGN-BUILDER shall execute the work in the sequence indicated on the current approved schedule and shall provide appropriate updates to the Make-Ready Plan to permit LAWA and other stakeholders to coordinate and schedule its resources, inspections, consultants, and any other work accordingly. LAWA may in its discretion require that the schedule plan design and construction activities over the entire work completion time. The DESIGN-BUILDER shall have no claims if LAWA disallows the DESIGN-BUILDER from finishing early.
- 3. The DESIGN-BUILDER shall involve and coordinate with all designers, trade contractors, third parties, stakeholders and material suppliers in the development and updating of schedules, phase plans and weekly work plans.
- 4. Review, acceptance or approval of schedules by LAWA shall not waive any contract requirements and shall not relieve the DESIGN-BUILDER of any obligation or responsibility for submitting complete and accurate information.

5. If after a schedule has been accepted or approved by LAWA, either the DESIGN-BUILDER or LAWA discovers that any aspect of the schedule has an error or omission, DESIGN-BUILDER shall correct it on the next progress schedule.
6. Errors or omissions on schedules shall not relieve the DESIGN-BUILDER from finishing all work within the work completion time.
7. The DESIGN-BUILDER shall adjust, add to, or clarify any portion of a schedule which LAWA determines to be insufficient for monitoring the work or to be impractical for any reason.
8. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic constraints and extended activity durations will be cause for rejection of schedule submittal.
9. The scheduling method to be used for the project schedule shall be the Critical Path Method (CPM) in the form of an activity on node Precedence Diagram Network (PDN) with capabilities of identifying the longest path/critical path and controlling operation. The principles and definitions of the terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication "Construction Planning and Scheduling," latest edition. To the extent there are any conflicts between the AGC publication and the contract documents, the contract documents shall govern.
10. The schedule shall include activities, regardless of responsibility, that directly or indirectly relate to or have influence over planning and executing the scope of work in strict accordance with the contract documents, and shall include but not be limited to all design and preconstruction activities, procurement, allowances defined in PR-05, the DESIGN-BUILDER's submittals and their forecast approval dates, fabrication, shipment and deliveries of material and equipment (by the DESIGN-BUILDER and by others), and all on-site activities including construction, safety activities, phasing activities, quality control/quality assurance inspections, commissioning and as-built models and drawings.
11. The DESIGN-BUILDER shall use the agreed-upon version of Primavera Project Management (P6 or later) for Windows, and a hardware system commensurate with the size of the project. This shall be referred to as the scheduling system. The system shall be capable of handling, processing, printing, and plotting data to satisfy all requirements of these contract documents. The DESIGN-BUILDER shall maintain the scheduling system, the schedule, and the scheduling staff on Site. The DESIGN-BUILDER shall keep the scheduling software maintenance agreement current for the project scheduling software over the life of the contract. All schedules submitted by the DESIGN-BUILDER or its subcontractors or suppliers of any tier shall be in ".xer" format.
12. The DESIGN-BUILDER may utilize an electronic tool, such as vPlanner, in conjunction with LPS, however this does not relieve the DESIGN-BUILDER from performing regular phase planning, weekly work planning and daily check-ins in person with the last planners.
13. It is expressly understood and agreed that the time of the beginning, the rate of progress, the interim contract milestones, and the time of the completion of the work are of the essence to this contract. The work shall be executed with such progress as required to prevent any delay to collateral work on the project site and the general completion of the contract.
 - a. The DESIGN-BUILDER has a contractual duty to take reasonable remedial action in the schedule, in the most economical manner, to mitigate any and all delays to any milestone or the completion date.

- b. In all cases, when it is possible for the DESIGN-BUILDER to eliminate the time impact of a delay without added cost to itself, the DESIGN-BUILDER shall do so and shall not be entitled for a time extension under such circumstances.
 - c. The schedule shall be prepared to include the completion date for the total contract time and the longest path/critical path shall be identified, including critical paths for interim milestone dates. Scheduled start or completion dates for activities imposed on the schedule by the DESIGN-BUILDER shall be consistent with the contract milestone dates. Milestone events shall be the schedule dates specified in the contract and shall be prominently identified and connected to the appropriate element of the work, denoting its start or completion.
14. LAWA will review and return the DESIGN-BUILDER's schedule submittal and deliverables with a written response according to the following timeframes from the date of receipt from the DESIGN-BUILDER:
- a. Baseline schedule within fifteen (15) days or more as may be needed depending on the complexity of the submittal;
 - b. Monthly schedule update within fifteen (15) days or more as may be needed depending on the complexity of the submittal.
15. If the DESIGN-BUILDER does not agree with LAWA's comments, the DESIGN-BUILDER shall provide an itemized written notice of disagreement within five (5) days from the receipt of LAWA's comments. Resolution of any of LAWA's comments with which the DESIGN-BUILDER disagrees will occur in a meeting held for that purpose.

B. DESIGN-BUILDER's Project Scheduler

- 1. The project scheduler is required to attend all meetings pertaining to scheduling and progress of the work, including weekly progress meetings and weekly work plan meetings. The project scheduler shall be available full time and be available for any schedule related meeting at the request of LAWA. Failure to be available full time will constitute reason for termination of the project scheduler. If the project scheduler leaves the employ of the DESIGN-BUILDER, the DESIGN-BUILDER is required to fulfill the requirements of this subsection within thirty (30) days of the departure of the DESIGN-BUILDER's project scheduler.
- 2. The project scheduler is required to be completely familiar with the contract and have first-hand knowledge of the work from on-site periodic job walks and shall attend all meetings pertaining to scheduling and progress of work, including weekly jobsite meeting as requested by LAWA.
- 3. The project scheduler shall be required to fully understand the LPS and lead efforts to implement integrate LPS with the CPM requirements outlined herein. The project scheduler shall attend and facilitate (as assigned), meetings regarding the workflow schedule, phase planning, make-ready planning and weekly work planning.
- 4. The number of schedulers required for timely completion of schedule deliverables will be determined by the DESIGN-BUILDER. Any additional schedulers needed shall be hired by the DESIGN-BUILDER to ensure all scheduled deliverables are submitted on time

C. Preliminary Schedule Requirements

- 1. The DESIGN-BUILDER shall provide a draft preliminary schedule within 30 days of the NTP for LAWA's review and approval. The preliminary schedule shall include all work activities for the first 180 days of the project. The schedule shall include recommended

milestones and completion dates no later than the specified contract completion time.

2. The DESIGN-BUILDER shall provide an updated preliminary schedule with their Basis of Design (BOD) submittal package, including all work activities and milestones for the entirety of the project. The schedule shall incorporate past feedback from LAWA, and shall include recommended milestones and completion dates no later than the specified contract completion time.
3. At least ten (10) days after the project kickoff meeting, the DESIGN-BUILDER shall schedule a preliminary schedule workshop designed to work collaboratively with LAWA to develop the preliminary schedule. The schedule shall include recommended milestones and completion dates no later than the specified contract completion time. From the preliminary schedule the DESIGN-BUILDER shall extract a milestone schedule, phase pull plan and six week weekly work plan. At the preliminary schedule workshop the DESIGN-BUILDER shall be prepared to discuss any proposed deviations to the staging, phasing or sequencing required by the contract documents.
4. LAWA will use the preliminary schedule to monitor progress until the baseline schedule is accepted. The DESIGN-BUILDER shall prepare and submit a preliminary schedule for the first one hundred twenty (120) days of work in accordance with this requirement and will include a summary Gantt chart for the balance of the work. Activity durations may not exceed fourteen (14) days unless approved by LAWA.
5. At the project kickoff meeting the DESIGN-BUILDER shall be prepared to generally discuss the proposed baseline, milestone and look-ahead schedules as well as the preliminary schedule.
6. LAWA and the DESIGN-BUILDER shall work collaboratively on the preliminary schedule to create an acceptable schedule. LAWA and the DESIGN-BUILDER shall ensure the necessary resources and stakeholders are present to facilitate the work, which shall be completed within fifteen (15) days of the project kickoff meeting. If at that time the schedule is deemed to be unacceptable by LAWA, the DESIGN-BUILDER shall address the reasons for LAWA's determination and resubmit the revised preliminary schedule no more than five (5) days after LAWA's determination. LAWA may withhold progress payments until the DESIGN-BUILDER submits the preliminary schedule.
7. The DESIGN-BUILDER shall provide an updated preliminary schedule on a monthly basis, until a Phase 1 Baseline Schedule is approved by LAWA. The activities on the preliminary schedule shall correlate directly with the Schedule of Values (SOV), from which Progress payments will be based until the baseline schedule is approved.

D. Baseline Schedule Requirements

1. The DESIGN-BUILDER shall submit for LAWA's approval the DESIGN-BUILDER's detailed baseline project schedule. Within sixty (60) days of NTP, the DESIGN-BUILDER shall submit contract compliant baseline project schedule.
2. The DESIGN-BUILDER shall submit a detailed baseline schedule with each associated Project task for review. Upon acceptance, it shall be considered the baseline schedule for future comparison and updated monthly.
3. The activities on the baseline schedule shall correlate directly with the schedule of values (SOV), from which progress payments will be based.
4. The DESIGN-BUILDER shall work collaboratively with LAWA, stakeholders, AHJ, other contractors, suppliers, subcontractors, labor unions and others to develop the baseline schedule activities. The DESIGN-BUILDER shall work collaboratively with LAWA to

establish appropriate milestones that best facilitate the implementation of the Last Planner® System.

5. The DESIGN-BUILDER's baseline project schedule shall show all work and the sequence of all activities needed for the orderly performance and completion of all work. The schedule shall reflect the DESIGN-BUILDER's true plans for performing the work. The DESIGN-BUILDER's baseline project schedule shall strictly follow all staging and/or phasing requirements and plans as identified in the contract or developed as part of the project plan. Any schedule showing a project or milestone completion beyond the contract milestones will not be approved.
6. Failure to provide a contract compliant baseline schedule within 60 days of NTP will result in the assessment of liquidated damages in the amount stated in special conditions.
7. The baseline schedule shall take into consideration potential construction delays due to weather. The DESIGN-BUILDER shall confirm in the accompanying narrative that the non-work weather days have been included in the baseline schedule submittal. The application of these non-work or adverse weather days will be as follows below:
 - a. Twenty-eight (28) days shall be allocated to the baseline schedule for every year of the construction contract. These days are to be classified as non-work or adverse weather days. No additional delays for adverse weather will be allowed unless they exceed the twenty-eight (28) Calendar days per year. Any additional non-work or adverse weather days that may occur shall be submitted to LAWA in writing for approval. Adverse weather days shall start from NTP to duration outlined in the special conditions.
 - b. Any unused non-work or adverse weather days at the end of a year or the end of the project will be shown as available float to the interim or substantial completion milestones. If the project is delayed and there remains unused non-work or adverse weather days, these remaining non-work or adverse weather days may be used as needed.
 - c. In order to account for the number of non-work or adverse weather days the following steps must be administered in the baseline schedule submittal. One activity will be added to the baseline schedule and logically placed as a successor to the last activity in the schedule (usually the "project close-out activity"). This activity will have one (1) milestone as its successor called "Final Completion." The activity will be titled "Contract Adverse Weather Days". For contracts in excess of one (1) year, this activity will be twenty-eight (28) calendar days in duration for each calendar year of the Project and will not extend the baseline schedule beyond the contract completion date. The DESIGN-BUILDER will request each day of non-work or adverse weather day in writing to LAWA. The schedule non-work adverse weather activity will be updated so that the number of days requested and approved by LAWA is removed from the remaining duration of the non-work or adverse weather days' activity.
 - d. All approved non-work or adverse weather days are to be granted as excusable and non-compensable and any additional adverse weather delay beyond the allotted 28 days will also be granted as non-compensable.
 - e. To obtain approval for a non-work or adverse weather day the following must be observed and a request shall be submitted in writing to LAWA supporting this observance for the request:

Should the DESIGN-BUILDER prepare to begin work at the regular starting time

of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the DESIGN-BUILDER does not proceed with at least seventy-five percent (75%) of the normal labor and equipment force engaged in the current controlling operation or operations for at least sixty percent (60%) of the total daily time being currently spent on the controlling operation or operations, the DESIGN-BUILDER will not be charged for a working day whether or not conditions should change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations.

8. Baseline Schedule Narrative

- a. The DESIGN-BUILDER shall provide a written narrative accompanying the electronic version of the DESIGN-BUILDER's baseline project schedule submission. It shall also include a clear description of the longest path/critical path activities from beginning to end and describe anticipated crew sizes, production rates, equipment requirements and anticipated problems of major activities along the critical path. The development of the schedule narrative should be a collaborative discussion with the entire project team including LAWA and stakeholders.
 - b. The narrative shall explain the overall plan to complete the project, including how the DESIGN-BUILDER plans to physically move through the project site and intends to manage batch size in certain areas to help optimize trade efficiency as well as where the work will begin and how the work and labor will move through the project. The narrative should clearly describe how simultaneous activities will be performed.
 - c. In the written narrative, the DESIGN-BUILDER shall include the basis and assumptions (including activity duration basis), longest path/critical path analysis, historic project comparisons, productivity and installation rates, used to develop the project schedule. The DESIGN-BUILDER shall include management staffing, non-manual and manual labor for design, engineering, preconstruction activities and construction, construction crew sizes, equipment requirements, and anticipated delivery dates; constraints; critical path activities; activities requiring overtime or additional shifts; holidays and other non-work calendar days; potential problem areas; permits; coordination required with LAWA and third party agencies; and long lead delivery items requiring more than thirty (30) days from order to delivery.
 - d. A report of activities, showing the early and late start and finishes, duration, total float responsibility code, and predecessor and successor relationship, sorted by early start. Show dependencies and logic between activities so that the effect of progress (or lack of progress) on related activities and the overall schedule can be monitored.
 - e. Non-manual labor staffing plan by department/position showing start and finish date (month and year) and number of each position per month. Include histograms showing staffing (incremental by month and cumulative) over the life of the contract in terms of both headcount and job hours.
 - f. Manual labor staffing plan by craft (including Subcontractors) showing start and finish dates (month and year) and number of crafts per month. Include histograms showing staffing (incremental by month and cumulative) over the life of the contract in terms of both headcount and job hours.
9. The DESIGN-BUILDER shall develop the baseline schedule to the appropriate milestone and interim milestone level of detail to allow for satisfactory weekly work planning and

execution in conjunction with the Last Planner® System. Failure to develop the baseline schedule to an appropriate level of detail will result in its disapproval.

10. Activity durations shall be the total number of days required to perform that activity. The overall activity duration will be determined by the type of calendar applied to the activity. The activities included in the DESIGN-BUILDER's baseline project schedule shall be analyzed in detail to determine activity time durations in units of calendar days. Durations shall be based on anticipated production rates for design and preconstruction activities, labor (crafts), equipment and materials required to perform each activity on a normal workday basis.
11. The first activity in the baseline schedule shall represent the NTP as a milestone and the data date of the baseline schedule shall be the contract "Notice to Proceed" date.
12. Include at least one (1) predecessor and one (1) successor for each activity excluding the project start and finish milestones.
13. Define one calendar to include the following twelve (12) holidays: New Year's Day, Martin Luther King Day, President's Day, César Chávez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. No activity impacting airport operations shall be performed on these days without written approval by LAWA.
14. The baseline schedule shall not contain negative total float or negative lag for any activity.
15. The critical path and number of critical activities shall be no more than thirty percent (30%) of the total activities in the DESIGN-BUILDER's baseline project schedule.
16. The project's critical path, for the purpose of acceptance of all schedule submittals shall be determined by the longest path analysis.
17. All durations shall be the result of definitive labor and resource planning by the DESIGN-BUILDER to perform the work according to the contract documents. The labor to be assigned by discipline, craft, definition, equipment, and bid item designation shall be shown for each construction activity for the network on a tabular listing. All disciplines or crafts necessary to execute an activity must be shown. No more than one (1) subcontractor may be assigned to a specific activity. If more disciplines or crafts are required, then the activity in question must be broken down into additional activities.
18. Retained logic shall be the method of calculation and the "Retained Logic" setting shall be used.
19. All activity names shall be clearly and uniquely named with a description of work readily identifiable to inspection staff. Each Activity shall have a narrative description consisting at a minimum of one verb or work function (i.e. Submit, form, place, excavate, review, approve, cure, etc.), an object (i.e. Design calculations, slab, footing, wall, shop drawing, submittal, girder, etc.) and a location.
20. LAWA reserves the right to require that DESIGN-BUILDER modify, adjust, add to, or clarify any portion of the project baseline or progress schedule which may later be discovered to be insufficient or inaccurate for planning, monitoring or prosecuting the work (Schedule Adjustments). The first of each type of schedule or schedule report submitted by the DESIGN-BUILDER will be reviewed for format, as well as content. Once the format has been approved all subsequent project schedules shall be submitted in the approved format. LAWA may request format changes as the contract progresses. No additional compensation shall be provided for such modifications, adjustments, additions, or clarifications.

21. Lags shall be used at a minimum and shall not exceed ten (10) days in duration. A lag report will identify all lags used in the baseline schedule and a specific reason for its use will be provided for each. If it is determined that an activity or activities may take the place of the lag, LAWA reserves the right to request the activity be used in its place. Failure to do so may constitute grounds for rejection of the baseline.
22. The difference between the early completion date and the work completion Time is considered float. Float time shall not be for the exclusive benefit of either the Owner or the DESIGN-BUILDER. Float shall be a resource available to both parties.
23. Early Completion: The DESIGN-BUILDER may submit a baseline or progress schedule showing an early scheduled completion date provided that the requirements of the contract are met.
 - a. LAWA is not required to accept or approve a schedule with an early completion date.
 - b. DESIGN-BUILDER shall not be entitled to extra compensation in the event an agreement is reached on an early completion date and DESIGN-BUILDER completes the work, regardless of the reason, beyond the early completion date but within the work completion time.
24. A calendar report shall be included with the baseline schedule submittal. All calendars whether workday, seven day, six day, etc. shall have a basis of and eight (8) hour shift unless otherwise needed. Any calendar using more than eight (8) hour shift shall be called out in the calendar report and a narrative explanation provided. The global calendar shall be seven (7) day / twenty-four (24) hour without any holidays or non-work days.
25. In the case where construction crews experience adverse weather the DESIGN-BUILDER shall provide LAWA with a written request notice within one (1) day for any request for time extension associated with adverse weather. Such delays must be clearly indicated by a fifty percent (50%) decrease in the field labor workforce hours on critical path activities on the day in question as indicated by DESIGN-BUILDER's daily reports from the day in question and the scheduled work days prior to the day in question.
 - a. Inclement weather on non-scheduled workdays shall not be granted as weather impact days. If the effects of inclement weather from a non-scheduled work day carry forward to a scheduled work day and impacts the critical path as noted above, then the scheduled work day will be considered impacted by adverse weather.
 - b. All impacts occurring with regard to LAWA approved adverse weather days will be an excusable but non-compensable time extension and may be granted pursuant to the contract documents as non-compensable to the DESIGN-BUILDER.
26. The detailed breakdown of project schedule activities may include:
 - a. Type of Work to be performed, the sequences, and the labor trades involved and LAWA approved WBS.
 - b. All purchase, submittal, submittal review and necessary re-review, manufacturing, test, installation activities for all major materials and equipment, and a separate list of all major material items or items of equipment for which the DESIGN-BUILDER intends to seek payment prior to installation.
 - c. Preparation, submittal, and approval of shop and/or working drawings, and material samples showing the minimum timeframes for LAWA's review of all submittals, or longer as identified in the contract.
 - d. Resource loading for cost, labor, material, and equipment, including craft labor hours

that add up to the total number of labor hours in the DESIGN-BUILDER's estimate and quantities of materials that reconcile with the "Contract Pricing."

- e. All start up, testing, training, commissioning and assistance required under the Contract. (e.g. Punch list and final clean up).
- f. Identification of any labor, material, or equipment restrictions, as well as any activity requiring unusual shift Work.
- g. No activity shall have a duration of more than fourteen (14) calendar days except non-construction activities such as submittals, submittal reviews, procurement and delivery of materials or equipment, and concrete curing without approval from LAWA.
- h. All construction activities shall be shown in their resource-loaded state to reflect labor, materials and equipment. All durations shall be the result of definitive labor and resource planning by the DESIGN-BUILDER to perform the work according to the contract documents.
- i. Cost-Loading: The schedule is the basis for determining payment during each update period and therefore the amount of each application for payment. The aggregate in-place value of all cost loaded activities must equal the value of the application for payment. The total cost-loading for all activities for a given lump sum item shall equal the total amount listed in the GMP/CGMP or portion thereof. Cost loading must be reasonable and without front-end loading. The DESIGN-BUILDER shall demonstrate reasonableness if requested by LAWA.
- j. All construction activities shall be loaded with all resources and costs required for the prosecution of the activity. These resources shall include labor, materials and equipment with their associated costs. All costs shall be entered as a resource.
- k. Manpower availability shall not be allowed to drive the critical path at the sole discretion of the DESIGN-BUILDER. Manpower limitations must be verifiable in writing by the union's business agent before such resource-driven logic is incorporated into the DESIGN-BUILDER's baseline project schedule.
- l. All major equipment valued over \$100,000 in capital cost to be used shall be identified in the DESIGN-BUILDER's baseline project schedule either as a resource or as a 'Level of Effort' (LOE) activity.
- m. Float or slack time is not for the exclusive use or benefit of LAWA or the DESIGN-BUILDER but is an expiring resource available to all parties as needed to meet the contract completion date.
- n. Pursuant to the float-sharing requirements of the contract, use of float suppression techniques such as preferential sequencing, special lead/lag logic constraints, extended activity times or imposed dates (mandatory Constraints) break the CPM rules and shall be cause for rejection of the DESIGN-BUILDER's Baseline project schedule and any revisions or updates. The use of "Start On or after" or "Start On or before" and "Finish On or after" or "Finish On or before" will be allowed. The use of float time disclosed or implied by the use of alternative float suppression techniques shall be shared as directed by LAWA.
- o. DESIGN-BUILDER shall use base calendars which are appropriate with the work being performed. These should be tied into the requirements, restrictions and moratoriums of airport operations. Multiple calendars are acceptable for the schedule.
- p. The timeframe for third party (e.g. Building and Safety, DWP, FAA, BOE and TSA)

submittal review should be identified in the DESIGN-BUILDER's baseline project schedule. Third party reviews may require additional time and coordination beyond the standard review period allowed for LAWA review. If necessary, additional time will be given to Building and Safety, DWP, FAA and TSA. The DESIGN-BUILDER shall allow sixty (60) days for review by these parties and any party which is not under the control of LAWA. The DESIGN-BUILDER shall be responsible for coordinating with third parties and determining the time required for third party submittal reviews.

27. Submit with the baseline schedule, a statement on subcontractor's letterhead, certifying that subcontractor has reviewed and concurs with the baseline schedule and that subcontractor's related schedule has been reasonably incorporated, including activity duration. Failing to submit such a statement on the subcontractor's letterhead will relieve LAWA of any responsibility or disagreement with regard to the project baseline schedule proposed for or by any subcontractor to the DESIGN-BUILDER.

E. Schedule Activity Codes

1. LAWA has implemented an airport-wide Activity Code Structure. The DESIGN-BUILDER is required to use this structure, which defines codes that uniquely categorize and identify each activity in a project schedule, and group activities in similar categories. The DESIGN-BUILDER shall integrate the activity code structure with LPS to the extent practicable. Within the activity code dictionary, the DESIGN-BUILDER shall classify all activities to a specific airport facility and element.

- a. The first code field shall designate the Airport Facility;

<u>Value</u>	<u>Description</u>	<u>Order</u>
01	Los Angeles International	1
03	Van Nuys	3
04	Palmdale Regional Airport	4

- b. The second code field shall designate the Element in the Airport Facility;

<u>Value</u>	<u>Description</u>	<u>Order</u>
01	Airside	1
02	Terminals	2
03	Landside	3
04	Midfield Satellite Concourse	4
05	LAMP	5

LAWA has defined the following code structure for airside projects. Examples are shown for reference only, as specific code values will vary by project. Coding structure and values will be addressed at the pre-scheduling conference. Final values and descriptions are subject to acceptance by LAWA, prior to their use in any schedule.

- c. The third code field shall identify the specific project;

Examples;

<u>Value</u>	<u>Description</u>
24LRSA	Runway 6R-24L RSA
25LREH	Runway 7R-25L Rehabilitation

- d. The forth code field shall identify the Deliverable;

Examples;

<u>Value</u>	<u>Description</u>
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CM	Contract Milestones
SUB	Submittal
PRO	Procurement

- e. The fifth code field shall identify the construction phase (as per the phasing of work identified in the contract documents). There shall be one (1) "PH" code for every phase and sub-phase.
- f. The sixth code field shall identify specific work class at the airport facility (the following are shown for reference only. The DESIGN-BUILDER shall provide final classifications after examination of contract documents. The values and descriptions are subject to final acceptance of LAWA;

Examples;

<u>Value</u>	<u>Descriptions</u>
WTW_	West Taxiway _
TW_	Taxiway _
TL_	Taxilane _
RW_	Runway _

- g. The seventh code field shall identify whose responsibility it is to perform the activity (e.g., LAWA, utility company, design/Builder, subcontractor, etc.);
- h. The eighth code field shall identify all change orders and notices of non-compliance (CONNC) activities, as they occur throughout construction;
- i. The ninth code field shall identify all changes (activity additions and deletions) as they occur throughout construction;

<u>Value</u>	<u>Description</u>
ADD	Activity Additions
DEL	Activity Deletions

- j. The DESIGN-BUILDER shall reserve code fields' 10, 11 and 12 (approximately 8 to 16 characters) for LAWA's use.
- k. The DESIGN-BUILDER may use more codes as they deem necessary subject to the final acceptance by LAWA.

F. Baseline Schedule Submittal Review

1. LAWA's approval of the DESIGN-BUILDER's baseline project schedule

- a. The DESIGN-BUILDER shall schedule a meeting to review the DESIGN-BUILDER's baseline schedule submittal no later than the first available day after LAWA's receipt of the baseline submittal. This meeting will serve as the DESIGN-BUILDER's meeting to review, explain and discuss the DESIGN-BUILDER's baseline schedule with LAWA. LAWA reserves the right to invite any LAWA staff deemed necessary for this meeting. Additional meetings may be held between LAWA, the DESIGN-BUILDER, stakeholders, project scheduler and all major subcontractors and suppliers to resolve any conflicts between the DESIGN-BUILDER's baseline project schedule and the intent of the contract.
- b. LAWA will review and make comments on the DESIGN-BUILDER's baseline project schedule. Comments made by LAWA on the DESIGN-BUILDER's baseline project schedule, during review, will not relieve the DESIGN-BUILDER from compliance with requirements of the contract documents. To the extent that there are any conflicts between the approved schedule and the requirements of the contract documents, the

contract documents shall govern.

- c. The DESIGN-BUILDER, the DESIGN-BUILDER's project scheduler, and available major subcontractors and suppliers shall be required to participate in all meetings necessary to reach mutual agreement and approval of the DESIGN-BUILDER's baseline project schedule.
- d. LAWA will approve or reject in writing the DESIGN-BUILDER's submission within ten (10) days. The DESIGN-BUILDER shall resubmit its revised baseline project schedule, if needed, within seven (7) days from receipt of LAWA's comments. The DESIGN-BUILDER's baseline project schedule, once approved, will be used for monitoring and evaluating all facets of contract performance, including but not limited to progress, changes, and delays.
- e. Upon successfully developing the DESIGN-BUILDER's baseline project schedule, the schedule will be accepted by LAWA. "Acceptance" means that LAWA is only acknowledging that the schedule conforms to the overall requirements of the scheduling specification. However, acceptance by LAWA does not relieve the DESIGN-BUILDER from correcting errors and omissions, float sequestering logic/duration or any other misrepresentation that may be included in the approved schedule.

G. Last Planner® System of Production Control (LPS)

- 1. The DESIGN-BUILDER shall use the LPS of production control for scheduling and planning the work activities of the project. All subcontractors, subconsultants, trade contractors and significant vendors shall fully participate in LPS to the extent required as facilitated by the DESIGN-BUILDER.
- 2. The DESIGN-BUILDER and LAWA shall work collaboratively to determine the appropriate integration of LPS with the CPM scheduling requirements herein.
- 3. The DESIGN-BUILDER shall validate the baseline schedule activities with a milestone schedule developed collaboratively with LAWA and the project stakeholders. The milestone schedule shall be developed by the project team and stakeholders and shall reflect the owner project requirements. Identified major milestones shall be broken down into manageable time frames. The work breakdown structure for the schedule should reflect this.
- 4. From the milestone schedule the DESIGN-BUILDER shall prepare a breakdown of the milestones into phases, which will be used to collaboratively plan the work activities with DESIGN-BUILDER's team.
- 5. The DESIGN-BUILDER shall collaborate with LAWA to identify all the tasks required to be completed to enable a milestone to be met. For each phase, the DESIGN-BUILDER shall facilitate a highly collaborative system of planning the work in the identified phases with the project team members that manage the day-to-day assignment of work for the phase. Project team members will include LAWA and all appropriate stakeholders.
- 6. The production plan for each phase will be created using the "pull" technique, starting with the milestone to be achieved and work toward the start of a particular phase, look-ahead plan or weekly work plan. The project team will work together to optimize the opportunity to design the production system or align the design of the production system with the BIM model.
- 7. As phase plans are developed, the DESIGN-BUILDER shall use the plans to build or validate the project schedule and transfer the plans to the project schedule as needed.

This should be performed as soon as possible to ensure milestones dates are maintained and the schedule is current for monthly reporting.

H. Six Week Look Ahead Plan

1. The DESIGN-BUILDER will develop a six week look-ahead plan (or weekly work plan as referenced in the Last Planner® System) that identifies completed work items necessary so that assignments can be made and work can be completed as planned for each task and is to be submitted by the DESIGN-BUILDER on a weekly basis, prior to the weekly progress meeting. Each weekly work plan shall be derived from the corresponding phase plan.
 - a. The six week look-ahead plan shall reflect the progress achieved in the previous week and forecast six weeks of planned progress. DESIGN-BUILDER must include in the six week look-ahead at a minimum thirty (30) days' notice for upcoming ASR and Utility Shutdown Request (USR). DESIGN-BUILDER must also factor the LIR approval process as applicable.
 - b. The six week look-ahead plan activities shall be generated from the latest accepted current schedule update using Primavera Project Management. DESIGN-BUILDER shall use a spreadsheet format to further detail the look-ahead plan. The project superintendent may add additional activities not included in the latest accepted current CPM schedule update, using the given CPM Activity ID with additional descriptors and detail to improve planning and coordination of engineering and construction. All activities, in the look-ahead shall relate back to the current project CPM by Activity ID(s) even in the case where it may be for information only. Any additional detailed activities will have their activity ID's become an extension of the parent activity. As an example; an activity for Form/Reinforce/Place concrete may have the activity ID of FRP1400. This activity would then become FRP1400.10 Form Concrete and FRP1400.20 Reinforce Concrete and finally FRP1400.30 Place Concrete. Location characteristics would be applied for clarity and unique verification of the work to be performed. Necking of the activity bars will be used to clearly depict work days and non-workdays. The detail of this application and format is to be discussed with LAWA at the project kickoff scheduling meeting.
 - c. The inclusion of projected work for each day of the planned work and total float is required in the six week look-ahead plan for all forecasted and completed activities would be actualized with start and completion dates. Each activity should reflect the Activity ID, activity description and total float from the current accepted project schedule and planned/actual start and finish dates for every activity. Any change the current accepted schedule dates will be reported during the weekly coordination meeting.
 - d. The six week look-ahead shall include a safety risk assessment which identifies any potential hazards and include the activities necessary to ensure a hazard-free work environment.
 - e. The six week look-ahead shall be updated weekly by the DESIGN-BUILDER utilizing information from field supervisors and shall be used to validate the phase plans.
 - f. Creation of a six week look-ahead plan is mandatory for discussion during the weekly progress meetings. The DESIGN-BUILDER shall be prepared to discuss any changes to the completion dates as related to the phase plans, milestones and current (CPM) schedule. Discussion of activity delays and mitigation of any delays to project completion milestones will be mandatory. Six week look-ahead plans generated

during a given month shall be used for updating the monthly (CPM) schedule update every month.

- g. The six week look-ahead plans shall be transmitted to LAWA at least twenty-four (24) hours in advance of the weekly progress meeting in PDF format.

I. Percent Plan Complete

1. The DESIGN-BUILDER shall maintain a log that tracks the percent complete of the planned activities. The DESIGN-BUILDER shall identify the root cause and re-plan the upcoming tasks to maintain the milestones dates.
2. The DESIGN-BUILDER shall share the percent plan complete log with LAWA as requested.
3. The DESIGN-BUILDER shall utilize the percent plan complete log and associated root cause analyses as a basis to enable a culture of continuous improvement throughout the design-build team.

J. Monthly Schedule Updates

1. Monthly Schedule Update Review

- a. No later than the 25th of each month, the DESIGN-BUILDER and LAWA shall meet to agree on the progress of the work performed and the DESIGN-BUILDER shall update the schedule accordingly. The DESIGN-BUILDER shall incorporate and submit the approved progress percent complete into the schedule. Upon review and verification of the progress percent completed, the DESIGN-BUILDER shall submit their monthly invoice with the updated schedule. Liquidated Damages, in the amount of \$1,000. Will be assessed for each day that the updated schedule is late.
- b. The processing time frame for the monthly schedule update will be fifteen (15) days or more as may be needed depending on the complexity of the submittal.

2. Monthly Schedule Update Submittals

- a. The DESIGN-BUILDER shall submit the monthly schedule update on or before the first (1st) day of each month. Following the DESIGN-BUILDER's submittal of the monthly schedule update, the DESIGN-BUILDER and LAWA will meet to discuss the monthly schedule update and reports. The DESIGN-BUILDER's monthly schedule update will consist of an editable electronic P6 file (.xer) Schedule file transmitted via Prolog, a written narrative and various schedule reports as listed below.
- b. Along with P6 schedule and reports, the DESIGN-BUILDER shall also submit electronic MS Excel copy of pay request for further validation of approved percentages and values.
- c. Late submittal of the monthly schedule update shall be subject to liquidated damages until such time that the DESIGN-BUILDER submits a contract compliant monthly schedule update.
- d. LAWA may call for more frequent contract schedule meetings at no additional cost to LAWA. If the DESIGN-BUILDER decides to work more than one shift, LAWA may require semi-monthly schedule updates to verify the DESIGN-BUILDER's progress at no additional cost to LAWA. Certain meetings may be required at the change of shifts in the instances that work is being performed during the commissioning process.
- e. Out-of-sequence progress shall be addressed as a change in the DESIGN-BUILDER's planned schedule and shall be corrected to be as-built for each change as it occurs

- within the reported progress period. Out-of-sequence progress will be deemed to be at the discretion of the DESIGN-BUILDER unless directed in writing by the LAWA. The updating of logic for out-of-sequence progress to show the as-built logic is required. Any and all changes made to logic shall be detailed in the update narrative.
- f. The DESIGN-BUILDER's monthly schedule update narrative report shall contain all of the following elements in a format and layout which is clear, easy to read and consistent from month to month. The DESIGN-BUILDER's narrative shall include, but is not limited to the following:
 - 1) DESIGN-BUILDER's transmittal letter
 - 2) Description of problem areas
 - 3) Current and anticipated delays
 - a) Cause of the delay
 - b) Corrective action and schedule adjustments to correct the delay
 - c) Impact of the delay on other activities, milestones, and completion dates
 - d) A detailed listing and explanation of any and all schedule changes or revisions made since the last schedule submittal organized by work area or work grouping, to include:
 - i. Identification of logic changes
 - ii. Activity duration changes
 - iii. Activity additions or deletions
 - iv. Added or deleted constraints
 - v. Change in status reflecting progress decrease from previous schedule submittal
 - vi. All changes will be accompanied by a narrative of the reason for the change
 - vii. All corrected items requested by LAWA, itemized and explained in the next update narrative
 - e) Pending items and status thereof
 - i. Permits
 - ii. Change orders
 - iii. Time extensions
 - iv. Non-compliance notices
 - v. Status of any pending recovery schedules
 - 4) Description of the work planned and the work completed in the last period and a comparison in the form of percent plan complete charts (format to be approved) for each Last Planner® team. Status report of the Phasing, Milestones and Contract Completion Date(s).
 - 5) Other project or scheduling concerns including any unplanned shutdowns
 - 6) The tabular reports shall include the following:
 - a) Actual start dates (actual start dates should be determined from DESIGN-

BUILDER's daily field reports and confirmed with LAWA's daily report).

- b) Actual completion dates (when an activity is deemed substantially complete by LAWA, then such activity will no longer be treated as an activity affecting the critical path or successor activities on the project).
- c) Description of the critical path and near critical paths, including for each:
 - i. Critical path report sorted by early finish and with float values.
 - ii. Critical path gantt chart report organized by phases, levels and other applicable activity codes with tabular information on the left containing activity ID, activity name, original duration, remaining duration, percentage complete, early start, early finish, late start, late finish, total float and budgeted cost columns.
 - iii. A description of the critical activities to be performed in the next progress period.
- d) The graphic reports shall include the following:
 - i. Gantt chart report organized by phases, levels and other applicable activity codes with Tabular information on the left containing activity ID, activity name, original duration, remaining duration, percent complete, early start, early finish, late start, late finish, total float and budgeted cost columns. The entire project time-scale shall be visible unless otherwise approved by LAWA.
 - ii. Updated histogram depicting the total project craft workforce by discipline or trade and the DESIGN-BUILDER's craft workforce for its own forces and for each of its subcontractors for each month. The histogram shall be based upon and shall be in substantive agreement with the number of shifts and crew sizes by craft in the detailed project schedule.
- e) These schedule reports and narratives will be reviewed in a meeting between the DESIGN-BUILDER and LAWA at the monthly schedule review meeting to be held the first day available after receipt of the monthly schedule update.
- f) Required revisions of the monthly schedule update are due within five (5) days of notice by LAWA that a revision is required. All revisions and additions to the monthly schedule update are subject to the review of LAWA. When the proposed monthly updated construction schedule or its required revision is accepted by LAWA, it then becomes the current schedule.
- g) Provide two (2) copies of the schedule narrative report, the monthly update schedule, the master summary schedule and the gantt chart report, the histogram.
- h) The DESIGN-BUILDER shall provide the layouts used in organizing, viewing and reporting the baseline. The layouts shall be provided electronically as an exported (.plf) file to be included with the electronic baseline schedule file submittal (.xer).
- i) If the DESIGN-BUILDER fails to submit any of the update deliverables, or to meet any of the other updating requirements, for a period of thirty (30) days or more beyond the required submittal date, progress payments will be withheld until such time as the DESIGN-BUILDER submits the required update requirements.

- j) The LAWA review and acceptance of schedules does not waive any contract requirements and does not relieve the DESIGN-BUILDER of any obligation or responsibility for submitting complete and accurate information. Whereas, errors and/or omissions on schedules do not relieve the DESIGN-BUILDER from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by LAWA, either the DESIGN-BUILDER or LAWA discovers that any aspect of the schedule has an error or omission, the DESIGN-BUILDER must correct it on the next updated schedule.

K. Recovery Schedule

1. A Recovery Schedule is required along with the submission of a monthly Progress Schedule Update if the monthly Progress Schedule Update shows a delay of more than two (2) weeks to the Contract Milestones. The Recovery Schedule will be a separate submittal from the monthly Progress Schedule Update. The separate submittal may be waived by LAWA if it has been determined that the current schedule is acceptable and/or only minor changes in the current schedule are necessary.
2. As part of this submittal, the DESIGN-BUILDER shall provide a written narrative explaining each action and schedule revision made to recapture the lost time.
3. If the revisions include sequence changes, provide a "fragnet" schedule diagram comparing the original sequence to the revised sequence of work.
4. Once accepted, the recovery revisions and the recovery schedule file will become the current schedule. Receipt of an acceptable recovery schedule within ten (10) days of written notice by LAWA is a condition precedent for monthly progress payment.
5. If the revisions are not accepted by LAWA, LAWA's comments will form the basis for resubmission of the recovery schedule.

L. Time Impact Analysis (TIA)

1. The DESIGN-BUILDER shall submit a detailed Time Impact Analysis (TIA) to support any request for time extensions. The principles, definitions and terms used herein for a TIA shall be as set forth in the AACE International Recommended Practice No. 52R-06 publication "Time Impact - As Applied In Construction," October 19, 2006. Basis for evaluation of any time extension shall be made with the use of the current schedule or the current schedule accepted prior to the time period in review. The current schedule is the latest LAWA accepted schedule and must contain all corrections requested by LAWA. A current schedule that was accepted as noted cannot be used unless all items noted have been addressed. The DESIGN-BUILDER shall provide justification for the time extension in a change request. This request shall include a narrative explaining the analysis. This TIA will be supported by fragnets created to demonstrate the effect of specific delays to the current schedule critical path as they occur. Each fragnet will consist of a sequence of the new activities and/or network revisions that are proposed to be added to the existing Schedule to illustrate the effect and method for incorporating actual delays as they are encountered.
2. While preparing the TIA, the DESIGN-BUILDER shall make the best of efforts to follow industry best practices.
3. The contemporaneous TIA will be based on the current accepted schedule prior to the proposed delay event. The schedule shall include time extensions approved, existing job conditions, the degree of physical progress achieved at the time a delay occurs, the specific facts of the delay issue, and the availability of labor, equipment and material.

4. Each TIA package shall contain the following:
 - a. Narrative that includes:
 - 1) Description of whether the delay is excusable or compensable;
 - 2) Description of the merit of the delay based on the contract documents;
 - 3) When the delay was first encountered;
 - 4) Why the delay cannot be easily mitigated without added cost to the DESIGN-BUILDER and what are the approximate costs to mitigate the delay;
 - 5) How the delay affects the critical path;
 - 6) How the DESIGN-BUILDER plans to construct/perform the additional work;
 - 7) How the DESIGN-BUILDER determined the durations for delay activities.
 - b. Plot of the critical path with the inserted delay fragmet.
 - c. A TIA will be required for each delay as it occurs. If more than one (1) delay occurs during the progress period in question, all delays shall be analyzed for that period in one submittal package. Do not separate TIAs that occur in the same period as the proposed impacts must be addressed for concurrency. LAWA reserves the right to reject the TIA package in the event the DESIGN-BUILDER does not comply with this section.
 - d. The Schedule can be accepted when one or more of the following occur:
 - 1) When a change order affects the contract completion date or sequence of items of the work;
 - 2) When the DESIGN-BUILDER requests and LAWA accepts a sequence or duration change of work items affecting the critical path/controlling operation;
 - 3) When LAWA directs a change that affects the milestone date(s) specified in the contract or alters the length of a critical path;
 - e. If an agreement cannot be reached on changes to the contract schedule or the DESIGN-BUILDER has failed to submit revisions to the network, the DESIGN-BUILDER's request will be denied.

M. Time Extensions

1. If the DESIGN-BUILDER is granted an extension for the time of completion of any milestone or DESIGN-BUILDER completion date under the provisions of the contract, the determination of the total number of calendar days of time extension will be based upon LAWA's analysis of the schedule and upon all data relevant to the extension including the DESIGN-BUILDER's TIA and percent plan complete log and variance reports. Such data shall be incorporated in the next monthly update of the schedule.
2. The DESIGN-BUILDER acknowledges and agrees that delays in work items which, according to LAWA's schedule analysis, do not affect any milestone dates or the contract completion date shown on the schedule at the time of the delay, will not be the basis for a contract extension.
3. Float is not the property of the DESIGN-BUILDER and shall be shared with LAWA as an expiring resource available to all parties as needed to meet the contract completion date. In the event that the schedule is forecasting a late completion date, and the critical path is showing negative float, only those activities with the largest negative float will be

considered critical (controlling) and constitute the critical path. Where two (2) or more concurrent activities each have negative float, the activity with less critical float will not be considered to be on the critical path.

4. The most current accepted schedule update will be the basis of evaluating concurrent delays on the critical path. A non-compensable time extension will only be granted when it is determined that concurrent delays have occurred on the critical path (the longest path). No time extension shall be granted for any concurrent delay that is not on the critical path in the current update.

N. As Built Schedule and Documentation

1. Prior to final release of retention, and after all contract work items are completed, the DESIGN-BUILDER shall submit an "as-built" contract schedule (Schedule Data Disks, Reports, and Plots) showing actual start and finish dates and actual logic used for all milestones, and actual expenditures of labor and costs.
2. The "As-Built Schedule" will be accompanied by a narrative report titled "Final Schedule Report" which provides an overview of the schedule and LPS process, provides the history of changes to the schedule and the resulting changes to milestone dates, discusses major schedule variances (including labor and cost variances), and identifies any outstanding schedule issues.
3. DESIGN-BUILDER to transmit As-Built schedule package via Prolog.
4. The DESIGN-BUILDER shall support the "As-Built Schedule" and "Final Schedule Report" with a letter on the DESIGN-BUILDER letter head that confirms all information in the "As-Built Schedule" is truthful and accurate pertaining to start and finish dates, as-built logic, cost and resource loading and final schedule report. The accompanying letter shall be signed by an officer of the managing entity of the DESIGN-BUILDER.

O. Other Schedule Submittal Requirements

1. The DESIGN-BUILDER shall coordinate schedule submittals to avoid concurrent submittals to maximum extent possible. Where concurrent schedule submittals cannot be avoided, the DESIGN-BUILDER shall increase review time as required, to allow for LAWA's review.
2. Where submittal is concurrent with or overlaps submittals currently being reviewed, the DESIGN-BUILDER shall indicate priority of each outstanding submittal.
3. Following corrections resulting from LAWA's response to its initial submittal, the DESIGN-BUILDER shall print and distribute copies to LAWA, subcontractors, and other parties required to comply with submittal dates indicated.
4. The DESIGN-BUILDER shall post copies of the current milestone schedule in the project meeting room and temporary field office.
5. When revisions are made, the DESIGN-BUILDER shall distribute to the same parties. Parties shall be deleted from distribution when they have completed their assigned part of work and are no longer involved in construction activities.

END OF PR-04 SCHEDULING OF THE WORK

PR-05 ALLOWANCES

1. GENERAL

- A. Allowances have been set aside for certain services and/or materials that may be required by LAWA to complete the Project, but for which definitive scopes cannot be determined until a later time or where a specific LAWA-selected vendor or consultant may be required to perform specialized work. The stipulated Allowance amounts included in the Contract will be used, as authorized by LAWA, to pay for these certain services and/or materials as they become defined through discovery or design. LAWA reserves the right at its sole discretion to authorize, make changes or modifications to the scope of work described herein and to proceed with all or only some of them. DESIGN-BUILDER shall not assume use or access to any allowance.
- B. LAWA may request the DESIGN-BUILDER to prepare and submit Proposals (including a proposed scope, schedule, and budget) to provide additional services and/or materials, to be funded by these Allowances. If the Proposals are acceptable, in whole or in part, LAWA may issue Task Orders to DESIGN-BUILDER to provide those additional services and/or materials, to be paid out of these Allowances.
- C. LAWA may choose to use some of these Allowances to directly fund one or more third parties (i.e. other City Departments, other Contractors, Utility Companies, etc.). All allowances used to directly fund a third-party shall remain outside of the Contract Value, and the DESIGN-BUILDER shall not be entitled to any costs, fees, markups, or any other form of payment whatsoever for these Allowances.
- D. LAWA may choose to not use these Allowances, in whole or in part. All unused allowances shall remain outside of the Contract Value, and DESIGN-BUILDER shall not be entitled to any costs, fees, markups, or any other form of payment whatsoever for these unused allowances.
- E. The Allowance will also be used to reimburse the DESIGN-BUILDER for the actual cost of the scope of work as identified below.
 - 1. All price quotes are for the scopes of work requested by LAWA for each allowance item of work shall be provided to and approved by LAWA prior to the DESIGN-BUILDER proceeding with the work. The DESIGN-BUILDER shall provide price quotes within twenty-one (21) days of receipt of request by LAWA.
 - 2. Price quotes shall be provided in a format that clearly itemizes all design fees, labor quantities and labor rates, material quantities and material rates and equipment costs to perform the work of the allowance. Any work performed by subcontractors to the DESIGN-BUILDER shall also be itemized as above. Price quotes shall be obtained from LAWA-approved contractors and/or vendors by the DESIGN-BUILDER in a format that clearly itemizes all design fees, preconstruction services, labor quantities and labor rates, material quantities and material rates and equipment costs to perform the allowance scope of work. Any work performed by DESIGN-BUILDERS to LAWA selected contractor and/or vendor shall also be itemized as above.

3. LAWA will approve all allowance items of work by issuance of a task order prior to the DESIGN-BUILDER proceeding. The task order will clearly define the allowance item scope and agreed to amount. In the case where time is of the essence or the price quote provided by the DESIGN-BUILDER is unacceptable to LAWA, LAWA may direct the DESIGN-BUILDER to proceed with the allowance work by issuance of a task order on a Time and material basis, as prescribed in general condition, payment procedures.
4. If approved in writing by LAWA, stipulated amounts for an individual allowance line item may be utilized to fund an increase in the stipulated amount of different individual allowance line items.

2. CONTRACT UNIT PRICES

- A. The contract unit prices shall be full compensation for furnishing all materials, labor, supervisions, equipment, tools and incidentals necessary to complete the item of work. Unit prices shall include delivery, installation, insurance, applicable taxes, fees, overhead, and profit. DESIGN-BUILDER will only be compensated for actual constructed quantities. And shall be determined from measurements of dimensions in horizontal planes. However, linear quantities of pile, piling, fencing, and timber shall be considered as being the true length measured along the longitudinal axis. Volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. Weighing shall be done on certified platform scales or when approved by LAWA, on a completely automated weighing and recording system. DESIGN-BUILDER shall furnish LAWA with duplicate licensed weigh master's certificated showing actual net weights. LAWA will accept the certificates as evidence of weights delivered.

3. ALLOWANCE ITEMS

Additional Allowances Items to be determined at GMP/CGMP.

- A. Agency Permits: This allowance covers the costs for the DESIGN-BUILDER to procure all required permits, approvals, and licenses prior to the commencement of the related Work. The allowance covers the actual cost of the permits and plan check fees from regulatory agencies only.
 1. Under this Allowance item, the DESIGN-BUILDER shall be compensated only for the actual permit fees for procuring of all building and construction permits required by the City of Los Angeles and other agencies. All costs associated with any administrative work to fill out and/or to process said permits and copies will not be compensated for under this Allowance and shall be considered incidental. Payment under "Permit Allowance" item will be made only for the actual permit fee and invoice paid for by the DESIGN-BUILDER for work associated with this project. The DESIGN-BUILDER shall provide proof of payment for all permit fees.
- B. Differing Conditions: This allowance provides payment for changes in the various work area / phases or scope of work as directed by LAWA to mitigate differing field conditions. The scope of this work under this allowance includes, but is not limited to: additional demolition, relocation and construction of necessary infrastructure to mitigate miscellaneous unforeseen conditions as directed by LAWA. This allowances also includes additional potholing and site investigations that may be necessary and unless otherwise has not been identified in the DESIGN-BUILDER's contract documents and are not already included as part of the DESIGN-BUILDER's base scope of work and GMP/CGMP.

- C. Environmental and Hazardous Materials Mitigation: This allowance provides for payment for procurement of a qualified hazardous material subcontractor and/or contaminated soil remediation subcontractor for testing, removal and abatement as necessary and as directed by LAWA. This allowance may be utilized for testing and treating of potentially hazardous materials, contaminated soil and asbestos containing material that may be encountered during construction which have not been identified in the DESIGN-BUILDER contract documents and already included as part of the DESIGN-BUILDER's base scope of work. This allowance may also be utilized for procurement of specific LAWA selected vendors or consultants for testing and monitoring services.
- D. Additional Traffic Control Measures including Traffic Flagging: This allowance provides for payment to the DESIGN-BUILDER for additional LAWA directed traffic measures beyond those required by the approved traffic control plan or by the AHJs, and unless otherwise has not been identified in the DESIGN-BUILDER's contract documents and are not already included as part of the DESIGN-BUILDER's base scope of work and GMP/CGMP. This allowance also includes additional sweeping found to be needed.
- E. Additional Signage: This allowance is for payment of additional new signs and/or modifications to existing signs, both permanent and interim in nature deemed necessary by LAWA, at its sole discretion, and unless otherwise has not been identified in the DESIGN-BUILDER contract documents and are not already included as part of the DESIGN-BUILDER's base scope of work and GMP/CGMP. These signs include but are not limited to signs needed for pedestrian and vehicular wayfinding, signs needed to support operational flexibility, communicate identity, status of airport conditions and directional information, regulatory information or any other information determined by LAWA to be necessary. Signage paid for from this allowance may include, but is not limited to static, dynamic, and digital sign types, such as large format overhead roadway signs, pedestrian wayfinding pylons, monument signs and any other sign types determined necessary and appropriate by LAWA. This allowance may be used for payment of sign support structures, structural supports, foundations, power and data infrastructure and any other miscellaneous work which may be required for the installation and operation of new and/or existing signs.
- F. Replacement of Unsuitable Paving Subgrade: This allowance provides for the excavation and replacement of sub-grade materials that may include soils not complying with the compaction and other soil tests specified by the AHJ during execution of the work and unless otherwise has not been identified in the DESIGN-BUILDER's contract documents and are not already included as part of the DESIGN-BUILDER's base scope of work and GMP/CGMP.
- G. Partnering:
 - a. This allowance provides for payment for the DESIGN-BUILDER to engage LAWA approved professional facilitator(s) to conduct training sessions related to project partnership and advanced management techniques such as Lean Construction methods. The cost of a professional facilitator and associated training sessions and subsequent workshops, excluding DESIGN-BUILDER staff labor charges and travel expenses, will be shared between the DESIGN-BUILDER and LAWA and paid from this allowance.
 - b. No DESIGN-BUILDER overhead and fee mark-ups shall be added to the cost. The DESIGN-BUILDER shall provide LAWA with an initial estimate of the cost of the training sessions, excluding DESIGN-BUILDER staff labor charges and travel expenses. Upon

authorization from LAWA, Design /Builder will commence with the training and review session activities and will provide LAWA with receipts for all eligible allowance costs.

- H. Project Management Office (PMO): This allowance provides payment for the DESIGN-BUILDER to furnish and/or maintain additional PMO for co-located staff from LAWA, AHJs, etc. and unless otherwise has not been identified in the DESIGN-BUILDER contract documents and are not already included as part of the DESIGN-BUILDER's base scope of work and GMP/CGMP. LAWA will provide the scope and associated requirements if/when the Task Order(s) are developed.
- I. Laydown Area Rental: This allowance provides for payment of laydown area rental costs for the Project which have otherwise not been identified in the DESIGN-BUILDER's contract documents and are not already included as part of the DESIGN-BUILDER's base scope of work and GMP/CGMP.
- J. Enabling: This allowance provides payment for the DESIGN-BUILDER to complete enabling work necessary to procure long-lead items, utility-relocations, install temporary roadways, and/or other early / enabling work, etc. prior to developing a GMP/CGMP Proposal.

ALLOWANCE TABLE		
Item	Allowance Type	Amount
A	Agency Permits	TBD
B	Differing Conditions	TBD
C	Environmental and Hazardous Materials Mitigation	TBD
D	Additional Traffic Control Measures including Traffic Flagging	TBD
E	Additional Signage	TBD
F	Replacement of Unsuitable Paving Subgrade	TBD
G	Partnering	TBD
H	Project Management Office (PMO)	TBD
I	Laydown Area Rental	TBD
J	Enabling	TBD
	Total Allowances	TBD

END OF PR-05 ALLOWANCES

PR-06 CONSTRUCTION SITE OFFICES/FIELD FACILITIES AND LAYDOWN AREA

1. GENERAL SITE RESPONSIBILITIES

- A. DESIGN-BUILDER shall assume sole and complete responsibility for the project site in accordance with the contract (GC-40). This includes full responsibility for safety, security, cleanliness, FOD-control, dust-control, Storm Water Pollution Prevention, maintenance, etc. at all construction sites, offices, storage and laydown areas, airside haul routes, employee parking areas, etc.
- B. DESIGN-BUILDER shall identify all necessary and available areas required for the project in its phasing and logistics plans (PR-02 Project Management and Coordination) prior to establishing any CGMP or GMP. This includes, but is not limited to, the size and location of these areas, start and end dates of their use, haul routes, access plans, work schedules, etc.
- C. DESIGN-BUILDER shall submit an Area Shutdown Request (ASR) to LAWA's Shutdown Control Center (SCC) at least 30 days in advance of moving into - and/or working within - any area on LAWA property.
- D. LAWA will issue a "Site Turnover" letter to notify the DESIGN-BUILDER when responsibility for an area is transferred from LAWA to the DESIGN-BUILDER. These responsibilities will remain in effect during working-hours and non-working hours, unless otherwise specified by LAWA.
- E. DESIGN-BUILDER shall provide graffiti and vandalism control throughout all stages of the project. DESIGN-BUILDER shall keep all equipment, offices, storage facilities, and other facilities at the site free of graffiti and vandalism. Graffiti shall be painted over, masked, or cleaned off within twenty four (24) hours after discovery and/or notification by LAWA.
- F. DESIGN-BUILDER shall restore all areas of the Site to a condition equal to or better than the condition of the areas prior to the start of construction.

2. DESIGN-BUILDER'S CONSTRUCTION FIELD OFFICE

- A. The DESIGN-BUILDER shall provide a construction field office in the DESIGN-BUILDER's staging and laydown area for LAWA's sole use. Any other construction site field offices needed by the DESIGN-BUILDER for his/her use shall be supplied by the DESIGN-BUILDER however, they shall be located within the staging and laydown area site.
- B. The Construction site field office shall be located in the DESIGN-BUILDER's staging and laydown area. Installation of the construction field office, including all permit, furnishings, equipment, and utilities shall be completed by the DESIGN-BUILDER within sixty (60) days of the NTP, or unless otherwise directed by LAWA, and shall be maintained by the DESIGN-BUILDER through the duration of the project at no additional expense to LAWA. The DESIGN-BUILDER is responsible for the installation and maintenance, including any direct or incidental expenses related to power and telecommunications line between field office(s) and point of service as well as the maintenance, use, and upkeep for the duration of the project. The DESIGN-BUILDER is responsible for temporary power and telecommunications service being installed and operational within sixty (60) days from the NTP, or unless otherwise directed by LAWA,. The DESIGN-BUILDER is responsible for ensuring that the construction site field office(s) are properly permitted (including, but not limited to plumbing permits).
- C. The DESIGN-BUILDER's staging and laydown area and access thereto shall be kept neat

and orderly throughout construction and all deficiencies in the maintenance of this area shall be promptly corrected by the DESIGN-BUILDER. The site shall be restored to a condition equal to the condition prior to the start of construction and equal to the condition of areas adjacent to the site and as approved by LAWA. Stockpiling of any material in this area will not be permitted without prior approval of LAWA.

- D. The Construction Field Offices for LAWA use shall remain on-site and available to LAWA throughout construction, and through project closeout. Windows shall be provided with security bars. All doors and windows shall be provided with screens, blinds and secure locks.
- E. The DESIGN-BUILDER shall work directly with utility-providers to provide connections, meters, and service for electrical, telecommunications, internet, water, sewer, storm drain, and other utilities required for the Construction site field office.
- F. Electric power shall be provided to include a minimum of four (4) 110-volt a/c duplex electric convenience outlets. At least one such outlet shall be located on each wall. The electrical distribution panel shall provide not less than two (2) circuits providing 110-volt, 60-Hertz service.
- G. Lighting shall be provided for office to provide illumination at the tables and desk at a level of 100-foot candles. An outdoor lighting fixture with three hundred (300) watts shall be provided at each door.
- H. Heating and air conditioning of sufficient capacity shall be provided at no expense to LAWA to adequately control the temperature at all times.
- I. The DESIGN-BUILDER shall provide integral sanitary facilities within office for the sole use of office personnel. Sanitary facilities shall include a water closet and washbasin with hot and cold potable running water. DESIGN-BUILDER to obtain sanitary sewer permit and provide connection to sanitary sewer or equip trailers with holding tanks that will be maintained daily. Each restroom shall be provided with liquid soap and dispensers, toilet paper and dispenser, toilet seat covers and dispenser, paper towels and dispenser, waste baskets, industrial first aid kits with eye washers, and continuous on-going supply of all disposable goods.
- J. Extended area, non-coin-operated telephone service shall be provided within the office area. DESIGN-BUILDER shall be responsible for telephone service installation and installation fees. The installation shall include sufficient extension cord to serve the plan table and desk. Telephone system shall include voice mail accessible from outside phone line and shall accommodate keying in sufficient number of digits to allow access to outside voice mail by name or by number. System specifications must be submitted for LAWA review and approval, including connection fees, usage fees, and full maintenance.
- K. Construction field offices for LAWA and city standards personnel shall be equipped with the furniture, services, and equipment listed below. All furniture, services, cleaning, and equipment will be maintained by the DESIGN-BUILDER upon issuance of the NTP and continue through the duration of the project at no additional expense to LAWA.

Furniture, Services and Equipment	LAWA Inspection	LAWA CM	City Standards	Conference Room
Quantity				
Minimum square feet of floor area	720 SF	2160 SF	200 SF	1,440 SF
Full height partitioned office with lockable door as well as a lockable door connecting directly to the exterior. (120 SF minimum)	2	6	1	-

Furniture, Services and Equipment	LAWA Inspection	LAWA CM	City Standards	Conference Room
Telephone with Dedicated Telephone Lines	3	4	1	-
Internet Service via Wireless Router N shared with DESIGN-BUILDER Trailer	1	1	1	-
High Speed Internet connection, Dedicated T1, speed 15 Mbps minimum. Connection shall have a fixed IP address (dynamically assigned addresses shall not be accepted).	1	1	1	-
New Printer machine (plain paper) with stand, Model HP Color LaserJet 2605n or approved equal. The DESIGN-BUILDER shall pay for all costs including supplies, activation and service fees for duration of the Project	2	2	-	-
New Self-loading duplex copier with automatic recirculating document feeder. The copier shall be able to make 11x17 copies. The copier shall be a Canon Image Runner 2880, or approved equal. The DESIGN-BUILDER shall pay all costs, including supplies, activation and service fees for duration the Project	1	1	-	-
New Metal double-pedestal desk, 30"x66" with drawers suitable for holding files and with locks	3	6	1	-
Plan table – 5'x8'	2	2	1	4
Adjustable metal office chairs, Steel case or approved Equal	6	0	2	40
Metal plan table chairs	2	2	-	-
Lockable, four-drawer file cabinets (legal size)	2	2	1	-
3-shelf bookcases	2	6	-	-
Metal plan rack, 12 sticks	2	2	-	-
In/Out Mailboxes	6	6	-	-
Lockable metal supply cabinet	1	1	1	-
Refrigerator, minimum 18 cubic feet	1	1	1	-
Microwave, minimum 2.0 cubic feet	1	1	1	-
Paper plates, cups, Keurig coffee pods (Starbucks breakfast blend, Peats Major Dickenson's /tea Earl grey), creamer, disposable knives, forks & spoons	1	1		1
Kitchen, including sink with hot and cold water, liquid soap, paper towels	1	1		
Bulletin board and marker board, 4' x 8'	2	2	1	2
Wastebasket	4	4	2	2
Dry erase board 3' x 2' white boards	1	2	0	1
Refrigerated bottled water dispenser unit, with hot and cold water dispenser and	1	1	1	-

Furniture, Services and Equipment	LAWA Inspection	LAWA CM	City Standards	Conference Room
disposable cup supply				
Conference room with table and chairs to accommodate 10 persons	1	1	-	-
Herman Miller Aeron Work Chairs or equivalent	0	8	-	-
Full Height Cubicles – 5.5 high with integrated storage cabinets -2 and draws suitable for holding file with locks	0	4	-	-

3. CONSTRUCTION SITES AND TEMPORARY FACILITIES

- A. DESIGN-BUILDER shall provide and maintain all necessary fences and barricades to ensure the safety and security of the Site, and to contain and/or mitigate impacts to the surrounding operations (noise, vibration, dust, debris, storm water, etc.)
- B. DESIGN-BUILDER shall control and monitor all persons, vehicles, and equipment entering and exiting their construction sites at all times.
- C. DESIGN-BUILDER shall not deliver equipment and/or materials to the construction site until they are ready for installation and/or use. Equipment and materials located on the site, but not being used, shall be left in the work area or at locations to be designated by LAWA. All equipment and material that is no longer needed shall be removed immediately from the site.
- D. DESIGN-BUILDER shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition, and regularly maintained.

4. DESIGN-BUILDER'S EQUIPMENT AND FACILITIES

- A. The DESIGN-BUILDER shall furnish and maintain in good condition all equipment and facilities as required for the proper execution of the work.
- B. The DESIGN-BUILDER shall provide and maintain enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition, and regularly pumped out if holding tanks are used.
- C. Storage of equipment and materials left overnight shall be in the DESIGN-BUILDER's staging area or the area designated by LAWA. Areas adjacent to the construction may be made available for temporary use by the DESIGN-BUILDER without cost whenever such use will not interfere with other purposes. Designated areas may be used only for equipment and materials specifically for the use of the Project. The DESIGN-BUILDER shall be liable for any damage caused to such premises or areas. The DESIGN-BUILDER will be responsible for properly securing and safeguarding all equipment and materials stored.
- D. The DESIGN-BUILDER shall restore the operations and storage Yard and adjacent areas to their original or an improved condition prior to final acceptance of the project, or at the discretion/option of LAWA and any AHJ, left in place at completion of the project and ownership shall thereupon be vested to the city.
- E. Equipment and materials shall be stored off the Site or on site locations provided by LAWA until they are to be used on the project. Equipment and materials located on the Site, but not being used, shall be left in the work area or at locations to be designated by LAWA. All equipment that is no longer needed shall be removed immediately from the Site. All other operations of the DESIGN-BUILDER shall be confined to the areas authorized or approved

by LAWA.

- F. Graffiti and vandalism control. Throughout all phases of work, including suspension of work, and until final acceptance, the DESIGN-BUILDER, at its sole expense, shall keep all equipment, field offices, storage facilities, and other facilities at the Site free of graffiti and vandalism. Graffiti shall be painted over, masked, or cleaned off within twenty-four (24) hours after notification by LAWA.

5. TEMPORARY UTILITIES

A. Electrical Service

1. Provide lighting and power for field offices, storage facilities and other construction facilities and areas.
2. Provide power centers for electrically operated and controlled construction facilities including tools, equipment, testing equipment, interior construction lighting, heating, cooling and ventilation equipment.
3. Provide night security lighting at secured areas within construction limits at offices, storage facilities, temporary facilities and excavated areas.
4. Provide battery operated or equivalent emergency lighting facilities at construction areas where normal light failures would cause employees to be subjected to hazardous conditions. Test such facilities monthly and maintain a record of these tests for the project manager's review.
5. Bear all costs of temporary electric and water service permits, fees and deposits required by the governing authorities, and connection charges and temporary easements including installation, maintenance and removal of equipment.

B. Water Service

1. The DESIGN-BUILDER shall make all connections and extensions required and shall make use of water in direct support of the work. The DESIGN-BUILDER shall install an approved water department tap at the wye's water source prior to obtaining any water. The DESIGN-BUILDER shall arrange and pay for its supply/distribution system from the city's point of connection. The location and alignment of the DESIGN-BUILDER's temporary supply/distribution system must be approved by the project manager prior to its installation. The DESIGN-BUILDER shall leave in place all above ground and underground water distribution facilities unless otherwise directed by the project manager.
2. The DESIGN-BUILDER shall not use in place fire hydrants or standpipes as sources for construction water or potable water.

C. Fire Protection

1. Furnish, install and maintain temporary portable fire protection equipment throughout the construction period at all buildings (including the project site), maintenance shops, and fuel storage on all large construction equipment and at the location of any flammable materials or construction materials.
2. Fire Water
 1. The DESIGN-BUILDER shall implement construction phasing to maintain access to and operation of the existing fire hydrants and fire -water supply system until the new fire- water system is completed, tested, and accepted by LAWA, Los

Angeles Fire Department (LAFD) and AHJ's

2. Prior to the start of Construction, the DESIGN-BUILDER shall complete flow and pressure tests at all existing fire hydrants within the project limits and submit these test results to LAWA. The flow tests shall be coordinated with and witnessed by a designated LAFD field representative.
3. Any revisions to the existing fire hydrants and fire water supply systems shall be coordinated with and approved by LAWA, LAFD and AHJ's.

Fire Water Hydrant Access

- a) The DESIGN-BUILDER shall maintain a standard LAFD truck access to all active existing and new fire hydrants during construction. Any revisions to the access shall be coordinated and approved by LAWA and the LAFD prior to de-activating any existing fire -hydrants.
- b) A minimum width of 20' shall be maintained for LAFD truck access during construction.

6. ATMP LANDSIDE IMPROVEMENTS LAYDOWN AREA

- A. Unless otherwise identified in the Contract Documents, Design-Builder shall request Laydown space through LAWA's Coordination and Logistics Management (CALM) team if renting LAWA properties. Requests should be submitted according to the Logistical Work Plan section of the Design and Construction Handbook, CALM requirements in the Construction subsection:
 1. Cost = \$8.16/SQFT – yearly (subject to change based on periodic adjustments to fair market value.
 2. Contact information: John Gruendl (jgruendl@lawa.org) – 424-646-7448 or Don Chinery (dchinery@lawa.org) – 424-646-7533
- B. The negotiated monthly lease cost will be treated as a pass through cost.
- C. DESIGN-BUILDER shall maintain all parking, storage and laydown areas in a neat and orderly manner throughout all stages of the Project. If LAWA reports any deficiency in the maintenance and/or condition of the areas, then the DESIGN-BUILDER shall promptly correct the issue within 24 hours. Any deficiency regarding safety and/or security shall be corrected immediately. All material and equipment shall be stored , cared for and maintained in accordance with the material or equipment manufacturer's requirements.
- D. DESIGN-BUILDER shall provide and maintain standard green mesh and fencing around the perimeter of their parking, storage and laydown areas, unless otherwise directed by LAWA.
- E. DESIGN-BUILDER shall provide sufficient off-site storage areas (i.e. not on LAWA property) procured by the DESIGN-BUILDER prior to the date in which it will be constructed and/or installed at the Project Site.
- F. LAWA to provide potential sites/parcels available for ATMP project. The DESIGN-BUILDER shall determine the most cost-effective means to meet the project needs for laydown areas based on each phase, scope elements, and schedule.

END OF PR 06 CONSTRUCTION SITE OFFICES/FIELD FACILITIES AND LAYDOWN AREA

PR-7 UTILITIES

1. GENERAL

- A. It is imperative that the DESIGN-BUILDER establishes close coordination with LAWA, and other organizations for all construction activities and for utilities system cutovers and shutdown of equipment and systems.
- B. In advance of the pre-final design submittals, DESIGN-BUILDER shall take actions necessary to establish the existence, type, exact location, and size of utilities, including service lines. DESIGN-BUILDER shall also determine existing utility material type, size, and condition of pipe at connection point, where applicable, for design purposes and as required by approving utility owner. DESIGN-BUILDER shall consider necessary appurtenances to each Utility (including utility source, guide poles, feeder service lines, supports, pull boxes, and wire loops) as part of a utility.

2. REQUIREMENTS

- A. The DESIGN-BUILDER shall avoid impacting stakeholder operations during their normal working hours. Some construction activities, including system cutovers and temporary shutdowns, will be restricted to short five (5) hour work windows scheduled between the hours of 12:01 AM and 5:00 AM (Actual shutdown times will vary due to specific system availability). DESIGN-BUILDER shall use available times efficiently, consistent with the phasing requirements of the contract, and shall include contingency and recovery plans to return systems to operation if the scheduled cutovers/shutdown work cannot be completed within the allotted time.
- B. Tasks for which the DESIGN-BUILDER will be required to complete will include, but will not be limited to:
 - 1. Review of as-builts, Navigate LA utility maps, LAWA's Airport Engineering GIS (AEGIS), system making diligent inquiries at the offices of utility providers and operators, testing, GPR and other investigative tasks as needed to identify type, route, ownership, users, and operational status of the service.
 - 2. Coordinate with, and obtain required approval from utility owners, governmental persons, authority, and other applicable third parties as necessary, for all utility work
 - 3. Dewatering of existing utility structures, as required for investigations and modifications.
 - 4. Coordination with owning and/or operating agencies and users regarding outages.
 - 5. Providing and installing or adjusting as necessary replacement ducts, cables, pipes, or other utility infrastructure if the service is to remain functional.
 - 6. Safely abandoning in place, or removing, as required by LAWA, any utility services.
 - 7. All necessary permitting or other administrative tasks as needed to safely remove and relocate the service, if operational, or to safely remove and abandon the services, if currently non-operational.
 - 8. All work shall be done in conformance with the owning agencies requirements, with these specifications, and with local, state, and federal standards.
 - 9. Provide detailed survey, including horizontal and vertical coordinates, and description of any existing utilities exposed during performance of the work in accordance with LAWA's LAX Survey Control Network 2018, located in the Design and Construction Handbook,

BIM Standards Chapter 10, under LAWA's Survey Standards.

10. All proposed utilities and exposed existing condition utilities shall be modeled and documented in accordance to VOL-2 LAWA BIM Requirements, located the Design and Construction Handbook. (See PR-21). The DESIGN-BUILDER shall provide a final Record Model at the end of the project based on field-verified (actual) conditions.

- C. The DESIGN-BUILDER shall assume full responsibility for verifying and documenting the existing conditions, to be included in design services as described in the project requirements. This includes, but is not limited to, verifying the location, depth, alignment, size, function, and condition of all existing utilities affected by and/or relevant to the proposed project. Documentation of the condition of all affected utilities shall include electronic (photographs and video) and hard copies upon request. LAWA file naming convention shall be utilized to name the electronic files. The DESIGN-BUILDER shall perform public records research, field-investigations, surveying, and other verification methods to provide thorough and accurate records of existing conditions.
- D. The DESIGN-BUILDER shall utilize the services of a Professional Land Surveyor licensed in the State of California and a subsurface utility engineering (SUE) experience person with expertise in providing utility mapping, utility coordination and utility relocation. As part of the SUE effort, the DESIGN-BUILDER shall provide surveying services to map, locate and collect data associated with subsurface and overhead utilities. In all cases, data shall be collected and depicted in accordance with LAWA Survey Standards and ASCE 38-02 Standard Guidelines for the collection and depiction of Existing Subsurface Utility Data.
- E. The DESIGN-BUILDER shall justify to LAWA where advanced technologies are required. The DESIGN-BUILDER shall perform advanced technology investigations as soon as practicable, a sufficient time in advance of 60% design to avoid possible delays to the DESIGN-BUILDER's work.
- F. The DESIGN-BUILDER shall be required to conduct exploratory excavations and potholing as required to support design. The DESIGN-BUILDER shall perform the necessary potholing and exploratory excavations as soon as practicable, to avoid possible delays to the DESIGN-BUILDER's Work.
- G. The DESIGN-BUILDER shall create and provide to LAWA a BIM model that includes all existing and proposed conditions, in accordance to PR-21 Building Information Model (BIM) and VDC Coordination.
- H. The DESIGN-BUILDER shall bring to LAWA's attention the existence of certain underground facilities that may require special precautions be taken by the DESIGN-BUILDER to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: fire protection systems including fire hydrants and associated underground utilities to remain in service; underground electric supply system conductors or cables, with the potential to ground more than 300 V, either directly buried or in duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

3. AUTHORITY FURNISHED UTILITY INVESTIGATION DATA

- A. The Authority has performed investigations of existing utilities and has provided composite existing utility drawings. The accuracy of the existing utility information and the tolerances that apply are described below.
- B. A utility shall be considered identified with "reasonable accuracy" to the extent that:

1. The utility's actual location (position) is within five feet on either side of the outside face of the existing underground utilities as depicted in Volume 2 Composite Utility Drawings. There is no limitation on vertical location;
2. The facility's actual size does not differ by more than 35 percent of the size indicated in Volume 2 Composite Utility Drawings; provided, however, that if the sizes indicated in the contract documents differ for any reason, the size closer to the actual size shall be used for this calculation:
 - a. Actual size criteria shall be measured using the utility's inside diameter (ID) measurements;
 - b. Where multi-conduit/duct or encased Utilities are encountered, the actual size shall be compared to the dimension required for encasement per the standards and criteria of the utility owner and jurisdictional governmental agencies; and
 - c. Where a duct or dry utility conduit has been identified in the contract documents with no reference to conduit size and quantity, DESIGN-BUILDER shall assume the dimension of duct/encased conduit to be a minimum of 24 inches wide by 18 inches tall;
3. The utility material is not materially different than that indicated in the composite existing utility drawings; and
4. It could have been determined based on a surface investigation of the site.
5. Notwithstanding the foregoing, DESIGN-BUILDER acknowledges and agrees that:
 - a. Existing utility information in Volume 2 composite utility drawings may not identify all Utilities within the project limits.
 - b. The existing utility information in Volume 2-Composite Utility Drawings may not show the identified utilities at their correct locations or depth or indicate their correct sizes or type; and
 - c. The Authority has performed pothole and manhole investigations of certain existing utilities and this information has been provided to DESIGN-BUILDER solely for information purposes only.

4. UTILITY LOCATION AND IDENTIFICATION GUIDELINES

- A. Attempts have been made to identify existing utilities in the various work areas of the project and to indicate existing utilities on the utility composite plan. Verification of the utilities shown on the utility composite plan shall be verified by the DESIGN-BUILDER. Due to the age of the facility, and the variety of utility agencies operating at the airport, there may be utility services discovered during construction that are not shown or differ from information shown on the utility composite plan. It will be the responsibility of the DESIGN-BUILDER to report such findings to LAWA immediately.
- B. Pursuant to Section 4216 of the Government Code, at least 2 days prior to commencing any excavation, the DESIGN-BUILDER shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number.
- C. In instances when working in the vicinity of state highways, the DESIGN-BUILDER shall contact CALTRANS directly for the location of its subsurface installations.
- D. The DESIGN-BUILDER shall contact utility providers after the I.D. number is obtained from

the Underground Service Alert [USA] (1-800-227-2600) but not less than fourteen (14) days before any excavation work is started, to mark or identify existing utilities. If the utility is owned by the City of Los Angeles, or the City of Ontario a confirmation number indicating that these cities have been notified shall be obtained by USA and/or the DESIGN-BUILDER from the appropriate city departments. The I.D. number together with the date acquired shall be reported to the inspector when calling for inspection.

- E. The DESIGN-BUILDER shall mark all Federal Aviation Administration (FAA), LAWA, L o s Angeles Department of Water and Power (LADWP), communication, and fiber-optic lines prior to any work in a given area, after demolition of pavements. Marking shall consist of a 36-inch high lathe, placed ten (10) feet on center, or other approved markings. Lathe shall be marked with the words "DANGER – FAA" or equivalent, and shall be affixed with red or orange surveyor tape to enhance visibility.
- F. The DESIGN-BUILDER shall determine the location and depth of all utilities, including service connections.
- G. The DESIGN-BUILDER shall expose and verify by survey, the depth and alignment of all underground utilities at the site, prior to commencing excavation. The basis of survey must tie into LAWA's LAX Survey Control Network. The DESIGN-BUILDER shall pothole and survey all utilities prior to excavation. All such exploratory excavations shall be performed as soon as practicable after the NTP for each task order and in any event, a sufficient time in advance of construction to avoid possible delays to the DESIGN-BUILDER's work. When such exploratory excavations show the utility location as indicated on the drawings to be different, the DESIGN-BUILDER shall immediately notify LAWA and shall note utilities on As-Built construction plans in accordance with all applicable standards, as required by LAWA and provide a complete Existing Conditions Model to LAWA in accordance to the LAWA BIM Standards (PR-21). The DESIGN-BUILDER should not rely upon plan designation of location of underground utilities. The number of exploratory excavations and extent of potholing required shall be that number which is sufficient to determine the alignment and grade of the utility.
- H. The DESIGN-BUILDER shall identify all existing, proposed and newly abandoned utilities in their Design Documents, Construction Documents, and BIM Models. Refer to LAWA BIM Requirements, for utilities, located in the Design and Construction Handbook. The DESIGN-BUILDER shall maintain each of those deliverables as the verification and/or construction of utilities progresses, and shall assume full responsibility for ensuring their accuracy and completeness..

5. POTHOLING

- A. DESIGN-BUILDER shall provide qualified personnel, equipment, permits, traffic control measures, and other items as required to conduct a safe and accurate field excavation to expose any existing Utility by method of potholing. DESIGN-BUILDER acknowledges that such work is a prerequisite to completing all Utility Work design.
- B. Potholing shall be performed at locations (i.) determined by DESIGN-BUILDER, (ii.) where required by Utility Owners and/or Governmental Persons, and (iii.) as directed by the Authority. Potholing shall include accurate survey data collection for each pothole taken. Potholing data shall be added to the design and as-built drawings prepared by DESIGN-BUILDER. At a minimum, pothole data shall include the horizontal and vertical location and size of the Utility. Where discernable, the material type of the Utility shall also be indicated. DESIGN-BUILDER shall submit to the Authority for record a log of all pothole data that is obtained, including a CAD file with all the pothole data points, per the LAWA BIM Standards,

as well as all backup information (e.g., survey measurements, notes, or sketches) that provides verification of the individual potholes.

6. NOTIFICATIONS BY THE DESIGN-BUILDER

- A. Prior to excavation in the vicinity of existing underground facilities, the DESIGN-BUILDER shall notify LAWA, and the respective authorities representing the owners and agencies responsible for such facilities, not less than three (3) days and not more than five (5) days, prior to excavation so that a representative of the owners or agencies can be present if they so desire.
- B. DESIGN-BUILDER shall notify LAWA in writing at least six (6) weeks prior to the expected started date of utility system installation or modification.
- C. DESIGN-BUILDER shall notify LAWA, in writing, at least fifteen (15) days in advance of taking any existing utility line out of service. Arrangements satisfactory to LAWA must be made prior to taking any existing utility line out of service for any purpose. The DESIGN-BUILDER shall confirm with LAWA twenty-four (24) hours prior to disconnect.
- D. The DESIGN-BUILDER shall notify LAWA, in writing, at least thirty (30) days in advance of any proposed connection and shall notify LAWA twenty-four (24) hours prior to the actual connection to any existing utility.
- E. The following includes a list of utility companies whose facilities may be impacted by this project. Inclusion on this list does not imply that the agency listed has a facility affected by the project, nor does the absence of an agency on the list imply that they do not have a facility affected by the project.

Continued on next page

Agency:	Name:	Phone Number:
Telecommunications Agencies AT&T Time Warner Cable (TWC)	Allen Cole TBD	(760) 220-5539 TBD
Los Angeles Department of Public Works BOE BOS Bureau of Street Services Bureau of Street Lighting	Jim Wu Chris Demonbrun Lance Oishi Silva Batikian	(310) 575-8629 (323) 342-1567 (213) 847-0903 (213) 847-1524
Los Angeles Department of Building and Safety (LADBS)	Lily Teng	(213) 482-6871
Los Angeles Department of Water & Power (LADWP) Water Distribution Recycled Water Power	Mark Patterson Mario Acevedo Wayne Hinkson	(213) 367-1219 (213) 367-0761 (213) 367-6002
Federal Aviation Administration (FAA)	Mike Ensign	(310) 925-9172
FAA Communications	Jimmy Huang	(310) 215-2052
LAWA Communications	Mark Pohl	(424) 646-5915
LAX Fuel	Jim Moses	(310) 646-5915
	Doug Quast	(310) 646-4961
National Oceanic and Atmospheric Administration (NOAA)	Gary Strickland	(805) 988-6626
Southern California Edison (SCE) – Communication	Michelle Lambert	(310) 608-5101
Southern California Gas Company (SCG) - aka Semptra Utilities	Gale Etherly	(310) 687-2020
MTA	Mark Glick	(310) 431-3362
Los Angeles Department of Transportation (LADOT)	Randy Tanijiri	(213) 972-8687
CalTrans	Tin Dinh	(213) 897-0112
Verizon Business	Dan Garden	(909) 421-3316
XO Communications	Matt Bergine	(949) 417-7841
Centurylink	Bryan Church	(503) 560-5590
Shutdown Control Center (SCC)	John Mitchell	(424) 646-5977
Airport Police Department (APD)		(424) 646-7911
Airport Response Coordination Center (ARCC)		(424) 646-5292

The table above is a collection of the latest known agency contact names and phone numbers. It will be the DESIGN-BUILDER's responsibility to verify this information.

7. SCHEDULE COORDINATION

Coordination of work between various utility agencies and work by the DESIGN-BUILDER shall be the sole responsibility of the DESIGN-BUILDER. Delays to the schedule due to utility agency coordination issues that, in the opinion of LAWA, could have been prevented by timely intervention and coordination on the part of the DESIGN-BUILDER will not be credited to the DESIGN-BUILDER's contract schedule requirements.

8. DEWATERING

DESIGN-BUILDER shall dewater existing utility structures as needed for utility investigations and/or completion of the work, including existing electrical and communications structures. Dewatering shall be completed in accordance with state and local requirements, and the environmental requirements of these contract documents. Refer also to PR 18.

9. UTILITY COORDINATION AND SHUTDOWN PROCEDURES AT LAWA

A. USR and ASR and LIR Procedures at LAX

1. The SCC manages all aspects of utility and area shutdowns for the LAX campus. The SCC was instituted to manage and centralize the numerous amounts of expected utility shutdowns and public disruptions due to the planned construction projects taking place throughout LAX. A utility shutdown is defined as a disruption of operations to the facility's normal utility for a set period of time. An area shutdown is defined as a disruption of operations to the facility's operational space for a set period of time. The utility shutdowns cover the following systems: electrical, water, natural gas, fuel, fire alarm, security/ACAMS, sewer, communications, HVAC and sprinklers. The area shutdowns include all landside, airside, and terminal areas which require any traffic closure, restriction to public access, elevator/escalator, restroom closures, and gate/taxiway closures. The DESIGN-BUILDER is responsible for submitting a USR or ASR to LAWA for all scheduled shutdowns. The DESIGN-BUILDER is responsible for reviewing, scheduling and coordinating all aspects of the shutdown, preferably early on with LAWA. Once submitted to the SCC, the USR or ASR is processed and approved by the SCC and the DESIGN-BUILDER is subsequently notified. A contingency plan will need to be put in place by the DESIGN-BUILDER to facilitate the disruption. The DESIGN-BUILDER will identify all actions necessary to mitigate disruptions, maintain operational readiness and execute the plan.
2. USR: The USR must be submitted 30 days prior to the proposed shutdown. The DESIGN-BUILDER shall submit all USR forms, including the Application, Impact Analysis and Impact Analysis Checklist. These forms will enable the primary stakeholders to be notified of the time and date of shutdown, the type of shutdown, specific location, affected systems, point of contacts, proposed work and mitigation plans. The DESIGN-BUILDER must field verify all existing conditions prior to the start of the utility shutdown. The DESIGN-BUILDER should be aware of LAWA blackout days during holiday construction restriction periods. Only LAWA is permitted to disrupt or disconnect any utility system. The DESIGN-BUILDER is responsible for contacting the Airport Response Coordination Center (ARCC) thirty (30) minutes prior to the actual utility shutdown and immediately following the utility restart.
3. ASR: The ASR must be submitted 30 days prior to the proposed shutdown. The DESIGN-BUILDER shall submit all ASR forms, including the Application, Impact

Analysis and Impact Analysis Checklist. These forms will enable the primary stakeholders to be notified of the time and date of shutdown, the type of shutdown, specific location and operational zone, affected parties and facilities, points of contact, proposed work and mitigation plans. The DESIGN-BUILDER must field verify all existing conditions prior to the start of the area shutdown. The DESIGN-BUILDER should be aware of LAWA blackout days during holiday construction restriction periods. The DESIGN-BUILDER is responsible for contacting the ARCC thirty (30) minutes prior to the actual shutdown and immediately following the restoration of operations. The required forms are attached hereto. Please note that the DESIGN-BUILDER must use the most current form.

4. LAWA will provide the successful bidder with the latest copies of the USR and ASR forms that shall be used for this project.
5. LIR; DESIGN-BUILDER may also be required to obtain approved LIR through LAWA CALM group.

9. PROTECTION

- A. All utilities encountered along the line of the work shall be maintained continuously in service during all the operations under the contract, unless otherwise agreed to by the utility and LAWA. Utilities shall include, but not be limited to, all above or below ground conduit, pipes, wet wells, ducts, cables, and appurtenances associated with oil, gas, water, steam, irrigation, sewer, storm drain, wastewater, air, electrical, power, instrumentation, communication, telephone, TV, and lighting systems, whether or not owned by the city. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.
- B. Where protection is required to ensure support of existing utilities, the DESIGN-BUILDER shall, unless otherwise provided, furnish and place the necessary protection at its expense.
- C. Upon learning of the existence and location of any utility omitted from or shown inaccurately on the plans, the DESIGN-BUILDER shall immediately notify LAWA in writing.
- D. Fire and police call boxes and conduits shall be protected by the DESIGN-BUILDER. Should any of these facilities be damaged by the DESIGN-BUILDER's operations, immediate notification shall be given to LAWA. Damaged facilities will be replaced by LAWA at the DESIGN-BUILDER's expense.
- E. When placing concrete around or contiguous to any non-metallic utility installation, the DESIGN-BUILDER shall:
 1. Furnish and install a 2-inch cushion of expansion joint material or other similar resilient material; or
 2. Provide a sleeve or other opening which will result in a 2-inch minimum-clear annular space between the concrete and the utility; or
 3. Provide other acceptable means to prevent embedment in or bonding to the concrete.
- F. Where concrete is used for backfill or for structures which would result in embedment, or partial embedment of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the DESIGN-BUILDER's operations, the DESIGN-BUILDER shall notify LAWA and arrange to secure the advice of the affected utility regarding the procedures required to maintain or restore the integrity of the system.

- G. All new underground utility conduits shall have a minimum cover of eighteen (18) inches and shall have identifying detectable tape placed in the trench above the conduit. The detection tape shall be made of metalized foil laminated between two layers of inert plastic film, six (6) inches wide and a minimum of 4.5 mils thick, as described here:
 - 1. Safety Red = Electric and lighting conduit and cables.
 - 2. Safety Yellow = Gas, oil, steam, petroleum or gaseous materials.
 - 3. Safety Orange = Telephone, alarm, or signal cables and conduit.
 - 4. Safety Blue = Potable water or irrigation.
 - 5. Safety Green = Sewer or drain lines.
- H. The detection tape shall be placed directly above and reasonably horizontal for the full length of the conduit. For conduits with less than four (4) feet of cover, install tape four (4) to eighteen (18) inches below the subgrade surface and at least twelve (12) inches above the conduit. For conduits with more than four (4) feet of cover, install tape at least three (3) feet above the conduit.
- I. Upon completion of the Work, the DESIGN-BUILDER shall remove all enclosures or protective coverings and leave the work area in a finished condition.

10. DAMAGE TO EXISTING UTILITIES AND IMPROVEMENTS

- A. The DESIGN-BUILDER shall protect all existing utilities and improvements not designated for removal. Physical protection of utilities in proximity of pavement sections shall be provided by the DESIGN-BUILDER in all cases. Except where noted on the plans, encasement protection of utilities in proximity of pavement sections shall require prior approval of LAWA. Protection of utilities shall be as indicated on the plans or as required for DESIGN-BUILDER's operations.
- B. Any utility or improvement that is damaged by the DESIGN-BUILDER shall be immediately reported in writing to LAWA and immediately repaired to a condition equal to or better than the condition they were in prior to such damage. Repair Work shall be continuous until the utility or improvement is placed back in service.
- C. The provisions of this Subsection shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.
- D. All repairs to a damaged utility or improvement shall be inspected and approved by an authorized representative of the utility or improvement before being concealed by backfill or other Work.
- E. In case of damage, which in the opinion of LAWA threatens the safety of persons or property, the DESIGN-BUILDER shall immediately make all repairs necessary for removal of the hazard. Should the DESIGN-BUILDER fail to take prompt action to this end, LAWA has the option to remove any hazard resulting from damages caused by the DESIGN-BUILDER without waiving any other rights LAWA may have, and costs will be charged to the DESIGN-BUILDER.
- F. If an existing utility or substructure was not shown in the original contract documents, but has been made known to the DESIGN-BUILDER prior to excavation, the utility or substructure shall be considered as an existing known condition. Under these circumstances, the DESIGN-BUILDER shall be responsible for protecting the utility. Damage

to a utility, which has been made known to the DESIGN-BUILDER, shall be repaired by the DESIGN-BUILDER. The DESIGN-BUILDER shall, at its own expense, satisfactorily repair damage to any known pipeline, sewer, conduit, utility, or other underground structure which may result from its operations or negligence. If it is necessary for LAWA to repair such damage, the DESIGN-BUILDER shall be billed for and shall pay the actual cost to LAWA for labor and materials plus fifteen percent (15%) administrative costs.

- G. All materials, labor, supervision and incidentals necessary to construct protections as detailed on the plans or as needed for DESIGN-BUILDER's operations will be considered incidental to the related bid items in the project.

11. REMOVAL

- A. Unless otherwise specified, the DESIGN-BUILDER shall remove all interfering portions of utilities shown on the plans as "abandoned" or "to be abandoned in place". Before starting removal operations, the DESIGN-BUILDER shall ascertain from LAWA whether the abandonment is complete. If abandoned in-place, the DESIGN-BUILDER shall identify and record all utilities. Abandonments must be done in accordance to the applicable codes and specifications.
- B. The DESIGN-BUILDER shall remove all wire from an electrical duct bank that is being abandoned and disconnect same from servicing panel. Such wire shall be disposed of at LAWA's discretion.

12. AVOIDING RELOCATIONS AND MINIMIZING OWNER COSTS

- A. In finalizing the design of the project, DESIGN-BUILDER shall consider the location of utilities and potential impact of utility work, and make good faith efforts to:
 - 1. Avoid impacts on utilities to the extent practicable;
 - 2. Protect in place to the extent practicable;
 - 3. Minimize relocations to the extent practicable; and
 - 4. Minimize the potential costs and delays relating to utility work to the extent practicable.

13. RELOCATION

- A. Where the proper completion of the work requires the temporary or permanent relocation and/or removal of an existing utility or other improvement which is shown on the plans, and in coordination with the construction phasing requirements, the DESIGN-BUILDER shall at its own expense and without unnecessary delay, temporarily or permanently relocate or replace such utility or improvement in a manner satisfactory to LAWA and the owner of the utility. All cases of such temporary relocation, removal, or restoration shall be accomplished by the DESIGN-BUILDER in a manner that will restore or replace the utility or improvement, as nearly as possible to its former location, and to as good or better condition than found prior to removal.
- B. All existing utilities relocated by the DESIGN-BUILDER shall not be out of service for more than one continuous four (4) hour period, unless otherwise specified. This four (4) hour shutdown period for switch-over shall be performed at night.

- C. All relocated utilities shall be surveyed and mapped in accordance with LAWA utility as-built survey standards, data collection and recording requirements for new utility infrastructure.

14. DESIGN-BUILDER'S RESPONSIBILITY

- A. The DESIGN-BUILDER shall be responsible for performing the work without regard to any of the following:
 - 1. Whether or not the utility was indicated on the composite utility drawings, or is indicated, whether or not the utility was identified with "reasonable accuracy" therein;
 - 2. Any additions or modifications that may have been made to the utility service since the proposal date
 - 3. The accuracy or inaccuracy of any of any other information provided by the Authority concerning the utility

END OF PR-7 UTILITIES

PR-08 REQUESTS FOR INFORMATION

1. GENERAL

This Section covers general requirements for both the DESIGN-BUILDER's and Owner's Requests for Information (RFI).

2. REQUIREMENTS

- A. The DESIGN-BUILDER shall prepare and transmit all RFIs and associated documents promptly and in conformance with the approved project schedule so as not to delay the progress of the work.
- B. The DESIGN-BUILDER shall transmit all RFIs and associated documents to LAWA electronically using LAWA's Prolog database or other LAWA project manager software.
- C. The DESIGN-BUILDER shall continue all work necessary to maintain project progress while waiting for LAWA to reply to a RFI, unless otherwise directed by LAWA in writing.

3. DESIGN-BUILDER'S REQUESTS FOR INFORMATION

- A. The DESIGN-BUILDER's Engineer of Record (EOR) shall be the primary reviewer and responder of RFIs from the DESIGN-BUILDER's construction staff and/or their subcontractors.
- B. The DESIGN-BUILDER shall review and sign all RFIs and responses prior to submitting to LAWA to verify conformance to the contract.
- C. The DESIGN-BUILDER shall log all RFIs and responses into LAWA's Prolog database or other LAWA project manager software within three (3) working days of receipt of the RFI or response.
- D. LAWA will review the RFIs and responses for informational purposes only, and shall have no responsibility for RFI content, responses or approval of RFIs between the DESIGN-BUILDER and their Designers and/or Subcontractors.
- E. The DESIGN-BUILDER shall submit RFIs to LAWA for LAWA's response when one or more of the following conditions apply:
 - 1. The DESIGN-BUILDER requires formal clarification of the content and/or requirements in one or more of the contract documents and/or reference documents provided by LAWA.
 - 2. The DESIGN-BUILDER would like to formally propose a clarification to their plans and/or specifications after the associated CGMP or GMP has been established, and/or changes that have the potential to affect their conformance to the contract documents.
 - 3. An unforeseen condition or constructability issue arises requiring LAWA's input.
- F. The DESIGN-BUILDER and their subcontractors shall submit all RFIs in a timely manner so as not to interfere with or impede the progress of the work.
- G. The DESIGN-BUILDER shall submit any RFI requiring LAWA's response as follows:
 - 1. Submit a legible written request on a form provided by LAWA or on a form approved in advance by LAWA. Include the following information:

- a. Project Name (including GMP and/or CGMP package number)
 - b. Date of submittal to LAWA.
 - c. Date that the DESIGN-BUILDER identified the condition requiring the RFI.
 - d. Name, address, telephone, and email address of the DESIGN-BUILDER.
 - e. Contract and/or reference documents (i.e. Specification section and/or page numbers, drawing sheet numbers, detail numbers, etc.).
 - f. Clear, concise explanation of information or clarification requested.
 - g. Desired response date.
 - h. Proposed solution.
2. Each page of each attachment to the RFI shall bear the project title and RFI number in the lower right corner.
 3. Each RFI shall be identified by sequential numbering. Multiple questions within a single RFI shall be numbered sequentially within.
 4. DESIGN-BUILDER shall allow a minimum of five (5) working days for LAWA's response to each RFI.

4. LAWA'S REQUEST FOR INFORMATION

- A. LAWA may choose to issue RFIs to the DESIGN-BUILDER to obtain formal clarification of the content and/or requirements in one or more of the contract documents and/or reference Documents provided by the DESIGN-BUILDER, or to obtain a formal explanation for an action taken by the DESIGN-BUILDER.
- B. LAWA will issue RFIs to the DESIGN-BUILDER in writing through LAWA's Prolog database or other LAWA project manager software, and DESIGN-BUILDER shall provide written responses within the same database and software.
- C. The DESIGN-BUILDER shall provide a written response to all LAWA RFI within five (5) working days of issuance. DESIGN-BUILDER may request in writing a specified time extension to the RFIs response and provide reasonable justification for the requested time extension subject to LAWA's approval.

5. THIRD PARTY REQUEST FOR INFORMATION

DESIGN-BUILDER shall be solely responsible for all coordination and submission to AHJ's/Third parties. All RFI's to/from AHJ/third party's shall be copied to LAWA.

6. QUALITY ASSURANCE

- A. The DESIGN-BUILDER shall carefully review the contract documents, and incorporate those requirements into their RFIs and responses.
- B. The DESIGN-BUILDER shall not use a RFI for the following purpose:
 1. To request approval of submittals (see PR-09).
 2. To request approval of substitutions (see PR-10).
 3. To request changes to the contract documents.

- C. LAWA's responses to RFIs shall not be construed as approvals to perform extra work or to change the requirements of the contract documents. If the DESIGN-BUILDER believes that a response to an RFI may result in a change to the contract price and/or time, then DESIGN-BUILDER shall notify LAWA, in accordance with the change provisions of the contract. If DESIGN-BUILDER believes that a LAWA response to an RFI results in a change the DESIGN-BUILDER is to submit a CPCN to LAWA within 7 days.

END OF PR-08 REQUEST FOR INFORMATION

PR-09 SUBMITTAL PROCEDURES

1. GENERAL

This section includes administrative & procedural requirements for submitting shop drawings, product data, samples, quality control reports, and other submittals as identified in the technical specifications, project requirements, contract documents, and scoping documents. For submittals related to CADD and or BIM modeling, refer to Project Requirements (PR-21) for Building Information Model (BIM) and VDC Coordination. For additional requirements for pre-construction/design phase submittals; comply with PR-01 and PR-11.

2. SUBMITTALS SCHEDULE

A. The DESIGN-BUILDER shall submit a submittal schedule no later than twenty one (21) days after the Notice to Proceed (NTP), arranged in chronological order by dates required by the project schedule. The DESIGN-BUILDER shall include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates, and include additional time required for making corrections or modifications to submittals noted by LAWA and additional time for handling and reviewing submittals required by those corrections.

1. The DESIGN-BUILDER shall coordinate their submittal schedule with their subcontractors, schedule of values, and the project schedule.
2. The DESIGN-BUILDER shall provide an initial submittal schedule within their proposal. The initial submittal schedule shall include all submittals required during the first 60 days of construction, and key submittals required to maintain orderly progress of the Work, such as submittals for items with long lead times for fabrication and/or delivery.
3. The DESIGN-BUILDER shall provide a final submittal schedule not later than 21 days after the NTP.
4. The DESIGN-BUILDER shall provide their submittal schedule in tabular format with the following information:
 - a. Scheduled date for first submittal
 - b. Specification section number and title
 - c. Submittal category: "Action", "Informational"
 - d. Description of the work covered
 - e. Scheduled date for LAWA's final release or approval
 - f. Scheduled dates for purchasing
 - g. Scheduled dates for installation
 - h. Activity or event number

3. Submittal packaging REQUIREMENTS

A. The DESIGN-BUILDER shall prepare and provide all submittal items required for each specification section concurrently. However, the DESIGN-BUILDER shall provide "Action" submittals and "Informational" submittals required by the same Specification section as separate packages under separate transmittals in Prolog or other LAWA project management

software.

- B. DESIGN-BUILDER shall identify any and all related submittals requiring coordination on each submittal transmittal.
- C. DESIGN-BUILDER shall coordinate different types of submittals for related parts of the work so that processing will not be delayed because of the need to review submittals concurrently for coordination. LAWA reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received. LAWA's review period will not begin until all related submittals are received by LAWA.

4. SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. DESIGN-BUILDER shall prepare and transmit all project related documents and submittals in conformance with the project schedule so as not to delay the progress of the work. Any delay in procurement and/or construction associated with submittals and/or resubmittals is solely the responsibility of the DESIGN-BUILDER, and no additional time nor compensation shall be granted by LAWA.
- B. DESIGN-BUILDER shall provide 3 hard copies and 2 electronic copies of all submittals. Electronic copies shall be provided in both .pdf and editable native formats (.docx, .xlsx, .pptx, .mpp, .xer, .dwg, .dwf, etc.), unless otherwise specified. See PR-21 for BIM and VDC requirements.
- C. DESIGN-BUILDER shall transmit electronic copies of all submittals to LAWA using LAWA's submittal transmittal form in LAWA's Prolog database or other LAWA project manager software, as well as on a flash drive, hard drive, or CD.
- D. Submittals received from sources other than the DESIGN-BUILDER (i.e. subcontractors, material suppliers, etc.) will be returned by LAWA with no action taken.

5. SUBMITTAL PROCEDURES

- A. DESIGN-BUILDER shall prepare, review, approve, and transmit all required submittals and any necessary re-submittals.
- B. DESIGN-BUILDER shall provide a complete review by their Engineer of Record (EOR) of all submittals, prior to transmitting the submittal to LAWA. DESIGN-BUILDER shall provide a stamp of "Approval" from the EOR - as well any conditions of the approval - on the cover sheet of each submittal. The "Approval" from the EOR shall clearly demonstrate that the submittal has been confirmed to be in conformance with the contract documents.
- C. DESIGN-BUILDER shall further provide an independent review to ensure that the submittal is clear, accurate, organized, complete, and in conformance with the contract. This review is particularly important for submittals that were prepared by the EOR (such as design-package submittals).
- D. DESIGN-BUILDER shall coordinate preparation and processing of submittals with performance of construction activities (purchasing, fabrication, testing, delivery, installation, quality-control, predecessor & successor activities, etc.).
- E. DESIGN-BUILDER shall identify each submittal as an "Action" Submittal or "Informational" submittal.
- F. DESIGN-BUILDER shall submit all shop drawings, product data and samples in accordance

with the contract documents and approved schedule. Time for review shall commence on LAWA's receipt of the complete submittal package.

1. LAWA review period shall be twenty one (21) calendar days unless otherwise modified by the contract documents. Allow additional time if processing must be delayed to allow for coordination with subsequent submittals. LAWA will advise DESIGN-BUILDER when a submittal being processed must be delayed for coordination. Delaying submittal to facilitate coordination between submittals shall not constitute a delay of the work nor shall it be the basis for an extension of time or compensation.
 2. If resubmittal is necessary, process it in the same manner as original submittal and clearly identify as a resubmittal. For resubmittal, the DESIGN-BUILDER shall reference the original submittal.
 3. Number of days for processing each resubmittal shall be the same duration as the original review period for submittals.
 4. No extension of the contract time will be authorized because of the DESIGN-BUILDER's failure to transmit submittals enough in advance of the Work to permit processing.
- G. DESIGN-BUILDER shall place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Include the following information on label for processing and recording action taken:
 - a. Project name
 - b. Date
 - c. Terminal or project site (if applicable)
 - d. Name and address of LAWA project manager
 - e. Name and address of DESIGN-BUILDER
 - f. Name and address of subcontractor
 - g. Name and address of supplier
 - h. Name and address of manufacturer/fabricator
 - i. Unique identifier (Submittal #), including revision number.
 - j. Number and title of appropriate specification Section
 - k. Drawing number and detail references, as appropriate
 - l. Other necessary identification
 - m. Response to comments and/or revisions from previous submittals
 - n. Specifically identify, by itemizing in a list on the transmittal, any deviations from the contract documents
 - o. Identify a list of other related submittals that require coordination.
 - p. DESIGN-BUILDER's signature
- E. DESIGN-BUILDER shall clearly identify all deviations from the contract documents by either highlight, encircle, and/or itemize deviations on submittals.
- F. DESIGN-BUILDER shall indicate if they are providing third-party shop-inspection for each

submittal, and/or if they are requesting shop-inspection to be provided by LAWA. LAWA reserves the right to perform shop-inspection at their own discretion, and will make this determination for each product based on the location of fabrication, the complexity and sensitivity of the fabrication process, the criticality of the product, and other factors as needed.

- G. When required, updated submittals shall be provided by the DESIGN-BUILDER in the same manner as the original submittal, but with a sequential revision number. original submittals shall be considered Revision 0.
- H. DESIGN-BUILDER shall furnish copies of final submittals, including responses from LAWA and the EOR, to manufacturers, subcontractors, suppliers, fabricators, installers, AHJ and others as necessary for performance of construction activities.
- I. DESIGN-BUILDER shall use only the final version of submittals for construction, including the complete responses from LAWA and the EOR.
- J. Substitution requests are not allowed in the form of submittals. Review and acceptance of a submittal does not constitute approval of a substitution. See PR-10 for additional information regarding substitution requests.

6. SUBMITTAL TYPES

A. Product Data

- 1. DESIGN-BUILDER shall collect product data into a submittal package for each element of construction or system. Product data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where product data must be specially prepared because standard printed data is not suitable for use, DESIGN-BUILDER shall submit as "Shop Drawings."
- 2. DESIGN-BUILDER shall clearly mark each copy to indicate the applicable choices and options to be provided, and demonstrate that the proposed selections are in conformance with the contract. This includes, but is not limited to, model number, type, size, color, quantity, supplemental options and/or accessories, etc.
- 3. DESIGN-BUILDER shall clearly markup product data sheets to delete information that is not applicable to the work, and highlight the applicable information only.
- 4. LAWA will return product data sheets that are submitted with extraneous information not deleted and/or modified to the DESIGN-BUILDER without review.
- 5. DESIGN-BUILDER shall include the following information:
 - a. Manufacturer's written recommendations
 - b. Manufacturer's product specifications
 - c. Manufacturer's installation instructions
 - d. Manufacturer's catalog cuts
 - e. Standard color charts, if any
 - f. Wiring diagrams showing factory-installed wiring
 - g. Printed performance curves
 - h. Operational range diagrams

- i. Operations and Maintenance (O&M) manuals
- j. Compliance with recognized trade association standards and/or testing standards
- k. Testing and/or quality control measures for the product
- l. Notation of dimensions verified by field measurement
- m. Notation of location and/or coordination requirements

B. Shop Drawings

1. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the DESIGN-BUILDER or any their subcontractors, manufacturers, suppliers, or distributors and which illustrates some portion of the work.
2. All shop drawings shall include plans, profiles, sections and details that clearly demonstrate the size, orientation, dimensions, etc. of all components; the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work; and other pertinent details. When required, engineering computations prepared by a registered engineer, licensed by the State of California, Board of Professional Engineers and Land Surveyors, shall be submitted.
3. Shop drawing submittals shall include a list of drawings submitted, and a list of the sheets and/or specification sections related to the items.
4. DESIGN-BUILDER may proceed with fabrication at their own risk at any time in order to maintain project schedule. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the DESIGN-BUILDER's risk and expense. Any duplicative and/or corrective actions resulting from such work shall be performed at no cost to LAWA; no additional time nor compensation shall be granted.
5. Preparation: Include the following information, as applicable:
 - a. Dimensions
 - b. Identification of products
 - c. Fabrication and installation drawings
 - d. Roughing-in and setting diagrams
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring
 - f. Shopwork manufacturing instructions
 - g. Templates and patterns
 - h. Schedules
 - i. Design calculations
 - j. Compliance with specified standards
 - k. Notation of location requirements
 - l. Notation of dimensions established by field measurement
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring

- C. Samples: Comply with the contract documents as follows and prepare physical units of materials or products, including the following:
1. Submit full-size units or samples of size indicated, prepared from the same material to be used for the work, cured, and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; cables showing color; color range sets; and components used for independent testing and inspection.
 2. Preparation: Mount, display, or package samples in manner specified to facilitate review of qualities indicated. Prepare samples to match LAWA's sample where so indicated. Attach label on unexposed side that includes the following:
 - a. Generic description of sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.
 3. Submit samples for review of kind and color for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed. LAWA shall have twenty one (21) days to review a sample. If the sample is rejected, LAWA shall have the same review period as the original sample. It is the DESIGN-BUILDER's responsibility to submit the required samples in a timely manner such that the re-approval, purchase, and delivery of the material do not delay the contract.
 - a. If variation in color or other characteristic is inherent in the product represented by a sample, submit at least three sets of samples that show the range of variations.
 - b. Refer to individual specification sections for requirements for samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.
 - c. Samples shall be identified per these project requirements and the contract documents.
 4. Number of samples: Submit seven (7) sets of samples. LAWA will retain five (5) sample sets; two will be returned to the DESIGN-BUILDER.
 - a. Submit a single sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 5. Systems Submittals: Identify submittals for systems on the transmittal and act upon the system singularly as a combined submittal. If resubmission is required, resubmit entire system submittal.
 6. Disposition: Maintain sets of approved samples at project site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual specification sections. Such samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the work, or otherwise designated as the LAWA's property, are the property of the DESIGN-BUILDER.

- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- H. Material Test Reports: Prepare reports written by a qualified testing firm /agency approved by LAWA, on LAWA's standard testing form, indicating and interpreting test results of material for compliance with requirements.
- I. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, approved by LAWA, on testing agency's standard form, indicating, and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- J. Compatibility Test Reports: Prepare reports written by a qualified testing agency approved by LAWA, on testing agency's standard form, indicating, and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- K. Field Test Reports: Prepare reports written by a qualified testing firm /agency approved by LAWA, on LAWA's standard testing form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with contract requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Final Test Results: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- N. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization
 - 2. Date of evaluation
 - 3. Time period when report is in effect
 - 4. Product and manufacturers' names
 - 5. Description of product
 - 6. Test procedures and results
 - 7. Limitations of use
- O. Design Data: Prepare written and graphic information, including, but not limited to,

performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions, other performance and design criteria, and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Sequence of installation or erection
 2. Required installation tolerances
 3. Required adjustments
 4. Recommendations for cleaning and protection
- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory authorized service representative making report.
 2. Statement that products at project site comply with requirements.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Statement whether conditions, products, and installation will affect warranty.
 6. Other required items indicated in individual specification sections.

7. LAWA'S ACTION

- A. LAWA will not review submittals that do meet the requirements herein. If received, LAWA will return those submittals to the DESIGN-BUILDER without action.
- B. LAWA's review of submittals is only of general conformance with the design concept of the project, and general compliance with the contract documents. LAWA's review shall not relieve the DESIGN-BUILDER of the full responsibility for providing materials, equipment, and Work required by the contract; the proper fitting and construction of the Work; the accuracy and completeness of the submittals; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.
- C. LAWA will review each properly executed submittal, make marks to indicate corrections or modifications required, and return them to the DESIGN-BUILDER. LAWA will mark each submittal as follows:
1. NO EXCEPTION TAKEN (A). No further review of submittal required. Fabrication, manufacture, or construction may proceed.
 2. Exceptions As Noted (B). Update submittal and resubmit. Fabrication, manufacture, or construction may proceed, provided submittal complies with LAWA's notations and contract documents. If the DESIGN-BUILDER cannot comply with the notations, make revisions and resubmit as described for submittals marked "C" action.

3. NO Exceptions taken, Resubmit with complete group submittal. Individual item as submitted appears to meet requirements of contract documents. Final determination will be based on complete submittal of group that interfaces together. Resubmittal required.
 4. REVISE AND RESUBMIT (C). Update submittal and resubmit. Fabrication, manufacture, or construction may NOT proceed; submittal did not demonstrate full extent of all conditions, details, and coordination with other surrounding work and therefore requires additional information and record as noted. Do not fabricate, manufacture, or construct specific areas requiring additional information prior to re-submittal.
 5. REJECTED/RESUBMITTAL REQUIRED (D). Submittal does not comply with the design intent of the contract documents. Make revisions and resubmit.
 6. INFORMATION RECEIVED (E). No further action is required. This submittal is classified as "Informational", and will not be reviewed by LAWA. The DESIGN-BUILDER's Designer of Record (DOR) is responsible for validating conformance to the contract documents.
- D. Submittals not required by the contract documents will not be reviewed and returned to the DESIGN-BUILDER.

8. COORDINATION DRAWINGS

- A. DESIGN-BUILDER shall produce coordination drawings in collaboration with their subcontractors to show the inter-relationships, constraints and sequencing of work by the various trades.
- B. DESIGN-BUILDER shall submit one (1) electronic copy of all submittals approved by the Authority having Jurisdiction other than LAWA.
- C. DESIGN-BUILDER shall submit one (1) electronic copy of all trade-coordination drawings developed by the DESIGN-BUILDER and/or their subcontractors.

9. OTHER SUBMITTALS

All other submittals not specifically defined in this section shall be in compliance with the contract documents and requirements of this section for submittals.

END OF PR-09 SUBMITTAL PROCEDURES

PR-10 PRODUCTS, MATERIAL, AND EQUIPMENT SUBSTITUTIONS

1. GENERAL

This Section includes administrative and procedural requirements governing DESIGN-BUILDER's selection of products, materials, and equipment for use in the project.

2. REQUIREMENTS

A. Request for changes in products, materials, equipment, and methods of construction required by contract documents proposed by DESIGN-BUILDER after award of the contract are considered "substitutions." All such substitution requests shall be submitted to LAWA no later than forty five (45) days prior to procurement/order. Refer to this section for the procedures to request substitution. Product, material, and equipment substitution form will be provided to the successful bidder at the pre-construction meeting. The following are NOT considered to be requests for substitutions:

1. Substitutions requested during the bid period, and accepted by addendum into the contract documents prior to submission of bids.
2. Revisions to contract documents requested by LAWA.
3. Specified options of products and construction methods included in the contract documents.
4. DESIGN-BUILDER's determination of, and compliance with, governing regulations and orders Issued by governing authorities.

B. Available products, materials, equipment, and methods of construction that may be incorporated in work are indicated and specified in the contract documents. Use of catalog numbers, and specific requirements set forth in the drawings and specifications, are not intended to preclude use of other acceptable manufacturer's products or procedures which may be equivalent, but are given the purpose of establishing standard of quality for materials, construction, and workmanship.

C. Equivalent products of manufacturers named as acceptable manufacturers may be submitted for approval. Equivalent products of manufacturers not named as acceptable manufacturers are subject to submittal requirements for substitutions specified in this section.

D. Determination of equivalent products, materials, equipment, and method of construction equal in quality and maintainability, functionally and aesthetically equal to the product specified as the basis for design is LAWA's sole judgement.

E. In agreeing to the terms and conditions of the contract, DESIGN-BUILDER has accepted the responsibility to schedule and verify that the specified products will be available when needed to comply with the accepted construction schedule, and to place orders for all required materials in a timely manner to meet the accepted construction schedule, without delay in the work.

Exception: When product numbers or models specified have been discontinued or changed by the specified manufacturer(s) prior to issuance of NTP or signing of the agreement.

F. It is the intent of the contract documents that products incorporated into the project comply with the contract documents. These products shall be:

1. New and undamaged.
 2. Best of their respective kind.
 3. Furnished in a timely manner, in ample quantities to facilitate proper and timely execution of the work.
 4. From one manufacturer for each specific purpose, insofar as practicable.
 5. Complete with all accessories, trim finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 6. Wherever possible, similar types that have been produced and used successfully in similar situations on other projects or in LAWA facilities.
- G. Minimum quantities or quality levels: In every instance the quantity or quality level shown or specified is the minimum to be provided or performed.
1. Within specified tolerances, the actual installation may comply exactly with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits.
 2. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
 3. Refer instances of uncertainty through the RFI process to LAWA for a decision before proceeding.
- H. Compatibility of options: When DESIGN-BUILDER is given the option of selecting between two (2) or more products for use on the project, DESIGN-BUILDER shall verify that product selected will be compatible with the products previously selected, even if previously selected products were also options.
- I. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturers or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view.
1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is inconspicuous.
 2. Equipment nameplates:
 - a. Provide a permanent nameplate on each item of service-connected or power-operated equipment.
 - b. Locate on an easily accessible surface that is inconspicuous in occupied spaces.
 - c. The nameplate shall contain the following information and other essential operating data:
 - 1) Name of product and manufacturer.
 - 2) Model and serial number.
 - 3) Capacity.
 - 4) Speed.
 - 5) Ratings.
 - d. For additional labeling instructions, refer to the technical specifications of the contract.
- J. Hazardous Material: Notify LAWA and request LAWA's written permission, before incorporating into the project any materials specified by the contract documents which

DESIGN-BUILDER knows or has reason to believe are contaminated by asbestos, radioactive waste, hazardous waste or any materials detrimental to human health and which do not or may not conform to all codes for health, safety, ADA or environmental regulations.

3. DESIGN-BUILDER's OPTIONS

- A. Product selection is governed by the contract documents and governing regulations.
 - 1. Where catalog numbers and specific brands or trade names are not followed by the designation "or equal" or "or approved equal" in conjunction with material or equipment required by the Specifications, no substitutions will be approved.
 - 2. For products specified only by reference standards, select any product meeting standards, by any manufacturer. The product specifications may be subject to review.
 - 3. Where more than one manufacturer's product is specified, the first-named product is the basis for the design used in the Work and the use of alternative-name manufacturer's products or substitutes may require modifications in that design. If such alternatives are proposed by DESIGN-BUILDER and are approved by LAWA, DESIGN-BUILDER shall assume all costs required to make necessary revisions and modifications to the design, including additional costs to LAWA for evaluation of revisions and modifications of the design resulting from the substitutions submitted by DESIGN-BUILDER to LAWA.
 - 4. For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equal," "equal to," "or approved equal," "equivalent to" before or after a specified product and a product substitution is needed, submit a request, as required for a substitution, for that product.

4. SUBSTITUTION REQUESTS

- A. DESIGN-BUILDER shall explicitly identify any deviations from LAWA's requirements, the latest drawings or specifications, or any other contract documents, and shall submit a "Request for Substitution Submittal" to LAWA for review and concurrence with the proposed substitution(s). This includes, but is not limited to, alternative products, systems, materials, equipment, or methods of construction.
- B. The submittal shall contain, as appropriate, detailed product data sheets for the specified items in the substitution. Samples and shop drawings shall also be submitted of the substitution as applicable. The submittal shall contain all the data required to be submitted for acceptance of the originally specified item or process.
- C. DESIGN-BUILDER shall provide a detailed explanation and justification for each proposed substitution, including a comparative analysis of the alternatives considered (including the baseline requirement and/or contract document) with respect to cost, schedule, quality, risk, safety, life expectancy, durability, reliability, ability to be upgraded, ease of interacting with other systems or components, availability of replacement parts, established history of use in similar environments, warranty, performance, maintenance, and operational impacts.
- D. At the request of LAWA, the following information may be requested as part of the substitution Submittal:
 - 1. Utility connections including electrical, plumbing, HVAC, fire protection and controls.
 - 2. Projected energy consumption for one year.

3. Name of the local organization is certified to maintain the item.
 4. Performance characteristics and production rates.
 5. A list of any license fees or royalties that must be paid.
 6. A list of all variations for the item or method specified.
 7. A list of at least three other projects of similar nature to this contract where the products or methods have been in use for at least one year including telephone number and name of the person to contact at these other projects.
 8. An analysis of the effect of the substitution on the schedule and contract cost and on the overall project as it relates to adjoining work.
- E. For any proposed substitution, DESIGN-BUILDER shall accept sole responsibility to ensure that;
1. All minimum quantity and quality levels are achieved,
 2. All necessary products, materials, equipment, and labor are readily available,
 3. All aspects of the substitution are fully compatible with all other products/components,
 4. All necessary permits and/or approvals are obtained by the DESIGN-BUILDER from the AHJ,
 5. All necessary testing and quality-control inspections are provided by the DESIGN-BUILDER,
 6. All related documents (drawings, specifications, submittals, BIM model, etc.) are updated and maintained based on the substitution,
 7. All deviations from LAWA requirements and/or other contract requirements are clearly specified in the request, and
 8. All work can be completed in accordance with all other contract requirements with no additional time nor compensation
- F. DESIGN-BUILDER shall maintain a log of all proposed substitutions, and provide the log to LAWA with each design package submittal (Conceptual, 30%, 60%, 90%, 100%, Record).
- G. LAWA's approval, concurrence or acceptance of any design-package submittal, product submittal, or any submittal other than an explicit "Request for Substitution Submittal," shall not be construed as approval for any proposed substitution. All substitution requests must be provided as separate submittals, complete with all information described herein.
- H. As a condition for submitting a request for substitution the DESIGN-BUILDER waives all rights to claim for extra cost or change in contract time other than those outlined in the request and approved by LAWA. The DESIGN-BUILDER, by submitting a request for substitution, also accepts all liability for cost and scheduling impact on other contractors or the city due to the substitution.

END OF PR-10 PRODUCTS, MATERIAL, AND EQUIPMENT SUBSTITUTIONS

PR-11 DESIGN MANAGEMENT

1. GENERAL

This section includes administrative & procedural requirements for design management.

2. DESIGN DELIVERABLES

- A. DESIGN-BUILDER shall prepare, maintain and provide to LAWA all design packages throughout all stages of the project as described in PR-01. This includes, but is not limited to,
 - 1. Drawings
 - 2. Technical specifications
 - 3. Calculations and reports (narratives, calculations, code-requirements and strategy, alternatives analysis, design decisions, etc.)
 - 4. Model of existing and proposed conditions (PR-21)
 - 5. Cost estimates
 - 6. Schedules
- B. DESIGN-BUILDER shall provide a comprehensive design package for each individual project/task with each formal design submittal. Refer to Volume 2 of the ATMP Landside Improvement Project RFP Document for each task. The documents included in Volume 2 are criteria and scoping documents and are not designs warranted by LAWA.

3. PRECONSTRUCTION DELIVERABLES IN SUPPORT OF DESIGN

- A. DESIGN-BUILDER shall prepare, maintain and provide to LAWA all preconstruction deliverables in support of the design throughout all stages of the project as described in PR-01. This includes, but is not limited to,
 - 1. Site Investigations
 - 2. Phasing and logistics plans
 - a. See the Appendix for "PHASING AND LOGISTICS PLAN EXHIBITS" for graphic examples of the types of information including plan drawings/ diagrams required by LAWA.
 - 3. Work plans and procedures manuals
 - 4. Constructability reviews
 - 5. Long-Lead and Spare Parts Lists
- B. The primary purpose of Preconstruction Services is for the DESIGN-BUILDER to mitigate its risks of preparing inaccurate or incomplete schedules, phasing plans, work plans, and other tools for successfully planning & executing the Work.
- C. DESIGN-BUILDER shall provide a comprehensive preconstruction package for each project with each formal design submittal.

4. DESIGN SERVICES

- A. Specific design requirements may be provided through stakeholder outreach. In the event of any conflicts, the DESIGN-BUILDER shall ensure the highest level of quality is provided in the Project design.
- B. DESIGN-BUILDER shall prepare, maintain and provide all the deliverables at all the design stages described in PR-01. DESIGN-BUILDER shall provide updated drawings with each formal design submittal, and shall keep all drawings up to date as the work progresses.
 - 1. At each design submittal, the DESIGN-BUILDER shall provide both electronic and hard copies in formats and sizes acceptable to the AHJs. The electronic copies shall be provided in both .PDF and native formats (i.e. DWG, DWF, DGN, etc.).
- C. DESIGN-BUILDER shall prepare, maintain, and provide to LAWA all technical specifications as described in PR-01. DESIGN-BUILDER shall provide updated technical specifications with each formal design submittal, and shall keep all technical specifications up to date as the work progresses.
 - 1. DESIGN-BUILDER shall select and edit all technical specification sections for specific project requirements.
 - 2. DESIGN-BUILDER shall investigate and specify the use of locally available construction materials, techniques, and building equipment when practical and appropriate.
- D. DESIGN-BUILDER shall prepare, maintain and provide to LAWA all calculations and reports as described in PR-01. DESIGN-BUILDER shall provide updated calculations and reports with each formal design submittal, and shall keep all calculations and reports up to date as the work progresses.
- E. DESIGN-BUILDER shall prepare, and submit a Notice of Design Change as required by the permitting agency.
 - 1. DESIGN-BUILDER shall provide the Notice of Design Change complete with all affected drawings, specifications, calculations and reports, and other affected design documents, with a corresponding cover page, index and table of contents.
 - 2. DESIGN-BUILDER shall provide the Notice of Design Change to LAWA at the same time they are issued to permitting agencies, and shall provide a monthly summary of the Notice of Design Changes in each monthly report.

5. DESIGN QUALITY

- A. The major activities for implementing the DESIGN-BUILDER's design quality control program shall include as a minimum the following:
 - 1. Identification of project requirements via the design-build criteria and scoping packages included in Volume 2.
 - 2. Identification of project deliverables list and scope.
 - 3. A process for controlling adherence to standardized design procedures and development of specifications, by each responsible engineering discipline.
 - 4. Completion of conformance and compliance checklists by each responsible design/engineering discipline.
 - 5. Checking of design documents for accuracy and completeness.

6. Control of design documentation and format using configuration management plans and design procedures.
 7. Review of upcoming design milestone submittals, including inter-discipline and interface checking/management.
 8. Verification of design review comment resolution and incorporation into design documents.
- B. Each technical design discipline of the DESIGN-BUILDER shall provide objective evidence of checking of the design documents that it develops. The objective evidence, as a minimum, shall include the marked-up and signed checked copies of the final design drawings, models, calculations, and specifications at each design milestone, as applicable.

6. DESIGN REVIEWS

- A. General: The DESIGN-BUILDER shall adhere to the requirements contained herein for the design documents requiring the approval of LAWA for work within LAWA's jurisdiction. DESIGN-BUILDER shall also be responsible for adhering to the requirements of third party jurisdictional agencies having authorization for the approval of its design documents. At the conclusion of each required stage of design, the DESIGN-BUILDER is required to submit its work to LAWA for review, approval, and/or comments, or at a minimum, for informational purposes where LAWA has no approval authority. This should be defined in the permit plan.
- B. Responsibilities: The DESIGN-BUILDER is solely responsible for providing design submittals that are fully comprehensive and complete for the development phase. Incomplete submittals will be rejected and returned for additional work. Any delays or costs incurred resulting from submittals that are not complete to the appropriate level of development as defined by the authorities having jurisdiction, are the responsibility of the DESIGN-BUILDER. It is the responsibility of DESIGN-BUILDER to assure that submittal procedural requirements are met for all design documents and that they meet the requirements of the authorities having jurisdiction.
- C. Procedures: The DESIGN-BUILDER shall submit the required and appropriately developed design document deliverables to the AHJ and LAWA in the prescribed quantities and utilizing the required media. The DESIGN-BUILDER will reconcile comments and provide written responses to all design document comments. The DESIGN-BUILDER will then incorporate the required changes to the design documents, if any, in the next submittal. If the submittal is determined to be unacceptable by AHJ or LAWA, the DESIGN-BUILDER will be notified accordingly. Delays incurred by rejection of the submittal are the responsibility of the DESIGN-BUILDER and no allowances will be made.

7. DRAWING, DATA AND CONFIGURATION MANAGEMENT

- A. DESIGN-BUILDER shall prepare & maintain all drawings in the most recent version of AutoCAD, and any additional CAD format required by the AHJs, and in accordance with the BIM execution plan and the project requirements (PR-21). This includes drawing organization, appearance, presentation, naming conventions, numbering conventions, layering and other CAD related standards.
- B. DESIGN-BUILDER shall prepare drawings for Third Party jurisdictional approval following the latest applicable standard for that agency.

- C. DESIGN-BUILDER shall prepare & maintain all BIM files in accordance with LAWA's latest BIM standards.
- D. DESIGN-BUILDER shall prepare & implement a BIM execution plan and a model of existing and proposed conditions in accordance with the contract (PR-21).
- E. The DESIGN-BUILDER shall develop configuration management and document control procedures, which once reviewed and accepted by LAWA, govern the DESIGN-BUILDER's work. The procedures include provisions and methods for document development and maintenance. The consultant shall adhere to these configuration management and document control procedures throughout the life of the contract.
- F. Any person developing design correspondence, calculations, drawings, specifications and/or reports is responsible for adhering to the approved configuration management and document control requirements and plans.
- G. The DESIGN-BUILDER shall designate a staff member (or members) to be responsible, at a minimum, for the following activities:
 - 1. Recommending documents to be controlled and the individuals, positions and interrelationships necessary for preparation, review, approval, issue, revision, and maintenance of such documents
 - 2. Reviewing documents for adequacy, completeness, and correctness before approval and issue
 - 3. Assisting and providing information to groups responsible for change control
 - 4. Implementing applicable controls of design, procurement, inspection, and testing documents
 - 5. Identifying documents with approval status such as matching the requirements of the contract with design deliverables
 - 6. Dispositioning design review comments
 - 7. Updating baseline documents
 - 8. Where applicable, the configuration management plan must be consistent with the BIM execution plan's (BxP's) stated configuration management requirements.
- H. DESIGN-BUILDERS formal configuration control of documents will begin prior to the preliminary design (60%) milestone.

4. STANDARDS AND CODES

- A. DESIGN-BUILDER shall comply with the following:
 - 1) Verify the applicability of all latest standards and codes that are referenced in their contract documents (drawings, technical specifications, calculations & reports, etc.).
 - 2) Provide a summary list of all standards and codes that are referenced in their contract documents.
 - 3) Be in possession of all standards and codes referenced in their contract documents.
 - 4) Be familiar with all standards and codes referenced in their contract documents, and shall provide excerpts and/or specific sections to LAWA upon request.
 - 5) When design standards which are developed by agencies or organizations independent

of LAWA (LADWP, DOT, CALTRANS, FAA, LABOE, etc.), the design standards are to be incorporated into the project design. All necessary information and details regarding these standards must be included in the design and construction documents in the required format, and may not be included by reference only.

- 6) When design standards are developed by LAWA (for instance standards included in the LAWA DCH (Design and Construction Handbook)) the design standards are to be incorporated into the project design. All necessary information and details regarding these standards must be included in the design and construction documents in the required format, and may not be included by reference only. Only Projects in the CTA, AOA, or on LAWA property; such as LAWA Employee Lot South shall comply with the LAWA DCH.

5. CHECKLISTS

DESIGN-BUILDER shall complete documentation in accordance with each applicable agency checklist. Checklists shall be completed prior to submittal to the agency and transmitted to all City and State Agencies as well as LAWA. The Appendix includes checklists provided from most (but not necessarily all AHJ's). DESIGN-BUILDER to obtain checklists from any other agency that may have jurisdiction.

END OF PR-11 DESIGN MANAGEMENT

PR-12 THIRD PARTY COORDINATION

The DESIGN-BUILDER shall provide coordination of the work with third parties per the requirements of the contract documents and as indicated herein.

1. GENERAL REQUIREMENTS

- A. Except as otherwise required by the contract documents, the DESIGN-BUILDER shall coordinate directly with each third party to identify, collaborate and resolve all items and issues that impact the project in a timely manner. The DESIGN-BUILDER shall invite LAWA to participate in third party coordination. This includes, but is not limited to, the responsibility to setup meetings, obtain permits and approvals from AHJs, design, purchase / acquisition of equipment and materials, construction and inspection. The DESIGN-BUILDER shall copy the LAWA Third Party team on all correspondence with third parties. LAWA and/or the third party (agency or utility) will be inspecting and/or providing oversight to the DESIGN-BUILDER's construction and compliance with their QA/QC requirements, accepted implementation plans and testing. The third party agency inspection / oversight is not intended to replace the DESIGN-BUILDER's primary role for QC and QA of the work, but to oversee compliance to requirements of the contract documents and third party agreements.
- B. Additional information and requirements on utility relocations, protection, and new services is included in PR-07, "Utilities" and Construction General Conditions.
- C. The DESIGN-BUILDER shall coordinate and resolve all third-party items and issues throughout the term, whether or not:
- D. LAWA has had previous discussion with a third party;
- E. LAWA has executed an agreement and/or a memorandum of understanding with a third party;
or
- F. LAWA has or has not identified a third party.

2. THIRD PARTY COORDINATION WORK PLAN

- A. The DESIGN-BUILDER's third party coordination work plan shall include, but not be limited to, the following:
 - 1. A third party coordination manager who shall be assigned exclusively to the project and shall function as the primary contact between the DESIGN-BUILDER and the third parties.
 - 2. A third-party coordination manager whose role and responsibility shall remain active and in force until final completion.
 - 3. Identification of each third party, by contact, type, schedule, and resolution status.
 - 4. Identification of the party responsible for the design, construction, inspection, acceptance and cost of work in accordance with the contract documents.
 - 5. Notification to LAWA of requested betterments.
 - 6. Third-Party-specific coordination meetings from financial close to final completion including the DESIGN-BUILDER and the third party;
 - 7. Creation, maintenance and update on a monthly basis of a report of third party coordination activities.

8. Establishment of the DESIGN-BUILDER's design and construction procedures, processes and schedule for third party work and methodology for ensuring that all third-party work is completed in accordance with the Third-Party coordination work plan.
9. Detailed monthly third-party design submittal schedule and forecast for review with LAWA third party team and third-party agencies.
10. Participation and coordination with LAWA third party team in the bi-weekly City of Los Angeles Single Point of Contact Meeting.

3. PROJECT EXECUTION PLAN

In connection with any third party agreement, the DESIGN-BUILDER shall prepare a project execution plan in accordance with the requirements of the contract.

4. THIRD PARTY AND AGENCY COORDINATION CONTACTS

Contact between City and State agencies, LA Metro and the DESIGN-BUILDER shall be per the procedures set forth in the cooperation agreements and/or Memorandum of Understanding. For third parties not covered by these agreements, the DESIGN-BUILDER is responsible for all coordination activities including identifying and maintaining updated contacts lists.

END OF PR-12 THIRD PARTY COORDINATION

PR-13/14 QUALITY ASSURANCE/QUALITY CONTROL

1 GENERAL

- A. Establish and maintain a Quality Assurance/Quality Control (QA/QC) program. The QA/QC program shall cover design and construction operations on-site and off-site and shall be keyed to the construction sequence.
- B. QA/QC shall implement a program to monitor, verify, and accept the work in conjunction with LAWA inspection services
- C. Program Wide QA/QC PLAN
 - 1. Requirements: Provide for approval by LAWA, a QA/QC plan that covers both on-site and off-site work, and includes the following:
 - 2. A chart showing the QA/QC organizational structure and its relationship to the production side of the DESIGN-BUILDER. The QA/QC team shall be distinct and separate from the design and construction production organization. The QA/QC plan shall define minimum qualifications of quality staff inclusive of education, previous experience and training requirements.
 - 3. Names and qualifications, in resume format, for each person in the QA/QC organization.
 - 4. Duties, responsibilities and authorities of each person in the QA/QC organization.
 - 5. Documentation procedures, including proposed report formats for all reports required herein.
 - 6. A letter signed by an officer of the firm appointing the QA/QC manager and stating that he/she is responsible for managing and implementing the QA/QC program as described herein, and that the QA/QC Manager reports to an officer of the firm, someone other than DESIGN-BUILDER's Project Manager. Include in this letter the QA/QC Manager's authority to direct the stopping, removal and replacement of non-conforming work.
 - 7. Procedures for reviewing, approving and managing submittals. Provide the name(s) of the person(s) in the QA/QC organization authorized to review and certify submittals prior to approval.
 - 8. QA/QC plan shall include procedures control and verify the design in order to ensure that design criteria and requirements of applicable government entities, third parties, and utility owners are met. Design control includes ensuring design requirements are understood, executing design verification activities, and controlling design changes through final completion are all established processes and are being utilized. Design control shall be applied to computer programs, design tables and all other products that produce analytical results which are used to develop or check designs.
- D. Testing laboratory information requirements.
 - 1. A testing plan and log that includes the tests required, referenced by the specification paragraph number requiring the test, test procedures, the frequency, schedule activity number and the person responsible for each test.
 - 2. Procedures to identify, record, track and complete rework items, including schedule activity numbers.
 - 3. A listing of outside organizations such as, architectural and consulting engineering firms that will be employed by DESIGN-BUILDER and a description of the services and resumes

of personnel these firms will provide.

4. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks and requires separate control requirements. As a minimum, unless otherwise approved by LAWA, consider each section of the specifications as a definable feature of work. However, there may be more than one definable feature of work in each section of the specifications.
5. A personnel matrix showing, for each section of the specification, who will review and approve submittals, who will perform and document the three phases of control, and who will perform and document the testing.

E. Project Specific Construction QC Plan

1. The written QC plan shall be submitted to LAWA for review and acceptance at least thirty (30) days before construction activities are scheduled to begin.
2. The QC plan shall be organized to address, as a minimum, the following items:
 - a. Quality control organization and staffing levels for positions expected to be utilized during the construction phase;
 - b. Submittals schedule for each item;
 - c. Controls (either manual or electronic) to assure that only the "Approved for Construction" construction documents are utilized in the Work. This includes provisions for removing superseded versions from the work area, except where explicitly and prominently marked "Void - For Information Only"; such as to retain annotated installation data.
 - d. Identification and status of all QC activities, tests, including QC testing plan, and inspections, including off site source inspections and tests that DESIGN-BUILDER will perform to ensure conformance to the approved contract documents.
 - e. Procedures for identifying and contractually invoking the applicable technical and quality requirements delineated in the contract documents for all vendors supplying materials, parts and services.
 - f. Plans and procedures for receiving, inspecting and accepting material and equipment. These shall include examination of physical condition and compliance with purchasing requirements, including markings for class type and grade, and conformance of approved submittals. These shall also include provisions for:
 - 1) Identifying, tracking, controlling and processing non-conforming items, including notification of LAWA. Non-conforming work shall be identified, documented and evaluated to determine appropriate disposition within 24 hours of DESIGN-BUILDER becoming aware of non-conforming work.
 - 2) Inspection of materials for authenticity to preclude counterfeit parts, for items and attributes of concern identified by LAWA.
 - 3) Verifying for compliance and traceability, maintaining, and turnover to LAWA, certificates of conformance and mill certificates required by contract documents or codes or standards invoked, for materials received.
 - 4) Identify and plan production and installation processes that directly affect quality and ensure these processes are performed under controlled conditions. Special processes, including at a minimum welding, nondestructive testing, and heat treatment, the results of which cannot be directly verified by subsequent inspection

and testing of the product shall be continuously monitored to ensure the quality of the final product.

- g. Requirements for corrective action when quality control and/or acceptance criteria are not met. Corrective action procedures shall include investigation of the root cause of non-conforming Work and determination of action needed to correct non-conforming work and prevent a recurrence.
- h. Technician and inspection staffing levels for each type of operation, including, but not limited to:
 - 1) Formation of embankment, bases, and subbases
 - 2) Grading
 - 3) Asphalt concrete paving
 - 4) Portland cement concrete paving
 - 5) Saw cutting of joints
 - 6) Sealing of joints
 - 7) Compaction of trenches
- i. Construction QC inspection procedures that detail minimum qualifications and experience of personnel, applicable recognized standards and frequency of inspection;
- j. Offsite construction QC inspection procedures and schedule for items fabricated, assembled or manufactured offsite.
- k. Construction QC testing procedures and schedule that identify the approved testing agencies, qualifications and experience of personnel, accreditation information and frequency of tests;
- l. Offsite construction QC testing procedures for manufacturer-provided testing and reporting.
- m. Controls and procedures providing for periodic calibration of testing and measurement equipment, including unique equipment identification and calibration tracking.
- n. Forms and procedures detailing the QC daily inspection report including recorded data, observations and non-complying work.
- o. Procedure for identifying defective work and specific alternative actions to resolve the deficiency.
- p. QC requirements to ensure final inspections and project closeout conform to the contract documents. See Project Close Out (Reference PR27) for requirements and procedures for integrating and coordinating DESIGN-BUILDER's QC activities and LAWA's QA activities.
- q. System description for any automated processes or programs DESIGN-BUILDER may utilize to perform construction QC and management, including any interface with LAWA.
- r. DESIGN-BUILDER is encouraged to add any additional elements to the construction QC plan that it deems necessary to adequately control all production and/or construction processes required by this contract.

2 QUALITY CONTROL ORGANIZATION

- A. DESIGN-BUILDER QC program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel for construction services and how they integrate with other management/production and construction functions. Resumes for personnel shall be included in the QC program plan submittal for approval by LAWA.
- B. The organizational chart shall identify all quality control staff positions by function and shall indicate the total staff required to implement all elements of the QC Program for each item of work. If necessary, different qualified personnel can be utilized for specific functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the QC Program, the laboratory and personnel assigned shall be subject to the qualification requirements of this PR. The organizational chart shall indicate which personnel are contractor employees and which are provided by an outside organization.
- C. The quality control organization shall consist of the following minimum personnel:
 1. QC Managers
 - a. DESIGN-BUILDER shall provide dedicated QC manager(s) to manage the construction QC plan and shall be full-time employees of DESIGN-BUILDER or a consultant specializing in quality management engaged by DESIGN-BUILDER.
 - b. The construction QC manager and designated alternates shall be quality professionals and have a minimum of ten (10) years of experience in major roadways and utilities construction and at least five (5) years shall be recent responsible quality control management experience on a project of comparable size, complexity and scope as this project.
 - c. The QC manager(s) shall have full authority to institute any and all actions necessary for the successful implementation of the QC program across all disciplines to ensure compliance with the contract documents. The QC manager(s) shall report directly to a responsible officer of DESIGN-BUILDER. The QC Manager(s) may not supervise the QC program on more than one project at one time and shall be on-site on a full time basis, to match DESIGN-BUILDER's schedule of construction activities, and shall not be the same individual as, nor be subordinate to, the construction project manager or superintendent.
 - d. No Work or testing may be performed unless the Construction QC Manager or a Designated Alternate QC Manager is on the Project site.
 2. Qualifications for QC Personnel
 - a. DESIGN-BUILDER shall provide sufficient number of quality control personnel necessary to adequately implement all elements of the QC program. These QC personnel shall be architects, engineers, engineering technicians, or construction inspectors with acceptable qualifications that may be met through a combination of education, training, certifications and experience in their area of expertise. Field experience for all areas of expertise shall be a minimum of five (5) years.
 - b. DESIGN-BUILDER shall submit a resume of the experience and qualifications for the proposed contractor's QC personnel to LAWA for review and approval. A personal interview may also be required for each proposed candidate. Only qualified personnel will be accepted to perform the QC functions as required herein.

3. In addition to the QC Managers, the quality control organization shall consist of the following key QC management personnel as appropriate for the applicable disciplines of the Contract:
 - a. QC Staff – In addition to the QC Manager(s), the quality control organization shall consist of the following minimum Lead QC personnel as appropriate for the applicable disciplines of the project:
 - 1) Civil: Professional with ten (10) years minimum field experience in construction of civil works with emphasis on roadways and utilities.
 - 2) Reinforced Concrete: Professional with ten (10) years minimum field experience in construction of reinforced concrete works.
 - 3) In addition to the aforementioned qualifications, DESIGN-BUILDER's QC personnel shall be subject to interview and approval by LAWA.
 - b. The quality control personnel shall report directly to the QC Manager (s) and shall perform the following functions:
 - 1) In-process quality control inspection of all materials, construction, plant, and equipment for conformance to the contract documents, and as required by the project requirements herein.
 - 2) Coordination and performance of all quality control tests as required by the contract documents and the project requirement covering the *QC Testing* herein.

D. Staffing Levels

1. DESIGN-BUILDER shall provide sufficient qualified quality control personnel, as required, to monitor each work activity at all times including but not limited to coordination, fabrication and construction. LAWA will review contractor staffing levels throughout the work period. DESIGN-BUILDER shall appoint separate persons to oversee the administration work and the field work. Where material is being produced in a plant for incorporation into the work, separate plant and field personnel shall be provided at each plant and field placement location as necessary to ensure adequate quality control. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The QC program shall state where different personnel will be required for different work elements, whether construction or testing.

E. Preliminary Work Authorized Prior to Approval:

1. The only work that is authorized to proceed prior to the approval of the QA/QC Plan is mobilization of storage and office trailers and surveying, the preparation of excavation shoring systems, and removal of hazardous materials. DESIGN-BUILDER shall not proceed on other activities without written approval of the QA/QC Plan.
2. LAWA reserves the right to require changes in the QA/QC Plan and operations as necessary to ensure the specified quality of Work. State reserves the right to interview any member of the QA/QC organization at any time in order to verify his/her submitted qualifications.

- F. The Work is subject to inspection and approval by LAWA. DESIGN-BUILDER shall notify LAWA before noon of the working day before inspection is required. Work shall be done only in the presence of the Inspector, unless authorized otherwise. LAWA and any of its authorized representatives shall at all times have access to the work during its construction, at shops and yards and while in storage, as well as to the work site. DESIGN-BUILDER shall provide every

reasonable facility for ascertaining that the materials and workmanship are in accordance with these contract documents. Inspection of the work shall not relieve DESIGN-BUILDER of the obligation to fulfill all requirements of the Contract.

- G. LAWA will enforce compliance with the contract documents and determine the acceptability of materials and the quality of work. LAWA is authorized to sample and test all materials to be incorporated into the work. LAWA may delegate the authority to sample materials for construction and request the Los Angeles Department of General Services, Standards Laboratory, or an approved private testing laboratory to perform any necessary tests.
- H. Unless otherwise authorized, work shall be performed only in the presence of LAWA and under the general observation of LAWA to ensure compliance with the requirements of the contract documents and as approved by LAWA. Any work done without proper inspection will be subject to rejection. Such inspection may include mill, plant, and shop or field inspection, as required. LAWA shall be permitted access to all parts of the work, including plants where materials or items are manufactured or fabricated. All materials and fabricated items furnished by DESIGN-BUILDER shall be subject to inspection, and no materials or fabricated items shall be used in the work until they have been inspected and accepted by LAWA. The presence of LAWA shall not relieve DESIGN-BUILDER of the responsibility for the proper execution of the Work in accordance with all requirements of the contract documents.
- I. No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until it has been inspected by LAWA and other Agencies for which a permit is required. Should DESIGN-BUILDER attempt to cover or conceal any item of Work prior to its approval and acceptance, LAWA may cause the activity to be stopped and require said Work to be exposed, if determined necessary by LAWA, so that proper inspection may take place. All costs for exposing such Work, including premium costs resulting from alternate means of inspection, time delays, and impacts resulting on other portions of the Work, shall be borne by DESIGN-BUILDER. All costs of such delays, including its effect upon other portions of the Work, shall be borne by DESIGN-BUILDER. Where Work that was done without inspection cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection at the expense of the DESIGN-BUILDER and no additional payment will be allowed therefore.
- J. General inspection by LAWA personnel will be provided at no additional cost to DESIGN-BUILDER, except as specified elsewhere in the contract documents.

3 QUALITY CONTROL INSPECTION REQUIREMENTS

- A. DESIGN-BUILDER provided QC inspection shall be organized to provide quality control coverage for all definable features of construction activities. All inspections shall be documented by DESIGN-BUILDER as specified by documentation section of this PR.
- B. Construction QC Inspections - DESIGN-BUILDER shall utilize the following six-point inspection plan to ensure the conformance of the work performed by DESIGN-BUILDER meets the requirements of the Contract Documents:
 - 1. Pre-work Coordination: Prior to the start of construction work on the contract and prior to the start of work under each separate specification section and prior to the start of work where a change in a construction operation is contemplated by DESIGN-BUILDER and prior to a new subcontractor starting work, a coordination meeting will be held with DESIGN-BUILDER's superintendent, QC Manager, safety representative(s), the testing laboratory, LAWA, and representatives of all applicable subcontractors and vendors. Prior to the meeting, the QC Manager shall provide LAWA with a meeting agenda for review.

The QC Manager shall conduct the meeting and distribute the approved agenda. The QC Manager shall develop and electronically distribute finalized meeting minutes within 24 hours upon completion of the meeting.

- a. The purpose of the meeting is to ensure that DESIGN-BUILDER's personnel have no misunderstandings regarding their safety and quality procedures as well as the technical requirements of the contract. The following items shall be presented and reviewed by DESIGN-BUILDER:
 - 1) Contract requirements and specifications
 - 2) Status of shop drawings, certifications, submittals and as-built drawings
 - 3) Testing and inspection program and procedures
 - 4) Contractor's Construction QC Program and assigned personnel
 - 5) Familiarity and proficiency of DESIGN-BUILDER's and subcontractor's workforce to perform the operation to the required workmanship standards including certifications of installers
 - 6) Safety, security and environmental precautions to be observed
 - 7) Any other preparatory steps dependent upon the particular operation
 - 8) DESIGN-BUILDER's means and methods for performing the work.
2. Initial Inspection:
 - a. Upon completion of a representative sample of a given feature of the Work and no later than two (2) weeks after the start of a new or changed operation, LAWA will meet with DESIGN-BUILDER's QC Managers and applicable subcontractors' supervisor and their QC representatives to check the following items, as a minimum:
 - 1) Workmanship to established quality standards
 - 2) Conformance to contract drawings, specifications and the accepted shop drawings
 - 3) Adequacy of materials and articles utilized
 - 4) Results of inspection and testing methods
 - 5) Adequacy of as-built drawings maintained daily.
 - b. Once accepted, the representative sample will become the physical baseline by which ongoing work is compared for quality and acceptability. To the maximum practical extent, approved representative samples of work elements shall remain visible until all work in the appropriate category is complete. Acceptance of a sample does not waive or alter any contract requirements or show acceptance of any deviation from the contract not approved in writing by LAWA.
3. Follow-up Inspection: DESIGN-BUILDER's QC Manager will monitor the work to review the continuing conformance of the work to the workmanship standards established during the preparatory and initial inspections. These inspections will continue through construction completion and the initiation of the Stage 1 Closeout Procedure of the Project Requirement for Project Closeout.
4. Completion Inspection – 48 hours prior to the completion of an item or segment of work, and prior to covering up any work, DESIGN-BUILDER will notify LAWA in writing of the need for a completion inspection. LAWA will verify that the segment of work is substantially complete, all inspection and tests have been completed, and the results are

acceptable. The purpose of this inspection is to allow further corrective work upon, or integral to, the completed segment of work. This is not an acceptance inspection.

5. Should any items be determined deficient, needing correction or found to be nonconforming, a deficiency list will be prepared and issued to DESIGN-BUILDER for correction, repair or replacement of any deficient or nonconforming items. The cognizant contractor's quality control personnel will verify the correction of the deficient and/or nonconforming items, prior to the start of the next operation and notify LAWA. Repair and or replacement of non-conforming work or materials shall be promptly completed at the expense of the contractor to the satisfaction of the agency having jurisdiction.
 6. Pre-Final Acceptance Inspection – prior to requesting a pre-final acceptance inspection of the completed facilities by LAWA, all work and operational systems to be inspected shall be completed by DESIGN-BUILDER and accepted by DESIGN-BUILDER's construction QC Manager. DESIGN-BUILDER's written request for this inspection shall be made seventy two (72) hours in advance. The request will include a list of any known deficiencies and when they will be corrected. If the list is too large or contains too many significant items in the opinion of LAWA, no inspection will be held because of the incompleteness of the work. LAWA will schedule the pre-final acceptance inspection and will prepare a list of deficient items (punch list) discovered during the inspection. The deficiency list will be transmitted to DESIGN-BUILDER for correction of the deficient items.
 7. Final Acceptance Inspection – after DESIGN-BUILDER has completed all items on the deficiency list (generated from the pre-final acceptance inspection), he or she shall request a final acceptance inspection. The request shall be made in writing at least seventy two (72) hours in advance of the inspection. All areas must be cleaned and ready for turnover prior to this inspection. LAWA, stakeholder representatives, the DOR, and other interested parties will inspect the subject work to ensure that all deficiencies have been satisfactorily attended to and that no new deficiencies have appeared, and that all systems are completely functional. Any outstanding or additional deficient items will be noted and handled per paragraph E.2.e (Pre Final Acceptance Inspection) above until the work is acceptable.
- C. DESIGN-BUILDER must allow sufficient time in the schedule to perform all required quality control inspections and testing.

4 FAULTY AND UNAUTHORIZED WORK

- A. Unauthorized Work: Unauthorized work shall be remedied or removed and replaced by DESIGN-BUILDER in an acceptable manner, and no added compensation will be allowed for such removal, replacement, or remedial work. If DESIGN-BUILDER chooses to propose repair of non-conforming work, a repair procedure is required for non-conforming work and shall be submitted to LAWA for review and approval prior to any corrective action taking place. Work done beyond the areas indicated or established by LAWA, or any "extra work" done without written authority from LAWA will be considered as, unauthorized work. Work shall be remedied, removed or replaced at DESIGN-BUILDER's expense. If DESIGN-BUILDER fails to replace any defective or damaged work or material after reasonable notice, LAWA may cause such work or materials to be remedied, removed, or replaced, and the cost thereof to be deducted from any moneys due or which may become due to DESIGN-BUILDER. Otherwise, DESIGN-BUILDER shall pay LAWA if there remains an insufficient amount or no amount to be paid by LAWA to DESIGN-BUILDER.
- B. Non-Conforming Work: Except as set forth in this subsection or elsewhere in the contract

documents, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the contract documents, by DESIGN-BUILDER, at the sole expense of DESIGN-BUILDER. If DESIGN-BUILDER proposes repair of non-conforming work, a repair procedure is required for non-conforming work and shall be submitted to LAWA for review and approval prior to any corrective action taking place. If DESIGN-BUILDER fails to remove, replace, or correct any non-conforming work or materials within seventy-two (72) hours of discovery, LAWA may cause such work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of DESIGN-BUILDER and all such cost shall be deducted from any moneys that are due or may become due to DESIGN-BUILDER. Otherwise, DESIGN-BUILDER shall pay LAWA if there remains an insufficient amount or no amount to be paid by LAWA to DESIGN-BUILDER.

1. Any delays or impacts arising on the work as a result of construction or delivery of non-conforming work or materials shall be at DESIGN-BUILDER's sole expense, regardless of whether the work ultimately becomes the subject of a change order, and no time extension shall be allowed to DESIGN-BUILDER.
 2. Failure of LAWA to notify DESIGN-BUILDER of any non-conforming work shall not constitute acceptance of any non-conforming work. DESIGN-BUILDER's obligation to remove, replace or correct any non-conforming work, whenever discovered, shall continue to the end of the warranty period specified in the contract documents. LAWA reserves and retains all rights and remedies at law against DESIGN-BUILDER and their surety for correction of any and all latent defects discovered after the warranty period.
- C. If DESIGN-BUILDER shall join work with that of any other DESIGN-BUILDER, or with any work in place, and if such joint is not made in a skillful manner, or is not otherwise in conformity with provisions of the contract, then such joint or work shall be deemed and construed to be faulty workmanship and such materials shall be deemed and construed to be defective materials.
- D. In case of a dispute between DESIGN-BUILDER and LAWA, the latter is authorized to reject materials or suspend the work until any questions at issue can be referred to and decided by LAWA.

5 MATERIALS AND WORKMANSHIP

- A. Rejected Work: Work that has been rejected by LAWA shall be remedied, or removed and replaced by DESIGN-BUILDER in an acceptable manner, and no added compensation will be allowed for such removal, replacement, or remedial work. If DESIGN-BUILDER chooses to propose repair of non-conforming work, a repair procedure is required for non-conforming work and shall be submitted to LAWA for review and approval prior to any corrective action taking place. Work done beyond the areas indicated or established by LAWA, or any "extra work" done without written authority will be considered as unauthorized work. Work shall be remedied, removed or replaced at DESIGN-BUILDER's expense. Upon failure of DESIGN-BUILDER to comply with an order under this subsection or elsewhere in these contract documents, LAWA will cause rejected or unauthorized work to be remedied, removed, or replaced, and the cost of the Work shall be deducted from any moneys due or to become due to DESIGN-BUILDER. Otherwise, DESIGN-BUILDER shall pay LAWA if there remains an insufficient amount or no amount to be paid by LAWA to DESIGN-BUILDER.
- B. Any delays or impacts arising on the work as a result of construction or delivery of non-conforming work or materials shall be at DESIGN-BUILDER's sole expense, regardless of

whether the work ultimately becomes the subject of a change order, and no time extension shall be allowed to DESIGN-BUILDER.

- C. Workers and installers shall be skilled, trained licensed where applicable and experienced in the necessary crafts and shall be completely familiar with the specific requirements and methods needed for proper performance and completion of the work.
- D. Fabricators shall be licensed by the City. All structural welding shall be performed by welders certified and licensed by the LADBS.
- E. No product containing asbestos shall be used for any purpose. When removing asbestos products, DESIGN-BUILDER shall comply with the requirements of Title 8, CCR, General Industry Safety Orders, Construction Safety Orders, and these contract documents.
- F. All references to specifications of national organizations and trade associations related to building industry include but are not limited to, American Society for Testing and Materials, American Institute of Steel Construction, American Concrete Institute, Pre-stressed Concrete Institute, Post-Tensioning Institute, and the National Board of Fire Underwriters. Refer to the latest revision of such specifications except as otherwise noted in the contract documents.
- G. All materials, parts, and equipment furnished by DESIGN-BUILDER in the work shall be new, high grade, and free from defects. Used or secondhand materials, parts, and equipment may be used only if so specified in the contract documents.
- H. The quality of materials and workmanship shall be subject to approval by LAWA. Materials and workmanship of quality not conforming to the requirements of the contract documents shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the work site by DESIGN-BUILDER, at its expenses, when so directed by LAWA.
- I. If DESIGN-BUILDER fails to replace any defective or damaged work or material after reasonable notice, LAWA may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to DESIGN-BUILDER. Otherwise, DESIGN-BUILDER shall pay LAWA if there remains an insufficient amount or no amount to be paid by LAWA to DESIGN-BUILDER.
- J. Refer to the "Faulty and Unauthorized Work" section elsewhere in this PR for additional requirements that are also in effect.

6 SHOP AND SOURCE INSPECTION REQUIREMENT

- A. The following are the general requirements for shop and source inspection:
 - 1. All materials and fabricated articles furnished by DESIGN-BUILDER are subject to inspection at their source, and no materials or fabricated articles shall be used in the work until they have been inspected and accepted by the materials control inspector or Independent Inspection and/or Testing Laboratory (IITL). The Materials Control Inspector or IITL shall be permitted access to all parts of the work, including shops where materials and fabricated articles are manufactured or fabricated.
 - 2. All materials and fabricated items shall be manufactured or fabricated from shop drawings that have been approved by LAWA. DESIGN-BUILDER shall ensure that legible copies of the approved submittals, shop drawings, approved mix designs, and the corresponding contract specifications are provided to its fabricators or suppliers, and that said documents are available to the Materials Control Inspector or IITL during the inspection. Shop inspection cannot and will not take place without noted documents.

3. Any material or fabricated item which requires shop inspection and arrives at the site without inspection by the Materials Control Inspector is subject to rejection by the inspector and may be required to be removed from the site by DESIGN-BUILDER at DESIGN-BUILDER's sole expense.
 4. All fabricated materials or items which did not receive source inspection shall be delivered to the worksite with a Certificate of Compliance (COC) to ensure conformance with the approved plans and specifications. Failure to provide required COC's may result in those materials or items being rejected by LAWA and shall be promptly removed from the site.
 5. Prior to shipment of any material or fabricated item, final inspection shall be performed by the Materials Control Inspector or IITL. Said inspection shall consist of a final visual inspection, identification, and tagging and/or stamping for release to the project site. Items received at the site without the proper identification may be rejected and required to be removed from the site.
 6. Inspection, education, and tagging and/or stamping for release to the project site. Items received at the site without the proper identification may be rejected and required to be removed from the site.
 7. Unless otherwise specified by the LAWA principal inspector, inspection is required at the sources for asphalt concrete pavement mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations. Additional materials and fabricated items which require inspection at the source shall be as specified.
 8. Steel pipe in sizes less than eight (8) inches and vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the specifications, subject to sampling and testing by LAWA. Shell items mass produced unless noted otherwise in this contract are subject to inspection at the Work site only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc. are subject to inspection at the source including performance testing. Inspection at the source for other items shall be as specified.
 9. Final determination for shop inspection will be made by the Principal Inspector of the project.
 10. DESIGN-BUILDER shall provide access to the site of material fabrication for supplemental inspection or observation if required by LAWA.
- B. Shop Inspection Requirements (Locally Produced)
1. Shop inspections shall be at the provided at the discretion of the LAWA Principal Inspector.
- C. Shop Inspection by DESIGN-BUILDER (Not Locally Produced)
1. Shop inspection by DESIGN-BUILDER (Not Locally Produced) shall be at the discretion of the LAWA principal inspector. If required, DESIGN-BUILDER will follow the procedures laid out below.
 2. When DESIGN-BUILDER intends to purchase materials, fabricated products, or equipment from sources located more than fifty (50) miles from the Project work Site, an IITL, approved by LAWA, shall be engaged by DESIGN-BUILDER, at its expense, to inspect and/or test the materials, equipment, or process. This approval shall be obtained before manufacturing or fabricating any material or equipment. The approved inspector or laboratory shall forward all required reports to the inspector of the project as may be required by the contract documents.

3. Independent Inspection and/or Testing Laboratory Approval Procedures:
 - a. DESIGN-BUILDER shall submit a request in writing to LAWA for approval of each IITL at least thirty (30) days prior to the anticipated start of fabrication. The request shall at a minimum, include the following information:
 - 1) Complete title of the project.
 - 2) Name of proposed testing laboratory or inspection agency. [Note: Certification and/or licensing, issued by the LADBS, may be required for some projects.]
 - 3) Address and telephone number of proposed testing laboratory or inspection agency.
 - 4) Contact person at proposed testing laboratory or inspection agency.
 - 5) Description and history of the proposed testing laboratory or inspection agency.
 - 6) Resume of the inspectors who will perform inspection (minimum of two (2) inspectors, one primary and one alternate, will be required).
 - 7) Approved submittal number(s) and brief description of item(s) to be inspected or tested or both.
 - 8) Shop Name, contact person, address, and telephone number of shop where item(s) or material will be manufactured or fabricated.
 - 9) Fabrication/manufacturing schedule.
 - b. DESIGN-BUILDER will be notified in writing of the approval by LAWA of the IITL within fourteen (14) days of the start of fabrication.
 - c. Once DESIGN-BUILDER has received approval of the IITL, DESIGN-BUILDER shall contact LAWA Inspection (GLOPEZ@lawa.org) to schedule a pre-fabrication meeting. At a minimum, representatives from the following shall be present at the meeting: DESIGN-BUILDER, subcontractor (if applicable), manufacturer, the IITL, and LAWA Inspection. Items to be discussed will include required inspections, tests, and reports, as based on the approved applicable submittals and in accordance with the contract documents.
 - d. DESIGN-BUILDER shall provide approved shop drawings and the applicable contract specifications to the IITL for use in the inspection and testing of the items to be fabricated or manufactured.
 - e. The IITL shall judge the materials and fabricated articles by the requirements of the plans and specifications and approved submittals. The IITL shall forward all required reports to the LAWA Principal Inspector for review and approval. No materials or equipment shall be shipped nor shall any processing, fabrication and/or treatment of such materials be done without the required inspection by the IITL and approval by the Principal Construction Inspector.
 - f. An approved testing laboratory/inspection agency shall not sublet or assign its work to any other agency and shall take direction from and be responsible to the inspector. The work and activities of the third party testing laboratory/inspection agency shall be subject to examination and inspection by the Inspector to ensure strict compliance with the contract documents.
 - g. Approval of an IITL shall not relieve DESIGN-BUILDER of responsibility for complying with the contract requirements.

7 PROTECTION OF WORK AND MATERIALS

- A. DESIGN-BUILDER shall provide and maintain storage facilities and employ such measures as will preserve the specified quality of materials to be used in the work. Stored materials shall be reasonably accessible for inspection. DESIGN-BUILDER shall also adequately protect new and existing work and all items of equipment for the duration of the contract.
- B. DESIGN-BUILDER shall not, without LAWA's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.
- C. Access to Work and Materials. DESIGN-BUILDER shall provide access at any time to the work and materials wherever same are stored, being fabricated, erected or installed, when requested to do so by a representative of LAWA or other regulatory subdivisions having jurisdiction.
- D. Facilities and Labor. DESIGN-BUILDER shall provide sufficient, safe, and proper facilities and labor necessary to move, take and prepare samples for testing of materials, and shall provide the same for purposes of additional testing when ordered to do so by any of LAWA's representatives.

8 TEST OF MATERIALS

- A. Before incorporation into the work, DESIGN-BUILDER shall submit samples of materials, as LAWA may require, at no cost to LAWA. DESIGN-BUILDER, at its expense, shall deliver the materials for testing to the place and at the time designated by LAWA. Unless otherwise specified, all initial testing and reasonable amount of retesting will be performed under the direction of LAWA, and at no expense to DESIGN-BUILDER. If DESIGN-BUILDER is to provide and pay for testing, it will be so specified.
- B. DESIGN-BUILDER shall notify LAWA in writing, at least fifteen (15) days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.
- C. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the work, it will be DESIGN-BUILDER's responsibility to re-notify LAWA when samples which are representative may be obtained.
- D. Testing by LAWA. In addition to any other inspection or QA provisions that may be specified, LAWA has the right to independently select, test, and analyze, at its own expense, additional test specimens of any or all of the materials to be used. Whenever any portion of the work fails to meet the requirements of the contract documents as shown by the results of independent testing or investigation by LAWA, all costs of such independent inspection and investigation, and all costs of removal, correction, and reconstruction or repair of any such work shall be borne by DESIGN-BUILDER.
- E. Testing by Approved Testing Laboratory. When the manufacturer, fabricator, or supplier provides the results of tests from samples taken at the mill, factory, or warehouse, LAWA will accept the test reports provided the following conditions are met:
 - 1. The testing laboratory was approved by LAWA prior to performing the tests, and that all necessary certifications were valid at the time the tests were performed.
 - 2. The tests were performed in conformance with the contract documents for the specified

material or item.

3. The reports are made in the form of an affidavit, as specified below.
4. Tests performed by an approved testing laboratory are subject to be monitored by LAWA.
- F. Whenever the approved Testing Laboratory takes samples of materials other than at the Site, the deliveries to the site of materials represented by such samples shall be identified as specified for the specific material. The results of such tests shall be reported to the Materials Control Inspector in the form of affidavits attested to by the testing laboratory. Such affidavits shall furnish the following information with respect to the material sampled:
 1. Manufacturer's name and brand.
 2. Place of sampling.
 3. Sufficient information to identify the lot, group, bin, or silo from which the samples were taken.
 4. Amount of material in the lot sampled.
 5. Statement that the material has passed the requirements.
 6. Signature and title of the person creating the affidavit and the date of execution of the affidavit.

9 DOCUMENTATION

- A. DESIGN-BUILDER shall maintain current quality control records of all quality program activities, inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken, as required by the contract documents.
- B. These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to LAWA daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by DESIGN-BUILDER.
- C. Specific Design-Build QC records required for the contract shall include, but are not necessarily limited to, the following records:
 1. Daily QC Inspection Reports During Construction: Each QC staff member shall maintain and submit daily reports and maintain a log of all inspections performed for both DESIGN-BUILDER and subcontractors operations on a form acceptable to LAWA. These personnel's daily reports shall provide factual evidence that quality control inspections have been performed and shall, as a minimum, include the following:
 - a. Work activities including
 - 1) Date and work shift hours, start time and end time of workday.
 - 2) Work performed.
 - 3) Who performed the work (i.e. Name of Prime and/or Sub, name of worker and classification by trade).
 - 4) Specific location of the work.

- 5) Quantity of work installed in place.
- 6) Onsite equipment (including ID) and utilization.
- 7) Weather and/or temperature.
- b. Technical specification item number and description;
- c. Compliance with approved submittals;
- d. Proper storage of materials and equipment;
- e. Proper operation of all equipment;
- f. Statement attesting to conformance with plans and technical specifications;
- g. Review of quality control tests; and
- h. Safety inspection.
2. The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed. The daily inspection reports shall be signed by the responsible quality control personnel and DESIGN-BUILDER's QC Managers. LAWA shall be provided at least one (1) copy of each daily inspection report on the work day following the day of record.
3. Test Reports. The program administrator shall be responsible for establishing a system that will record all quality control test results. Test reports shall document the following information:
 - a. Technical specification item number and description;
 - b. Test designation;
 - c. Location;
 - d. Date of test;
 - e. Control requirements;
 - f. Test results;
 - g. Causes for rejection;
 - h. Recommended remedial actions; and
 - i. Retests.
4. Test results from each day's work period shall be submitted to LAWA prior to the start of the next day's work period. When required by the technical specifications, DESIGN-BUILDER shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control personnel and the program administrator.

10 CORRECTIVE ACTION REQUIREMENTS

- A. Conditions adverse to quality or work performed not in compliance with the contract documents will be reviewed by DESIGN-BUILDER to determine the cause and to recommend a corrective action that will correct the work and preclude recurrence.
- B. DESIGN-BUILDER's QC managers shall report the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of compliance) and detail what action

will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the QC program as a whole, and for individual items of work contained in the technical specifications. The corrective action plan shall be submitted to LAWA within seven (7) days of the identification of the issue.

- C. The QC plan shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.
- D. When applicable or required by the technical specifications, DESIGN-BUILDER shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

11 AUDIT REQUIREMENTS

- A. DESIGN-BUILDER QC program shall be subject to audit by LAWA.
- B. All items of construction are subject to inspection by LAWA at the point of development, production, manufacture or shipment to determine if DESIGN-BUILDER, subcontractors, producers or manufacturers maintain an adequate quality control system in conformance with the requirements detailed herein and the contract documents.
- C. Audits by LAWA does not relieve DESIGN-BUILDER of performing the quality control checks and inspections to ensure construction activities are performed in conformance to the contract documents and as required herein of DESIGN-BUILDER's work, including the work of subcontractors.
- D. A copy of the audit report will be transmitted to DESIGN-BUILDER's construction QC manager and DESIGN-BUILDER's project manager. DESIGN-BUILDER shall develop a response to the audit findings that includes the steps to be taken to resolve the findings. Corrective action to resolve audit findings will be the responsibility of DESIGN-BUILDER.

12 CERTIFICATION

- A. LAWA may waive the materials testing requirements of the contract documents and accept the manufacturer's written certificate of compliance that the materials to be supplied meet those requirements. Materials test data may be required by LAWA to be included with the submittal.
- B. A certificate of compliance in triplicate shall be furnished prior to the use of materials for which the contract documents require that such a certificate be furnished. LAWA may permit the use of certain materials or assemblies prior to the sampling and testing if accompanied by a certificate of compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and DESIGN-BUILDER, and shall state that the materials involved comply in all respects with the requirements of the contract documents. A certificate of compliance shall be furnished with each lot of materials delivered to the work, and the lot so certified shall be clearly identified on the certificate. The form of the certificate of compliance and its disposition shall be as directed by LAWA.
- C. Materials used on the basis of a certificate of compliance may be sampled and tested by LAWA at any time. The fact that material is used on the basis of a certificate of compliance shall not relieve DESIGN-BUILDER of responsibility for incorporating material in the work which conforms to the requirements of the contract documents and such material not

conforming to such requirements will be subject to rejection whether in place or not.

D. LAWA reserves the right to deny the use of material notwithstanding the submittal of a Certificate of Compliance.

13 TRADE NAMES OR EQUALS

- A. DESIGN-BUILDER shall supply all of the materials specified or request that an equivalent be used. LAWA will determine whether the material offered is equivalent to that specified. Adequate time, at a minimum of forty five (45) days, shall be allowed for LAWA to make this determination.
- B. A listing of materials is not intended to be comprehensive, or in order of preference. DESIGN-BUILDER may offer any material, process, or equipment considered to be equivalent to that indicated. The substantiation of offers shall be submitted as provided in the contract documents.
- C. DESIGN-BUILDER shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. DESIGN-BUILDER shall have the material tested as required by LAWA to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.
- D. Test methods shall be subject to the approval of LAWA. Test results shall be reported promptly to LAWA that will evaluate the results and determine if the substitute item is equivalent. LAWA's findings shall be final. Installation and use of a substitute item shall not be made until approved by LAWA.
- E. If a substitute offered by DESIGN-BUILDER is not found to be equal to the specified material, DESIGN-BUILDER shall furnish and install the specified material.
- F. Refer to product, material, and equipment substitution PR-10 for additional information on material substitution.
- G. The specified contract completion time shall not be affected by any circumstance developing from the provisions of this subsection.

14 WEIGHING AND METERING EQUIPMENT

- A. Scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past twelve (12) months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.
- B. The accuracy of the work of a scale service, except as stated herein, shall meet the standards of the Business and Professions Code and the Code of Regulations pertaining to weighing devices. A Certificate of Compliance shall be presented, prior to operation, to LAWA for approval and shall be renewed whenever required by LAWA at no cost to LAWA.
- C. Scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent (1%) when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2 percent (2%) for any setting or 1.5 percent (1.5%) for any

batch.

15 CALIBRATION OF TESTING EQUIPMENT

Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by an IITL acceptable to LAWA at intervals not to exceed twelve (12) months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by LAWA.

16 CONSTRUCTION MATERIALS DISPUTE RESOLUTION

- A. Whenever credible evidence arises to contradict the test results of materials, LAWA and DESIGN-BUILDER will initiate an immediate and cooperative investigation. Test values of materials are as defined by the contract documents, and required for acceptance the work. Credible evidence is process observations or test values gathered using industry accepted practices. A contradiction exists whenever test values or process observations of the same or similar materials are diverse enough such that the work acceptance or performance becomes suspect. The investigation shall encompass all test results, procedures, and facilities relevant to the disputed work and consider all available information and, when necessary, gather new and additional information in an attempt to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both LAWA and DESIGN-BUILDER, the contradiction shall be considered resolved and the cooperative investigation concluded.
- B. Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within three (3) days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three (3) State of California Registered Civil Engineers. Within seven (7) days after the written request notification, LAWA and DESIGN-BUILDER will each select one (1) engineer. Within fourteen (14) days of the written request notification, the two (2) selected engineers will select a third engineer. The goal in selection of the third member is to complement the professional experience of the first two engineers. Should the two (2) engineers fail to select the third engineer, LAWA and DESIGN-BUILDER shall each propose two (2) engineers to be the third member within twenty one (21) days after the written request notification. The first two (2) engineers previously selected shall then select one (1) of the four proposed engineers in a blind draw.
- C. The committee conducts its business as a continuance of the cooperative investigation and will re-consider all available information and if necessary gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have thirty (30) days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion.

- D. Once started, the resolution process by committee shall continue to full conclusion unless:
 - 1. Within seven (7) days of the formation of the committee, LAWA and DESIGN-BUILDER reach an acceptable resolution mechanism, or
 - 2. Within fourteen (14) days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred, or
 - 3. At any point by the mutual agreement of LAWA and DESIGN-BUILDER.
- E. Unless otherwise agreed, DESIGN-BUILDER shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, LAWA or DESIGN-BUILDER, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively to each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the investigation will assign costs cooperatively to each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

17 NONCOMPLIANCE

- A. LAWA will notify DESIGN-BUILDER of any noncompliance with any of the foregoing requirements. DESIGN-BUILDER shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by LAWA or his/her authorized representative to DESIGN-BUILDER or his/her authorized QC representative at the site of the work, shall be considered sufficient notice.
- B. In cases where quality control activities do not comply with either DESIGN-BUILDER QC plan or the contract provisions, or where DESIGN-BUILDER fails to properly operate and maintain an effective QC program, as determined by LAWA, LAWA may:
 - 1. Order DESIGN-BUILDER to replace ineffective or unqualified quality control personnel or subcontractors.
 - 2. Order DESIGN-BUILDER to stop operations until appropriate corrective actions are taken.
- C. Impacts caused by these actions are deemed to be the responsibility of DESIGN-BUILDER

18 FINAL ACCEPTANCE INSPECTION

At the completion of work, after completion of all corrections, the inspector, LAWA, and contractor will make a final acceptance inspection. The inspector will provide a final acceptance inspection correction list itemizing all work necessary to complete the project satisfactorily.

END OF PR 13/14 QA/QC

PR-15 SAFETY

1 GENERAL

- A. The objective is for the DESIGN-BUILDER to eliminate all injuries to persons and damage to property.
- B. The DESIGN-BUILDER shall perform all work in compliance with LAWA's Construction Safety Program Requirements, dated April 1, 2022, for construction safety program requirements, (attached to the contract documents). LAWA may withhold payment to DESIGN-BUILDER until such time these requirements are met.
- C. Submittals: The DESIGN-BUILDER shall submit and comply with all required safety plans (for each CGMP and or task order), such as but not limited to, incident prevention plan, incident response plan, Injury and Illness Prevention Plan (IIPP), and Site Specific Safety Plan (SSSP) as required in LAWA's construction safety program requirements. All required safety plans are to comply with LAWA's construction safety program. Safety plans must be submitted for approval within 30 days after NTP.
- D. Qualified Safety Personnel: DESIGN-BUILDER shall have competent and qualified safety staff present at work site at all times during working hours as detailed in LAWA's construction safety program requirements. All DESIGN-BUILDER safety staff shall meet or exceed the qualifications set forth in LAWA's construction safety program requirements. Safety staff are subject to approval by LAWA.
- E. Forms: DESIGN-BUILDER shall properly complete and submit in a timely manner, and as required by LAWA, the forms defined in LAWA's construction safety program requirements.

2 PRACTICES, REGULATIONS, AND STANDARDS

- A. DESIGN-BUILDER shall comply with LAWA's Construction Safety Program Requirements, Cal/OSHA safe practices and regulations, FAA rules and other LAWA safety requirements throughout all phases of the project.
- B. In addition to the requirements specified in other sections of the Contract Documents, the following Safety Requirements shall also apply to DESIGN-BUILDER's activities:
 - 1. Traffic Control - DESIGN-BUILDER shall furnish all required traffic control to protect workers, airport operations, and the public inside and outside of the work area.
 - 2. Violations - In the event an employee of DESIGN-BUILDER violates a safety provision, they shall be prohibited from returning to work in the work area pending an investigation and first attending another orientation class and approval of LAWA. Violations will be deemed as just and sufficient cause to demand the employee be permanently removed from the job site. DESIGN-BUILDER shall be responsible for all costs and delays caused by safety violations.
 - 3. DESIGN-BUILDER shall designate a responsible representative who will be personally available on a twenty-four (24) hour basis. DESIGN-BUILDER shall advise LAWA of the representative's name and telephone number (the telephone shall not be connected to an answering machine). In the event the DESIGN-BUILDER's designated representative is not available due to illness or approved time off, DESIGN-BUILDER shall designate an alternate, who will assume all duties of the DESIGN-BUILDER's designated representative and shall be available on a twenty-four (24) hour basis.

- C. DESIGN-BUILDER shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. LAWA shall have no responsibility for initiating, maintaining and supervising the safety of persons and property.
- D. Contractor shall comply in all respects with the minimum safety standards and requirements. The provision or omission of safety and/or health services by LAWA to DESIGN-BUILDER shall not be deemed to transfer responsibility to LAWA, or their acceptance or assumption of responsibility, in whole or in part, for safety on the project site(s).
- E. DESIGN-BUILDER shall take precautions for safety and provide protection to prevent damage, injury or loss to:
 - 1. Employees working under the contract and other persons who may be affected thereby.
 - 2. The work and materials and equipment to be incorporated therein, whether in storage on or off the project site, under care, custody or control of DESIGN-BUILDER or DESIGN-BUILDER's subcontractors or sub-subcontractors.
 - 3. Other property at the project site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement during the course of construction.
- F. DESIGN-BUILDER shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property, or their protection from damage, injury or loss.
- G. DESIGN-BUILDER shall erect and maintain, as required by existing conditions and performance of the contract documents, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying LAWA, other owners and users of adjacent sites and utilities.
- H. DESIGN-BUILDER shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities regarding the storage and/or use of explosives or other hazardous materials or equipment necessary for execution of Work. DESIGN-BUILDER shall employ properly qualified personnel for supervision of same.
- I. DESIGN-BUILDER shall remedy damage and loss to property caused in whole or in part by DESIGN-BUILDER, a subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which DESIGN-BUILDER is responsible under.
- J. DESIGN-BUILDER shall not permit any part of the Work or Project site to be loaded so as to endanger its safety.
- K. When conditions of the work, in the judgment of LAWA, present unreasonable risk of injury or death to persons or property damage, LAWA, may direct DESIGN-BUILDER, at DESIGN-BUILDER's sole expense, to close down the work and not commence work again until dangerous conditions are eliminated.
- L. DESIGN-BUILDER, at DESIGN-BUILDER's own cost, shall rebuild, repair, restore and make good any and all damages to any portion of the work affected by such causes before acceptance of the work.

3 SAFETY PLAN & MANUAL

- A. The objective is to eliminate all injuries to persons and damage to property.

- B. The DESIGN-BUILDER shall designate a safety officer within its organization who will be responsible for all aspects of the safety programs for the project.
- C. The DESIGN-BUILDER shall provide a site specific safety plan for the project including the process and procedures for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Processes and procedures shall include coordination with and adherence to LAWA safety personnel.
- D. The site specific safety plan shall contain the location of safety equipment including but not limited to defibrillators, fire blankets, extinguishers, fall harnesses, lanyards, and first aid kits.
- E. The site specific safety plan shall include but not limited to: locations of ingress and egress to work sites, gates and fences, work hours, route to nearest emergency facility (hospital), contact numbers for: DESIGN-BUILDER safety officer, LAWA safety, ambulance, hospital, police, fire department and other emergency response teams should a breach of a utility or injury occur.
- F. The DESIGN-BUILDER shall provide a site specific safety manual for the needs of this Project and shall be maintained at the site and available for review upon request.
- G. The site specific safety manual shall outline the policies and procedures to be followed for this project by both the DESIGN-BUILDER and its subcontractors.
- H. The final site specific safety plan and manual shall be provided in an organized and coordinated manner with the plan title, project name, DESIGN-BUILDERS name, State project/work order number, and date of issuance located on the cover. The finalized safety plan and manual shall be bound and issued to LAWA thirty (30) days prior to the start of construction. The DESIGN-BUILDER shall submit ten (10) copies to LAWA for informational purposes only.
- I. A copy of the site specific safety manual shall be given to each worker at the time of safety orientation. Each worker will sign the manual as confirmation of attendance and understanding of the project safety orientation.

4 WEEKLY SAFETY REPORT

- A. The DESIGN-BUILDER safety manager shall present a cumulative statistics of safety at each weekly owner meeting. The report shall include but not limited to:
 - 1. Head count of each sub-project
 - 2. Number of incidents and summary details of each
 - 3. Number of near misses and summary details of each
 - 4. Number of attendees in safety orientation
 - 5. Summary list of safety topics discussed with workers during safety meeting prior to work commencing.
 - 6. Number of site safety inspections
 - 7. List of permits issued for: hot work, confined space, lock out tag out, procedures in place
 - 8. List of ASR and USR closed, pending and operating.

5 EMERGENCIES

In an emergency affecting the safety of persons or property, DESIGN-BUILDER shall act, at DESIGN-BUILDER's sole discretion, to prevent any threatened damage, injury or loss. Additional compensation or extension of contract time claimed by DESIGN-BUILDER because of an emergency will be reviewed as changes in the work. The DESIGN-BUILDER shall develop and implement an airport specific Incident Response Plan (IRP). The DESIGN-BUILDER's IRP will be utilized as a project-wide standard operating procedure and comply with LAWA Construction Safety Program requirements. See Appendix for the "LAWA Construction Safety Program requirements." The DESIGN-BUILDER shall provide a preliminary written notification within 1 hour of an incident, regardless of the severity and comply with LAWA Construction Safety Program requirements. The DESIGN-BUILDER shall provide within 24 hours of an incident a complete and thorough incident investigation, and provide the report to the LAWA Project Manager, LAWA Program Safety Manager, and the LAWA Inspection Team. The report must comply with LAWA Construction Safety Program requirements.

6 DRUG FREE WORK PLACE

- A. By signing the agreement, DESIGN-BUILDER certifies, under penalty of perjury under the laws of the State of California, that DESIGN-BUILDER will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.), and will provide a drug-free workplace by taking the following actions:
- B. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- C. Establish a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace
 - 2. The person's or company's policy of maintaining a drug-free workplace
 - 3. Any available counseling, rehabilitation, and employee assistance programs
 - 4. Penalties that may be imposed upon employees for drug abuse violations
- D. Provide, as required by Government Code, Section 8355(c), that every employee who works under the contract will:
 - 1. Receive a copy of the company's drug-free workplace policy statement
 - 2. Agree to abide by the terms of the company's statement as a condition of employment

END OF PR-15 SAFETY

PR-16 SURVEYING

1. General

Unless otherwise specified, the DESIGN-BUILDER shall perform and be responsible for the accuracy of surveying necessary to adequately construct the Project in accordance with the Contract Documents. All Work under this section shall be accomplished by or under the direct supervision of a Surveyor with a current California Professional Land Surveyor License.

Refer to the Project Requirements (PR-21) – Building Information Model (BIM) and VDC Coordination for survey deliverables related to existing condition models.

2. Surveying Responsibilities and Standards

- A. DESIGN-BUILDER shall be solely responsible for the performance and accuracy of all surveying necessary to adequately perform site-investigations, design, preconstruction, construction, and closeout, and prepare all associated documentation and modeling in accordance with the Contract.
- B. DESIGN-BUILDER shall provide all Latitude & Longitude and Northing & Easting coordinates based on the North American Datum of 1983 (NAD83).
- C. DESIGN-BUILDER shall provide all elevation coordinates based on the North American Vertical Datum of 1988 (NAVD88).
- D. The DESIGN-BUILDER shall utilize and adhere to the LAX Survey Control Network 2018: Consolidated LAX Campus: Landside Survey Control – Central Terminal Area as well as the LAWA LAX Central Terminal Area Top of Slab Survey Data as well as the accompanying Civil3D files.
- E. All surveying shall be performed by a Surveyor with a current California Land Surveyor License. All survey deliverables shall be signed and sealed by the Licensed Surveyor.
- F. All surveying shall be performed and documented in accordance with LAX Survey Control Network 2018, found in LAWA's Design and Construction Handbook.

3. PERMANENT SURVEY MARKERS

- A. The DESIGN-BUILDER shall preserve all existing survey benchmarks and monuments, and shall provide and maintain all additional survey monuments, benchmarks, and other survey markers necessary for the performance and inspection of the work. DESIGN-BUILDER shall request permission from LAWA at least 7 days prior to removing any survey marker. Lost or disturbed monuments shall be replaced at the DESIGN-BUILDER's expense by a California Licensed Land Surveyor.
- B. At least seven (7) days before the start of construction, the DESIGN-BUILDER shall provide Pre-Construction Survey Tie Notes, indicating the Latitude, Longitude, Elevation, and description of all existing survey monuments, benchmarks, and other survey markers prior to starting construction.
- C. DESIGN-BUILDER shall provide Post-Construction Survey Tie Notes, indicating the Latitude, Longitude, Elevation, and description of all remaining survey monuments, benchmarks, and other survey markers. DESIGN-BUILDER shall incorporate and include in the Post-Construction Survey Tie Notes into the Project Record Documents.

4. DESIGN AND PRECONSTRUCTION SURVEY SERVICES

- A. The DESIGN-BUILDER shall provide surveying to support all stages of design and preconstruction. This includes, but is not limited to, confirming the dimensions and locations of property lines, streets, sidewalks, buildings, structures, utilities, interior features, exterior features, topography, etc.
- B. The DESIGN-BUILDER shall provide extensive surveying services in support of subsurface utility investigations, locating, mapping, modeling, etc. (PR-07). The DESIGN-BUILDER shall provide utility as-built information in accordance with the LAWA Utility As-Built Survey Standards.
- C. The DESIGN-BUILDER shall provide a complete topographical survey, and shall use that data in providing cost and schedule estimates relating to excavation quantities.
- D. The DESIGN-BUILDER shall provide surveying services to confirm the locations of all tie-in points between existing and proposed utilities, structures, surfaces, etc.

5. EXAMINATION OF EXISTING CONDITIONS

- A. Identification: Identify existing LAWA control network points and verify control to the LAWA Central Terminal Area monument located on the south side of the Theme Building.
- B. Verify layout information indicated in relation to property survey and existing benchmarks before proceeding to lay out Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
 - 1. Do not change or relocate LAWA benchmarks or control points without prior written approval of LAWA. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
 - 2. Promptly replace lost or destroyed Project control points. Base replacements on original survey control points.
 - 3. Record benchmark locations, with horizontal and vertical data, on Project Record Documents and Datasets.
- C. Existing Subsurface Utilities and Equipment: Existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify existence and location of underground utilities and other construction. Document all subsurface utilities in accordance with LAWA Utility As-Built Survey Standards attached to this PR.
- D. Prior to construction, verify location and invert elevation at points of connection.

6. CONSTRUCTION SURVEY SERVICES

- A. The DESIGN-BUILDER shall provide extensive surveying services to support all phases of design, construction and inspection. This includes, but is not limited to, confirming the dimensions and locations of buildings, structures, utilities, interior features, exterior features, topography, paving, etc.
- B. The DESIGN-BUILDER shall provide and preserve all necessary survey-stakes necessary for construction and inspection. Survey stakes shall be set and stationed for finished and rough

grades, grade changes or angle points, curbs, building corners, utilities, etc.

- C. The DESIGN-BUILDER shall establish the building baseline, building corners, and an elevation benchmark for building construction. The DESIGN-BUILDER's Surveyor shall lay out the building construction and all Work, set grades, lines, levels and positions throughout, including the inverts or lines and grades, elevations, and measurements of constructed Work for the purposes of determining any construction errors or deficiencies and for the record data collection.
- D. DESIGN-BUILDER shall provide post-installation surveying of all construction and installations (foundations, buildings, structures, utilities, interior features, exterior features, topography, paving, etc.). DESIGN-BUILDER shall incorporate all survey-data directly into their Model of Existing & Proposed Conditions (PR-21), and shall update their Record Documents accordingly (plans, profiles, elevations, etc.).
- E. DESIGN-BUILDER shall provide a Light Detection and Ranging (LIDAR) Survey of all interior and exterior spaces upon Substantial Completion.
- F. DESIGN-BUILDER shall provide an available Licensed Surveyor during all hours of construction for setting grade stakes, monitoring construction, verifying locations and dimensions, and preparing Record Documents. The DESIGN-BUILDER's Surveyor shall survey the elevation and alignment of the critical structural steel connection points of the elevated pedestrian walkways. LAWA may direct the DESIGN-BUILDER to perform additional survey Work as deemed necessary to verify accuracy of construction Work. Any delay due to the unavailability of the Surveyor to perform Work as requested shall be the sole responsibility of the DESIGN-BUILDER.
- G. DESIGN-BUILDER shall provide a complete survey deliverable of all construction and installations (foundations, buildings, structures, utilities, property limits, lease limits, interior features, exterior features, topography, paving, etc.) upon Substantial Completion, signed and sealed by the Licensed Surveyor.

7. LINE AND GRADE

- A. The DESIGN-BUILDER shall ensure that all construction and installations of structures, utilities, pavement, equipment, and all other project components conform to the lines, elevations, and grades shown on the DESIGN-BUILDER's Construction Documents. DESIGN-BUILDER shall record any deviation from the required lines and levels, and advise LAWA when deviations that exceed indicated or recognized tolerances are detected. DESIGN-BUILDER shall clearly reflect any and all deviations that are accepted and not corrected on the Project Record Drawings (PR-25).
- B. The DESIGN-BUILDER shall survey three (3) consecutive points set on the same slope of any line analyzed together so that any variation from a straight line can be detected. Any such variation shall be reported to LAWA. In the absence of such report, DESIGN-BUILDER shall be responsible for any error in the grade of the Work.

8. PERFORMANCE

- A. Surveyor's Log: Maintain Surveyor's log control and other survey work. Make log available for reference.
 - 1. Record deviation from required lines and levels, and advise LAWA when deviations that exceed indicated or recognized tolerances are detected. On the Project Record Drawings,

record and note deviations that are accepted and not corrected.

2. On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare survey, certified as required for final property survey dimensions, locations, angles, and elevations of construction and site work.
- B. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placements, utility slopes, and invert elevations.
- C. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical and electrical work.
- D. Final Property Survey: Prepare final property survey showing significant features (real property) for Project. Include on survey certifications, signed by surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on survey. At Substantial Completion, DESIGN-BUILDER shall have final property survey recorded by or with local governing authorities as official "property survey."

9. RECORD DOCUMENTS

- A. The DESIGN-BUILDER shall ensure that all survey-data collected is directly incorporated into the latest Design and Construction Documents, (Design Management PR-11) throughout all stages of the project.
- B. The DESIGN-BUILDER shall ensure that all survey-data collected is directly incorporated into the Model of Existing and Proposed Conditions (PR-21 Building Information Model (BIM) and VDC Coordination) throughout all stages of the project.
- C. The DESIGN-BUILDER shall ensure that all survey-data collected is directly incorporated into the Project Record Documents (PR-25) prior to submitting to LAWA.

END OF PR-16 SURVEYING

PR-17 PORTABLE CONCRETE BATCH PLANT AND CRUSHER

1. GENERAL

- A. It is anticipated that concrete and crusher plants are not required for this project. However other LAWA projects may provide those services and potentially be made available through special circumstances. Here are the requirements for operation of an on-site concrete batch plant and crusher that should be considered when coordinating with another project.
1. LAWA has obtained a Facility Permit to Operate (Permit) from the SCAQMD to operate an on-site concrete batch plant and crusher.
 2. A Permit issued by the SCAQMD is appended to this section. Included in conjunction with the Permit are certain project limitations as described in Section 3 herein. All provisions and requirements of the Permit apply to the project, with the exception of those specific to Process 9, System 1: Concrete Batch Plant(s) and Control Equipment "A" as defined in the Permit.
 3. If the DESIGN-BUILDER chooses to utilize an on-site concrete batch plant and/or crusher, the DESIGN-BUILDER will be responsible for design, installation and permits for temporary utilities, installation, etc.

2. STANDARDS FOR COMPLIANCE

The DESIGN-BUILDER shall comply with all local, state or federal requirements for installation and operation of a concrete batch plant and crusher. The DESIGN-BUILDER shall also comply with the SCAQMD permit.

3. PROJECT LIMITATIONS

- A. The batch plant and crusher operations shall have certain limitations in their respective operations which include the following:
1. With the exception of front loaders, all equipment associated with the batch plant and crusher facility shall be electric-powered with power provided from the LADWP grid. Front loaders equipment shall comply with PR-18 mitigation requirements and special construction.
 2. Total monthly fuel consumption shall not exceed 4,000 gallons for the loaders combined (onsite use), unless specifically authorized in writing by LAWA.
 3. The total concrete production for the concrete batch plant will not exceed 26,000 cubic yards per month, unless specifically authorized in writing by LAWA.
 4. The total crushing production for the crusher will not exceed 30,000 short tons per month, unless specifically authorized in writing by LAWA. The material that will be crushed onsite shall be reused for onsite construction, or if unused become property of LAWA; any excess materials that will not be crushed shall be hauled off airport property.

Continued on next page

5. Batch plant and crusher production combined are limited by EQN (1) below,

$$197.9 = 0.00753 \times B + 0.00175 \times C \quad \text{EQN (1)}$$

Where:

B = Batch Plant production in cubic yards per month

C = Crusher production in short tons per month

4. RECORDKEEPING

The DESIGN-BUILDER shall provide recordkeeping in accordance with the Permit. At a minimum, the DESIGN-BUILDER shall supply daily operational and emission quantities, requirements of both the concrete batch plant and crusher, for all items listed in the Permit. Prior to installation of the concrete batch plant or crusher, the DESIGN-BUILDER shall coordinate with LAWA to confirm the format of, and process and schedule for, records submittal to LAWA.

END OF PR 17 PORTABLE CONCRETE BATCH PLANT AND CRUSHER

PR-18 ENVIRONMENTAL

1. GENERAL

- A. This section covers environmental mitigation requirements for the project that include, but are not limited to, traffic, air quality, noise, water quality, recycling and waste disposal, material stockpiles, excavation including potential to encounter archaeological or paleontological resources, hazardous materials, and other environmental considerations.
- B. Compliance with this section does not exempt the DESIGN-BUILDER from compliance with other applicable permits, approvals, requirements, codes, rules and regulations of other agencies with jurisdiction over their respective aspects and components of the project.
- C. DESIGN-BUILDER's design documents and environmental engineering design efforts must conform to federal, state, regional, and local environmental laws and regulations as well as environmental management policies and sustainability as mandated in the LAWA Sustainable Design and Construction Requirements dated August 4, 2017 or latest version; all mitigation measures and/or standard control measures adopted by LAWA and/or the FAA in connection with the Airfield and Terminal Modernization Project (ATMP) pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other applicable laws; and for Master Plan projects the requirements of the 2004 Master Plan Mitigation Monitoring and Reporting Program (MMRP) and other agreements. In addition where applicable, designs must comply with California Green Building Code and be designed to meet LEED Version 3 Standards. DESIGN-BUILDER is required to inquire with LAWA concerning specific environmental policies that apply to design document development.

2. REQUIREMENTS

- A. DESIGN-BUILDER shall fulfill all requirements identified in the MMRP and other documents contained within the ATMP Environmental Impact Report (EIR) and National Environmental Policy Act (NEPA) Environmental Assessment (EA).
- B. DESIGN-BUILDER shall fulfill all requirements identified by the Los Angeles Green Building Code (LAGBC) to achieve "Tier 1" certification.
- C. DESIGN-BUILDER shall fulfill all requirements identified by the City of Los Angeles' Low Impact Development Ordinance (LID), or unless otherwise directed by AHJ.

3. TRAFFIC

- A. DESIGN-BUILDER shall comply with the following traffic requirements:
 - 1. Traffic Management Plan
 - a. Prior to initiation of construction, a Traffic Management Plan (TMP) shall be completed by the DESIGN-BUILDER and accepted by the AHJs. The TMP shall include, but not be limited to, associated haul routes and Worksite Traffic Control Plans (WTCP), as well as Temporary Traffic Signal (TTS) Plans and Temporary Street Lighting (TSL) Plans, if TTS and TSL plans are needed. The TMP shall be prepared in accordance with the TMP guidelines published by Caltrans and shall establish a clear protocol; to address traffic issues, emergencies, incidents, special events, and contingency plans during construction. The TMP shall be developed in coordination with LAWA, the City of Los Angeles, and Caltrans. The TMP shall include a description of how the

contractor will manage all construction-related traffic, deliveries, shift hours, parking locations, haul routes, and modifications to shuttle system operations, if any. The WTCP shall detail the locations for any variable message and other signs, lane striping changes, detours, or traffic signal modifications. The WTCP, TTS, and haul routes will require input from the LAX LAMP Project Task Force as well as all other AHJs. The DESIGN-BUILDER shall implement and comply with the following TMP measures to reduce construction-related traffic impacts associated with projects at LAX, including:

- 1) Designated Truck Delivery Hours: To the extent possible, truck deliveries of bulk materials such as aggregate, bulk cement, dirt, etc. to the project site, and hauling of material from the project site, shall be scheduled during off-peak hours to avoid the peak commuter and airport traffic periods on designated haul routes. Peak commuter traffic periods are between 7:00 a.m. to 9:00 a.m. and 4:30 p.m. to 6:30 p.m. Monday through Friday. Peak airport traffic periods occur throughout most of the day, therefore, to the extent possible, truck delivery hours shall be limited to overnight hours from 1:00 a.m. to 7:00 a.m.
 - 2) Designated Truck Routes: For dirt, aggregate, bulk cement, and all other materials and equipment, truck deliveries would be on designated routes only (freeways and non-residential streets). Designated truck routes are limited to:
 - a) Aviation Boulevard (Imperial Highway to Manchester Boulevard)
 - b) Manchester Boulevard (Aviation Boulevard to I-405)
 - c) Florence Avenue (Aviation Boulevard to I-405);
 - d) La Cienega Boulevard (north of Imperial Highway);
 - e) Pershing Drive (Westchester Parkway to Imperial Highway);
 - f) Westchester Parkway (Pershing Drive to Sepulveda Boulevard)
 - g) Century Boulevard (Sepulveda Boulevard to Aviation Boulevard)
 - h) Sepulveda Boulevard (Westchester Parkway to Imperial Highway)
 - i) Imperial Highway (Pershing Drive to I-405);
 - j) I-405; and
 - k) I-105.
 - 3) Stockpile Locations: All stockpile locations must be pre-approved by LAWA. Stockpile locations/laydown/staging areas shall be accessed by construction vehicles with minimal disruption near residential neighborhoods.
2. Maintenance of Traffic. To ensure that continued vehicular access to community facilities is maintained, DESIGN-BUILDER shall provide at least one lane of traffic in each direction on access cross streets that are not going to be dead-ended during construction. If one lane of traffic cannot be maintained, the contractor shall provide a detour route for motorists.
 3. Worksite Traffic Control Plans. Before the start of construction, WTCP and Traffic Circulation plans, including identification of detour requirements, will be formulated by the DESIGN-BUILDER in cooperation with the affected municipalities and other jurisdictions (County, State) in accordance with the WATCH manual and the California Manual on Uniform Traffic Control Devices (MUTCD) as required by the relevant municipality. The WTCPs will be based on lane requirements and other special requirements defined by the Los Angeles City Department of Transportation (LADOT), the affected municipalities for

construction within their city and from other appropriate agencies for construction in those jurisdictions. The WTCP's shall be designed to maintain designated safe routes to school wherever possible during times of the year when nearby schools are in session. The WTCP's shall be reviewed and coordinated with the LAMP Project Task Force 30 days in advance of any restriction or closure, or with as much notice as technically feasible.

4. Traffic Maintenance during Construction. The following shall be implemented during construction when the LAMP Project Task Force and appropriate city departments or local jurisdictions deem necessary:
 - a. Deliveries and pick-ups of construction materials shall be scheduled during non-peak travel periods to the degree possible and coordinated to reduce the potential of trucks waiting to load or unload for protracted periods of time.
 - b. Access shall remain unobstructed, or equivalent alternate access provided, for land uses in proximity to the project site during construction.
 - c. Unless otherwise specified in the WTCP, DESIGN-BUILDER shall maintain access to businesses, parking and pedestrian access during construction. If it is necessary to temporarily restrict access to a business, DESIGN-BUILDER shall provide the facility advance notice of restrictions. Unless otherwise specified in the WTCP, DESIGN-BUILDER shall schedule access restrictions to off-peak hours or during times when the business is closed and shall not fully restrict access for the total hours of operation of business on any given day of operation.
 - d. Relative to maintaining access to businesses, construction activities shall be sequenced to minimize the temporary removal of multiple blocks of on-street parking at one time unless otherwise specified by the WTCP.
 - e. DESIGN-BUILDER shall use temporary special signage to inform the public of closure information in advance of temporary closures. Signage shall also provide special access directions, if warranted.
 - f. Notice of closure will be prepared by DESIGN-BUILDER with legible maps and reviewed prior to dissemination by the LAMP Project Task Force.
 - g. A construction management plan accepted by LAWA shall be developed by DESIGN-BUILDER and will be implemented during construction, to include the following:
 - 1) Establish requirements for the loading, unloading, and storage of materials on the Project site
 - 2) Coordinate with the City and emergency and safety service providers to ensure adequate access is maintained to the project site and neighboring businesses.
5. Construction Traffic Staging: Construction operations, including, but not limited to, staging of construction traffic, shall be located as far from noise sensitive uses as feasible.
6. Maintenance of Haul Routes. DESIGN-BUILDER shall be responsible for maintenance of haul routes used, including both on- and off-airport roadways. The haul routes shall be maintained periodically and shall comply with City of Los Angeles or other AHJ requirements for maintenance. All on- and off-airport haul roads used by the DESIGN-BUILDER shall be restored to their original condition, or better, at the completion of construction.
7. Construction Employee Parking Locations. DESIGN-BUILDER's designated employee parking areas shall be as shown on their plans within their approved areas, including commercial/private parking lots and/or existing shuttle services, if used. If DESIGN-

BUILDER chooses to use shuttle buses, they shall operate from the designated employee parking areas to the work site. Shuttle buses shall comply with all applicable California Air Resources Board (CARB) and SCAQMD rules and regulations, and LAWA's Alternative Fuel Policy. As parking is at a premium within the Project Site and surrounding areas, carpooling is strongly encouraged. DESIGN-BUILDER shall ensure that all employees, including those of subcontractors, vendors, suppliers, etc. at all tiers, park in the designated parking locations and not on city streets, nor in nearby neighborhoods. A complete description of this operation shall be included within the DESIGN-BUILDER's TMP. All construction personnel will be required to attend an airport project-specific orientation meeting that will cover where to park, where staging areas are located, construction policies, etc.

8. Engineered Traffic Control Plans. DESIGN-BUILDER shall provide and implement an Engineered Traffic Control Plan, subject to LAWA review, comment, and approval, for any lane-closure or lane-restriction in the CTA, or any of the roads or ramps leading in or out of the CTA (Sepulveda Blvd, Century Blvd, World Way, Center Way, East Way, West Way, etc.). Traffic Control Plans shall be prepared, signed and stamped by a licensed Traffic Engineer, and shall be included in the Area Shutdown Request (ASR) at least 30 days prior to the requested shutdown start date.
- B. In addition to the mitigation measures identified above, DESIGN-BUILDER is required to comply with all AHJ guidelines and regulations.

4. STOCKPILES

A. Construction Material Stockpiles Locations and Maintenance:

1. All Stockpile locations require pre-approval by LAWA. Stockpile locations shall be accessed by construction vehicles with minimal disruption to nearby residential neighborhoods.
2. DESIGN-BUILDER shall seal the surface of all stockpiles of rock and earth materials that are not being actively constructed or mined with a dust control product. Treatment may include water spray via DESIGN-BUILDER-provided irrigation systems, proprietary non-toxic crusting agents, bituminous prime coat for dust control, anchored geotextile fabric or tarps, erosion control fabric, seeding, or other methods approved by LAWA. The method employed shall be appropriate for the expected duration of, and the material in, the stockpile. Throughout all stages of the project, DESIGN-BUILDER shall maintain the dust control seal to meet the requirements of this section. DESIGN-BUILDER shall submit the proposed method of sealing the stockpile area to LAWA for approval prior to its use. All costs of sealing, and maintaining stockpile seals, shall be considered incidental to other items and no separate measurement or payment will be made.
3. DESIGN-BUILDER shall use operational controls to reduce the dust potential of stockpiles and comply with applicable FAA, state and local environmental regulations. These operational controls may include, but are not limited to:
 - a. Locating stockpiles behind natural or manufactured windbreaks.
 - b. Locating the working area on the leeward side of the active piles.
 - c. Using stone ladders, telescopic chutes, stacker conveyors or other mechanical devices to limit the drop of fall and exposure to wind when the stockpile is being constructed.
 - d. Limiting the height of the stockpile in conformance to an approved FAA Airspace

Determination (7460).

- e. Watering as necessary for dust control, a minimum of three times per day or as directed by LAWA.
- f. Minimizing vehicle traffic and vehicle speeds in and around stockpiles.
- g. Avoiding steep sides or faces on stockpiles.
- h. Arranging stockpiles in such a direction to minimize wind erosion.

5. AIR POLLUTION CONTROL

A. DESIGN-BUILDER shall not discharge smoke, dust, equipment exhaust, or any other air contaminants into the atmosphere in such quantity as will violate any federal, state, or local regulations. DESIGN-BUILDER shall also abate dust nuisance by cleaning, sweeping, and spraying with water or other means as deemed necessary. The use of water shall conform to the water pollution control requirements contained in this contract.

B. Dust Control

1. The DESIGN-BUILDER shall be responsible for continuously removing from the site, and haul roads on and off the airport, excavated materials and debris resulting from the work. Vehicles exiting the Site shall have all dirt clods and mud removed from their tires prior to leaving the site.
2. The DESIGN-BUILDER shall continuously contain dust and debris and remove it from the Site at intervals sufficient to prevent dissemination outside work limits and as directed by LAWA. DESIGN-BUILDER shall use adequate watering techniques to alleviate accumulation of construction-generated dust.
 - a. The DESIGN-BUILDER shall be responsible for containment of dust emission from all construction, transport, storage, or handling activities, in accordance with SCAQMD Rule 403: Fugitive Dust.
 - b. The DESIGN-BUILDER shall be responsible for the continuous clean-up of all construction-related dirt on approach/exit routes to/ from the Site.
 - c. The DESIGN-BUILDER shall pave all construction access roads at least 100 feet onto the site (i.e., unpaved construction areas) from the main road(s).
 - d. During construction, DESIGN-BUILDER shall demonstrate that all ground surfaces are covered or treated sufficiently to minimize fugitive dust emissions.
 - e. The DESIGN-BUILDER shall be responsible for all roadways, driveways, sidewalks, etc., installed as part of the project being completed as soon as practical; in addition, building pads should be laid as soon as practical after grading.
 - f. The DESIGN-BUILDER shall locate rock-crushing operations and construction material stockpiles for all LAX-related construction in areas away from LAX-adjacent residents, to the extent possible, to reduce impacts from emissions of fugitive dust.
 - g. The DESIGN-BUILDER shall furnish trash bins with a closed cover for all debris resulting from construction. All debris shall be placed in trash bins daily. Trash bins, including large dumpsters, shall be covered at the end of each work day, during rain events, and/or when not actively used. Forms or false work that is to be reused shall be stacked neatly as they are being removed. Forms and false work that are not to be reused shall be disposed of immediately upon their removal.

- h. The DESIGN-BUILDER shall submit to LAWA a monthly log showing daily fugitive dust mitigation measures. The log shall specify the subject area, mitigation measures utilized, frequency of control, and other relevant information.
- 3. The DESIGN-BUILDER shall furnish and operate self-loading motor sweepers with spray nozzles for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete or as requested by LAWA.
 - a. DESIGN-BUILDER shall keep available at the job site, at all times, a minimum of three (3) self-loading operational vacuum motor sweepers, ELGIN Broom Bear or LAWA-approved equivalent, and at least one (1) water truck to maintain dust control and cleaning of pavements affected by DESIGN-BUILDER operations. DESIGN-BUILDER shall use this equipment as needed to keep pavement areas swept clean of debris, to the satisfaction of LAWA.
 - b. Sweepers shall be kept in good working condition and stationed within work areas to provide swift response as needed.
 - c. Motor sweepers shall be CNG-fueled, unless otherwise approved by LAWA.
- 4. DESIGN-BUILDER shall post a publicly visible sign(s) with the telephone number and person to contact regarding dust complaints; this person is required to respond and take corrective action within twenty-four (24) hours.
- 5. DESIGN-BUILDER shall implement additional dust controls for activities that generate dust, like concrete saw cutting, joints cleaning/widening, etc., or as required by LAWA.
- 6. Reclaimed water shall be used for dust control, to the maximum extent practicable. If/where feasible, DESIGN-BUILDER shall install raised water tank (Water Buffalo) and connect to reclaimed water lines where available and as directed by LAWA.

6. AIR QUALITY

- A. The DESIGN-BUILDER shall, to the extent feasible, have construction employees commute during off-peak hours.
- B. The DESIGN-BUILDER shall utilize an on-site rock crushing facility, when feasible, during construction to reuse rock/concrete and minimize off-site truck haul trips.
- C. The design, installation, and operation of any concrete batch plant or rock-crusher at LAX, including project-related LAWA-owned properties, by DESIGN-BUILDER, shall comply with the "Construction and Operation Compliance Manual" dated May 12, 2015, and all applicable requirements of the current SCAQMD Title V Permit for LAX.
- D. The DESIGN-BUILDER shall make access available for on-site lunch trucks during construction, as feasible and consistent with requirements pertaining to airport security, to minimize off-site worker vehicle trips.
- E. The DESIGN-BUILDER shall suspend use of all construction equipment during a second-stage smog alert in the immediate vicinity of LAWA.
- F. Tampering with construction equipment to increase horsepower or to defeat emission control devices is prohibited.
- G. The DESIGN-BUILDER shall prohibit construction diesel vehicles or equipment from idling in excess of the idling restrictions as defined in California Air Resources Board (CARB) Vehicle Idling Rule (i.e., idling no more than five (5) minutes). DESIGN-BUILDER shall advise drivers and operators of these requirements during subcontractor onboarding and/or orientation,

remind them on a daily basis, and post signs in appropriate places indicating the CARB Vehicle Idling Rule. Exemptions may be granted for safety-related and operational reasons, as defined by CARB or as approved by LAWA. DESIGN-BUILDER and their subcontractors shall have policies and procedures in place for compliance with the CARB Idling Rule and a copy of such shall be submitted within thirty (30) days of NTP to LAWA for approval.

- H. The DESIGN-BUILDER shall make every effort to utilize grid-based electric power at any construction site, where feasible. Grid-based power can be from a direct hookup or a tie-in to electricity from power poles. If diesel-fueled generators are necessary, generators with engines greater than 50 horsepower must meet the requirements of Section 6.N below.
- I. The DESIGN-BUILDER shall designate a person or persons to ensure the implementation of all components of the construction-related air quality / pollution-control measures through direct inspections, record reviews, and investigations of complaints.
- J. The DESIGN-BUILDER shall create, provide, and maintain a list of all equipment to be used, including subcontractors' equipment. The list shall be organized by DESIGN-BUILDER and subcontractor, and shall include equipment type, model, fuel source and emission characteristics. The list shall include subtotals and grand totals of quantities of equipment for each engine standard tier. The list shall be updated on a monthly basis and shall be submitted to LAWA in the monthly reports. DESIGN-BUILDER shall ensure that equipment is in proper working order to minimize harmful emissions.
- K. All diesel-fueled equipment used for construction shall be outfitted with the best available emission control devices, where technologically feasible, primarily to reduce emissions of diesel particulate matter (PM), including fine PM (PM_{2.5}), and secondarily, to reduce emissions of NO_x. This requirement shall apply to diesel-fueled off-road equipment (such as construction machinery), diesel-fueled on-road vehicles (such as trucks), and stationary diesel-fueled engines (such as electric generators). (It is unlikely that this measure will apply to equipment with Tier 4 engines, as these engines typically already incorporate the best available emission control devices.) The emission control devices utilized in construction equipment shall be verified or certified by CARB or US Environmental Protection Agency for use in on-road or off-road vehicles or engines. For vehicles and/or equipment outfitted with CARB approved BACT devices, the BACT device shall be approved by CARB as specified on the website <http://www.arb.ca.gov/msprog/ordiesel/vdecs.htm>. A copy of each unit's certified BACT documentation, and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment. This requirement applies to diesel equipment owned and/or operated by the DESIGN-BUILDER and their subcontractors (including all sub-tiers). For multi-year construction projects, a reassessment of equipment availability, equipment fleet mixtures, and best available emission control devices shall be conducted annually for equipment newly brought to the site each year.
- L. The DESIGN-BUILDER and their subcontractors (including all sub-tiers) shall use renewable diesel fuel in proposed project construction off-road equipment and on-site, on-road trucks, for at least 90 percent of diesel fuel demand.
- M. On-road medium-duty and larger diesel-powered trucks used on LAX construction projects with a gross vehicle weight rating (GVWR) of at least 14,001 pounds shall, at a minimum, comply with USEPA 2010 on-road emissions standards for PM₁₀ and NO_x. DESIGN-BUILDER requirements to utilize such on-road haul trucks or the next cleanest vehicle available will be subject to the provisions of section 6.O below.
- N. All off-road diesel-powered construction equipment greater than fifty (50) horsepower shall meet, at a minimum, USEPA Tier 4 (final) off-road emissions standards. DESIGN-BUILDER requirements to utilize tier 4 (final) equipment or the next cleanest equipment available will be

subject to the provisions of section 6.O below.

- O. Exceptions. The on-road truck and off-road construction equipment requirements set forth above in Paragraphs 6.L and 6.M of this section shall apply unless any of the following circumstances exist and the DESIGN-BUILDER or their Subcontractor provides a written finding consistent with project contract requirements and acceptable to LAWA that:
1. DESIGN-BUILDER or their subcontractor does not have the required types of on-road trucks or off-road construction equipment within its current available inventory and intends to meet the applicable requirements of the Paragraphs 6.M and 6.N. as to a particular vehicle or piece of equipment by leasing or short-term rental, and the DESIGN-BUILDER or their Subcontractor has attempted in good faith and due diligence to lease the vehicle or equipment that would comply with these measures, but that vehicle or equipment is not available for lease or short-term rental within one hundred twenty (120) miles of the project site, and the DESIGN-BUILDER has submitted documentation to LAWA that the requirements of this exception provision apply.
 2. The DESIGN-BUILDER or their subcontractor has been awarded funding by SCAQMD or another agency that would provide some or all of the cost to retrofit, repower, or purchase a piece of equipment or vehicle, but the funding has not yet been provided due to circumstances beyond the DESIGN-BUILDER or their subcontractor's control, and the DESIGN-BUILDER or their subcontractor has attempted in good faith and due diligence to lease or short-term rent the equipment or vehicle that would comply with Paragraphs 6.M and 6.N , as applicable, but that equipment or vehicle is not available for lease or short-term rental within one hundred twenty (120) miles of the project site, and the DESIGN-BUILDER has submitted documentation to LAWA showing that the requirements of this exception provision apply.
 3. DESIGN-BUILDER or their Subcontractor has ordered a piece of equipment or vehicle to be used on the construction project in compliance with Paragraphs 6.M and 6.N , as applicable, at least sixty (60) days before that equipment or vehicle is needed at the project site, but that equipment or vehicle has not yet arrived due to circumstances beyond the DESIGN-BUILDER or their subcontractor's control, and the DESIGN-BUILDER or their Subcontractor's has attempted in good faith and due diligence to lease or short-term rent a piece of equipment or vehicle to meet the applicable requirements of Paragraphs 6.M and 6.N , but that equipment or vehicle is not available for lease or short-term rental within one hundred twenty (120) miles of the project, and the DESIGN-BUILDER has submitted documentation to LAWA showing that the requirements of this exception provision apply.
 4. Construction-related diesel equipment or vehicle will be used on the project site for fewer than twenty (20) days per calendar year. DESIGN-BUILDER or their Subcontractor shall not consecutively use different equipment or vehicles that perform the same or a substantially similar function in an attempt to use this exception to circumvent the intent of Paragraphs 6.M and 6.N, as applicable.
 5. Documentation of good faith efforts and due diligence regarding the above exceptions shall include written record(s) of inquiries (i.e., phone log[s]) to at least three (3) leasing/rental companies that provide construction-related on-road trucks of the type specified in Paragraph 6.M above (i.e., medium-duty and larger diesel-powered trucks with a gross vehicle weight rating of at least 14,001 pounds) or diesel-powered off-road construction equipment such as the types to be used by the DESIGN-BUILDER or their subcontractor, documenting the availability/unavailability of the required types of trucks/equipment. LAWA will, from time-to-time, conduct independent research and verification of the availability of such vehicles and equipment for lease/rent within a one hundred twenty (120) mile radius of LAX, which may be used in reviewing the acceptability

of the DESIGN-BUILDER or their subcontractor's good faith efforts and due diligence.

In any of the situations described above, DESIGN-BUILDER or their subcontractor shall provide the next cleanest piece of equipment or vehicle as provided by the step-down schedules in Table A for Off-Road Equipment and Table B for On-Road Equipment.

Continued on next page

Table A Off-Road Compliance Step Down Schedule*		
<u>Compliance Alternative</u>	<u>Engine Standard</u>	<u>CARB-verified DECS (VDECS)</u>
1	Tier 4 <i>interim</i>	N/A**
2	Tier 3	Level 3
3	Tier 2	Level 3
4	Tier 1	Level 3
5	Tier 2	Level 2
6	Tier 2	Level 1
7	Tier 3	Uncontrolled
8	Tier 2	Uncontrolled
9	Tier 1	Level 2
** Tier 4 (interim or final) or 2007 model year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.		
Equipment less than Tier 1, Level 2 shall not be permitted.		

Table B On-Road Compliance Step Down Schedule*		
<u>Compliance Alternative</u>	<u>Engine Model Year</u>	<u>CARB-verified DECS (VDECS)</u>
1	2007	N/A**
2	2004	Level 3
3	1998	Level 3
4	2004	Uncontrolled
5	1998	Uncontrolled
** 2007 Model Year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.		
Equipment with a model year earlier than Model Year 1998 shall not be permitted.		

**How to use Table A and Table B: For example, if Compliance Alternative #1 is required by this policy but DESIGN-BUILDER cannot obtain an off-road vehicle that meets the Tier 4 interim standard (Compliance Alternative #1 in Table A) and meets one of the above exceptions, then DESIGN-BUILDER shall use a vehicle that meets the next compliance alternative (Compliance Alternative #2) which is a Tier 3 engine standard equipped with a Level 3 VDECS. Should DESIGN-BUILDER not be able to supply a vehicle with a Tier 3 engine equipped with a Level 3 VDECS in accordance with Compliance Alternative #2 and has satisfied the requirements of one of the above exceptions as to DESIGN-BUILDER's ability to obtain a vehicle meeting Compliance Alternative #2, DESIGN-BUILDER shall then supply a vehicle meeting the next compliance alternative (Compliance Alternative #3), and so on. If DESIGN-BUILDER is proposing an exemption for on-road equipment, the step-down schedule in Table B should be used. DESIGN-BUILDER must demonstrate that it has satisfied one of the exceptions listed in the selected Compliance Alternative # before it can use a subsequent Compliance Alternative. The goal of this requirement is to ensure that DESIGN-BUILDER has exercised due diligence in supplying the cleanest fleet available.*

- P. Nothing in the above specifications shall require an emissions control device (i.e., VDECS) that does not meet OSHA standards.
- Q. NON-ROAD MOBILE SOURCE CONTROLS DESIGN-BUILDER shall prohibit staging or parking of construction vehicles (including workers' vehicles) on streets in residential areas or adjacent to schools, daycare centers, hospitals, or places of worship.
- R. DESIGN-BUILDER shall prohibit construction diesel vehicles or equipment from idling in excess of the idling restrictions as defined in CARB Vehicle Idling Rule (i.e., idling no more than five (5) minutes). DESIGN-BUILDER shall advise drivers and operators of these requirements at the pre-construction orientation meeting, remind them on a daily basis, and post signs in appropriate places indicating the CARB Vehicle Idling Rule. Exemptions may be granted for safety-related and operational reasons, as defined by CARB or as approved by LAWA. DESIGN-BUILDER and Subcontractors shall have policies and procedures in place for compliance with the Vehicle Idling Rule and a copy of such shall be submitted within thirty (30) days of Notice to Proceed to LAWA for approval.
- S. STATIONARY POINT SOURCE CONTROLS DESIGN-BUILDER shall use a combination of electricity from power poles and electricity from portable diesel- or gasoline-fueled generators using "cleaner burning diesel" fuel and exhaust emission controls for his electrical energy requirements. DESIGN-BUILDER shall obtain approval of LAWA for the use of internal combustion engine water pumps, power generators, air compressors and other related construction equipment when an option exists to utilize grid power or electric powered equipment. In accordance with SCAQMD Rule 431.2, all diesel construction equipment shall use only Ultra Low Sulfur Diesel fuel (15 ppm or lower).

7. NOISE CONTROL

- A. The DESIGN-BUILDER shall provide a Construction Noise Control Plan (CNCP) in each of their design-package submittals, and shall implement and maintain the plan throughout all stages of the project. The CNCP shall describe how the DESIGN-BUILDER will manage construction related noise to comply with noise provisions of the City of Los Angeles Municipal Code (Chapter XI Article 1 and Section 41.40) and the requirements of this contract. The intent of the CNCP is to control noise impacts to noise-sensitive areas. Noise-sensitive areas are defined as residences, apartments, hotels, schools, day care centers, places of worship, and hospitals.

- B. Possible noise control measures to be proposed may include, but shall not be limited to, devices such as equipment mufflers, enclosures, and barriers on all construction equipment to reduce noise impacts. Natural and artificial barriers such as existing dirt berms, ground elevation changes, solid fencing, and existing buildings can be utilized, where appropriate, to shield construction noise. In particular, DESIGN-BUILDER shall use noise curtains during construction to shield noise-sensitive receptors from construction equipment-related noise when an increase of 5 dB(A) is projected to occur over the baseline exterior noise level. To verify efficiency of the noise curtains, LAWA will measure construction noise levels at the closest sensitive receptors in compliance with City standards. If noise levels exceed the 5 dB(A) increase, LAWA will require DESIGN-BUILDER to implement additional technical solutions and installation of (noise attenuation/shielding) equipment and will repeat measuring construction noise levels, until an increase of 5 dB(A) does not occur.
- C. Construction Staging. Construction operations shall be staged as far from noise-sensitive uses as feasible. Loading and unloading of heavy construction materials/equipment shall be located on-site and away from noise sensitive uses, to the extent feasible.
- D. Stationary source equipment that is flexible with regard to relocation (such as generators and compressors) shall be located at the greatest distance practical from sensitive land uses, and unnecessary idling (i.e., all nonessential idling of construction equipment shall be restricted to five minutes or less pursuant to Section 2449 *et.seq.* of the California Code of Regulations) of equipment shall be prohibited.
- E. Use “quiet-design” air compressors and other stationary noise sources when such technology/equipment is commercially available.
- F. Construction equipment not complying with the requirements of the CNCP shall be replaced with compliant equipment except where specifically approved by LAWA. DESIGN-BUILDER shall remedy environmental malfunctions within 24 hours of discovery of such or the equipment shall be removed from the site.
- G. The timing and/or sequence of the noisiest on-site construction activities shall avoid sensitive times of the day, as feasible (9:00 p.m. to 7:00 a.m. Monday - Friday; 6:00 p.m. to 8:00 a.m. Saturday; and anytime on Sunday and Holidays).
- H. The above requirements shall not relieve DESIGN-BUILDER from the responsibility for complying with local ordinances regulating noise level should they be more stringent.

8. SEWAGE SPILL PREVENTION AND EMERGENCY RESPONSE PLAN

- A. The DESIGN-BUILDER shall create, provide, maintain and implement a Sewage Spill Prevention and Emergency Response Plan. The plan shall address implementation of measures to prevent sewage spills; procedures for spill control and containment, notifications, emergency response, and cleanup; and spill and damage reporting. Plan will also need to comply with Bureau of Engineering Master Specification - Section 01563 Pollution Control - Sewage Spill Prevention And Response Requirements (Specification can be found on BOE website).
- B. The plan shall account for all storm drain systems and water courses within the vicinity of the Work which could be affected by a sewage spill. Catch basins that could receive spilled sewage shall be identified. Unless otherwise specified in the specifications, these catch basins shall be sealed prior to operating the bypass and pumping system. DESIGN-BUILDER shall remove all material used to seal the catch basins when the bypass and pumping system operations are complete.

- C. The DESIGN-BUILDER shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching a watercourse, recovery, and legal disposal of any spilled sewage, any fines or penalties associated with the sewage spilled imposed upon by LAWA and/or the DESIGN-BUILDER by jurisdictional regulatory agencies, and any other expenses or liabilities related to the sewage spill.
- D. Sanitation. DESIGN-BUILDER shall provide and maintain enclosed toilets, with secondary containment, for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.
- E. Wastewater shall not be interrupted. Should DESIGN-BUILDER disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system following all applicable codes.

9. WATER POLLUTION CONTROL

- A. The DESIGN-BUILDER shall conform to all applicable local, state, and Federal regulations and laws pertaining to water pollution control. DESIGN-BUILDER shall conduct and schedule its operations, and follow and implement best management practices, in such a manner as to prevent water pollution, including that by introducing sediments into the receiving water, as defined by National Pollutant Discharge Elimination System (NPDES) permit requirements.
- B. When required, the DESIGN-BUILDER shall obtain permits for erosion and water pollution control from the appropriate jurisdictional agency before the start of construction.
- C. Construction activities at LAX are subject to the requirements of the LAWA Guidance Manual for Construction Storm Water Pollution Prevention, as can be found at <https://www.lawa.org/-/media/lawa-web/environment/files/final-master-lawa-guidance-manual.ashx>.
- D. Work shall be in compliance with the requirements of the NPDES permit for the City of Los Angeles (NPDES Permit No. CAS004001), including the Los Angeles Standard Urban Stormwater Mitigation Plan (SUSMP) and the City's Low Impact Development (LID) Ordinance. Guidance on NPDES, SUSMP, and LID can be found on the City of Los Angeles' Stormwater website at <http://www.lastormwater.org>.
- E. In addition to complying with the applicable requirements of the NPDES permit requirements, DESIGN-BUILDER shall also conform to the following requirements:
 - 1. Sediments shall not be discharged to a storm drain system or receiving waters.
 - 2. Sediments generated on the work site shall be contained on the work site using appropriate Best Management Practices (BMPs).
 - 3. No construction-related materials, waste, spill, or residue shall be discharged from the Work site to streets, drainage facilities, receiving waters, or adjacent property by wind or runoff unless such discharge is in compliance with regulatory agencies requirements.
 - 4. Non-storm water runoff from equipment, vehicle washing, or any other activity shall be contained within the work site using appropriate BMP.
 - 5. Erosion shall be prevented. Erosion susceptible slopes, shall be covered, planted, or otherwise protected in a way that prevents discharge from the work site.

10. BEST MANAGEMENT PRACTICES

- A. The DESIGN-BUILDER shall create, provide, maintain and implement a SWPPP for the project.
- B. The DESIGN-BUILDER shall provide their SWPPP to LAWA for review and approval at least thirty (30) days prior to the start of construction or soil disturbing activities. The SWPPP shall be prepared in accordance with the requirements of the LAWA Guidance Manual for Construction Storm Water Pollution Prevention, as can be found at <https://www.lawa.org/-/media/lawa-web/environment/files/final-master-lawa-guidance-manual.ashx>.
- C. The DESIGN-BUILDER shall have a Qualified SWPPP Developer (QSD) design BMPs and implement and maintain such BMPs as are relevant to the work, as specified in the NPDES permit requirement.
- D. The DESIGN-BUILDER shall be responsible throughout the duration of the contract for installing, constructing, inspecting, maintaining, removing and disposing of BMPs as needed and/or as directed by LAWA for wind erosion control, tracking control, erosion and tracking control, non-storm water control, and waste management and materials pollution control. Unless otherwise directed by LAWA, DESIGN-BUILDER shall be responsible for BMP implementation and maintenance throughout any temporary suspension of the Work.
- E. All projects, regardless of size, shall implement good housekeeping BMPs to reduce the discharge of pollutants from construction sites and/or construction staging and laydown areas to the maximum extent practicable:
 1. Eroded sediments and other pollutants must be retained on site and may not be transported from the Site via sheet flow, swales, area drains, or natural drainage.
 2. Stockpiles of earth and other construction-related materials must be protected from being transported from the Site by water and/or wind.
 3. Fuels, oils, solvents, and other toxic substances originating from DESIGN-BUILDER's operations shall not be allowed to enter the ground water or be placed where they will enter a live stream, channel, drain, or other water conveyance facility. Spills may not be washed into the live streams, channels, drains, or other water conveyance facilities.
 4. Such features as drainage gutters, slope protection blankets, and retention basins shall be constructed concurrently with other work and at the earliest practical time. DESIGN-BUILDER shall exercise care to preserve vegetation beyond the limits of construction.
 5. Excess or waste concrete may not be washed into the public way, or any drainage system, onto soil. Provisions shall be made to retain concrete wastes on-site within appropriate storage/containment facility or system, such as roll-off bins specifically designed for such purpose (i.e., bins for storage of concrete waste wash water shall be designed, maintained, and monitored daily to avoid any leakage) or concrete washout pits that are properly designed, constructed, maintained, and monitored, until it can be appropriately disposed of or recycled.
 6. Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
 7. Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public ways. Accidental deposits must be swept up immediately and may not be washed down by rain or by any other means.
 8. After the completion of the work, the site shall be cleared of debris and restored to a

condition equal to or better than that existing before construction.

9. If utilized, DESIGN-BUILDER shall install fiber rolls along the toe of all slopes, face of slopes, and at the grade break of exposed slopes. Obstructions, including rocks, clods, and debris greater than one-inch in diameter, shall be removed from the ground before placing fiber rolls. DESIGN-BUILDER shall repair fiber rolls within twenty-four (24) hours of discovering damage. Fiber rolls, if used, shall be natural, fiber-wrapped (burlap/cotton) rolls. Monofilament, plastic-wrapped fiber rolls are not allowed on this project.
- F. The DESIGN-BUILDER shall comply with the SWRCB Order No. 2009-0009-DWQ (Construction Activities Storm Water General Permit) and all its amendments. DESIGN-BUILDER shall determine, in consultation with LAWA, the risk level for the Site in accordance with SWRCB Order No. 2009-0009-DWQ and determine which requirements are applicable.
- G. Compliance with SWRCB Order No. 2009-0009-DWQ, may include, but is not limited to the following:
 1. Prepare all permit registration documents.
 2. Have a qualified SWPPP developer, as defined in SWRCB Order No. 2009-0009-DWQ, develop a site-specific SWPPP.
 3. Submit SWPPP to LAWA for review and approval.
 4. Implement the SWPPP in accordance with SWRCB Order No. 2009-0009-DWQ (and all its amendments) requirements, including, but not limited to necessary and appropriate site monitoring by a Qualified SWPPP Practitioner (QSP) as defined in Order No. 2009-009-DWQ, and filing of required reports and notifications via Stormwater Multiple Application and Report Tracking System (SMARTS) (in consultation with LAWA).
 5. Assist in preparation of a Notice of Termination (NOT) upon completion of said construction work, fulfill all post-construction requirements under SWRCB Order No. 2009-0009-DWQ, and coordinate with LAWA the filing of the NOT via SMARTS. Note: For the revegetation of areas graded or disturbed during construction that are not subsequently paved or otherwise permanently stabilized as part of the contract, DESIGN-BUILDER is responsible for the successful establishment of the revegetation (i.e., at least 70 percent plant coverage), as well as any other applicable post-construction requirements, in order to be relieved of the SWPPP responsibilities including, but not limited to, ongoing BMP maintenance, inspections, and reporting.
 6. Failure to comply with SWRCB Order No. 2009-0009-DWQ and all its amendments may subject discharges to penalties imposed by the State. Dischargers may become liable to pay up to ten thousand dollars (\$10,000) a day pursuant to California Water Code section 13385, and another penalty of a minimum of one thousand dollars (\$1,000) pursuant to sections 13399.25-3399.43.
- H. Should the DESIGN-BUILDER violate any of the provisions of this subsection, or if pollution occurs in the work area for any reason, DESIGN-BUILDER shall immediately notify LAWA. In addition, DESIGN-BUILDER shall, within ten (10) days, submit written confirmation to LAWA describing the incident and corrective actions taken. DESIGN-BUILDER shall also comply with all discharge reporting requirements of SWRCB Order No. 2009-0009-DWQ. If pollution, for whatever reason, is detected by LAWA before notification by DESIGN-BUILDER, the required written confirmation shall also include any explanation of why DESIGN-BUILDER had not notified LAWA.

11. DEWATERING

- A. DESIGN-BUILDER shall prepare, provide, maintain and implement a dewatering plan as necessary for construction of the work. Dewatering shall be performed in conformance with all applicable local, state and federal laws and permits issued by jurisdictional regulatory agencies. Permits necessary for treatment and disposal of accumulated water shall be obtained by the DESIGN-BUILDER. Accumulated water shall be treated prior to disposal if required by their SWPPP and/or permit.
- B. The DESIGN-BUILDER's dewatering Plan shall identify the proposed location, type and size of dewatering devices and related equipment, including the size and type of materials composing the collection system, retainage system, treatment system (if required), and proposed disposal locations. The Plan shall include working drawings and supporting information detailing its proposed methodology of dewatering, treatment and disposal of accumulated water.
- C. If the proposed disposal location is a sanitary sewer, DESIGN-BUILDER shall submit to LAWA written evidence of permission previously granted from the regulatory agencies. If the proposed disposal location is a storm drain system or receiving body of water, the DESIGN-BUILDER shall submit written evidence of permission granted from appropriate regulatory agencies for usage of the storm drain system.

12. DRAINAGE CONTROL

The DESIGN-BUILDER shall prepare, provide, maintain and implement a Drainage Control Plan to ensure that storm and drainage water does not pond due to the temporary impacts to existing drainage facilities (blockages, removals, etc.). DESIGN-BUILDER shall provide temporary methods that allow for the passage of storm and drainage water in a manner equivalent to the existing drainage system, with provisions for water quality BMPs appropriate to the temporary methods.

13. RECYCLING AND SOLID RESOURCES MANAGEMENT

- A. The DESIGN-BUILDER shall recycle a minimum of eighty-five percent (85%) of waste materials generated during construction and demolition. Waste materials to be recycled may include, but are not limited to, asphalt, concrete, drywall, steel, aluminum, ceramic tile, and architectural details. The required recycling/reduction of construction and demolition waste can be accomplished either directly onsite by DESIGN-BUILDER (i.e., onsite crushing and reuse of concrete waste, as applicable) or by taking project-related waste to a City certified construction and demolition waste processor or combination thereof, as feasible.
- B. DESIGN-BUILDER shall provide a monthly report to LAWA on their recycling and solid resources management, including quantitative data (by weight and/or volume) of the materials recycled, reused and/or disposed of for the project, with subtotals and grand totals provided for each material type (i.e. concrete, steel, etc.).

14. TRIBAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES

- A. Grading and excavation shall be subject to requirements of the LAX Master Plan Archaeological Treatment Plan (ATP), available at https://www.lawa.org/-/media/lawa-web/lawa-our-lax/studies-and-reports/mitigation-monitoring/archaeological_treatment_plan.ashx.

- B. Grading and excavation shall also be subject to the requirements of the LAX Master Plan Paleontological Management Treatment Plan, available at: https://www.lawa.org/-/media/lawa-web/lawa-our-lax/studies-and-reports/mitigation-monitoring/archaeological_treatment_plan.ashx
- C. Personnel involved in grading and excavation shall be required to attend a briefing by the Project's Cultural Resource Monitor regarding the identification of cultural resources, including archaeological resources, paleontological resources, and historic resources, and the correct procedures for notifying the relevant individuals should such a discovery occur during Project excavation.
- D. Prior to grading/excavation, DESIGN-BUILDER will consult with a Tribal monitor to determine, based on specific design information and soils information, the probability of encountering cultural or archaeological resources and identify the areas/construction elements that will be subject to archaeological and cultural resource monitoring.
 - 1. As part of the above consultation process, LAWA will require that the DESIGN-BUILDER provide to LAWA, at least 90 days prior to grading/excavation, construction plans/specifications indicating whether and where grading/excavation will or may occur at depths greater than 5 feet beneath unpaved areas or 10 feet beneath paved areas.
 - 2. In the event that it is determined, through the above consultation process, that project grading/excavation activities will be monitored by a Tribal monitor, DESIGN-BUILDER shall allow the Tribal monitor to access project areas during such grading/excavation activities.
 - 3. The Tribal monitor will work independently from any other cultural resource monitor to monitor ground disturbing activities identified at project initiation to have the potential for encountering archaeological resources in undisturbed soils.

15. HAZARDOUS AND/OR REGULATED MATERIALS

- A. The DESIGN-BUILDER shall provide a Hazardous Materials Management Plan (HMMP) to describe their methods and procedures to safely detect, locate, identify, monitor, test, analyze, quantify, handle, treat, transport and dispose of hazardous and/or regulated materials within buildings, soils, and other areas on the project site in accordance with all federal, state and local rules and regulations. This includes, but is not limited to, asbestos, lead, mercury, polychlorinated biphenyls (PCBs), refrigerants, petroleum hydrocarbons, fuels, volatile organic compounds (VOCs), and other hazardous and/or regulated materials. DESIGN-BUILDER shall submit their HMMP to LAWA for review and approval prior to starting construction or excavation, and shall provide updates as needed throughout construction and closeout.
 - 1. The DESIGN-BUILDER shall identify their Hazardous Materials Manager in their HMMP; a person qualified to identify hazardous and/or regulated materials, initiate response and contingency plans, provide notifications to LAWA and the proper regulatory agencies in the event of encountering such materials, and training personnel onsite as needed.
 - 2. The DESIGN-BUILDER shall identify their subcontractors, test labs and disposal sites for Hazardous and/or regulated materials in their HMMP.
- B. The DESIGN-BUILDER shall immediately notify LAWA of any observances or occurrences of hazardous materials or other materials that pose a safety or regulatory risk.
- C. The DESIGN-BUILDER shall perform sampling and analysis of any suspect-material identified during the design and preconstruction stages of the project to mitigate risk during demolition

and construction.

- D. Unless otherwise directed by LAWA, DESIGN-BUILDER shall safely remove from airport property all hazardous materials discovered on the Project Site in accordance with all federal, state and local rules and regulations.
- E. The DESIGN-BUILDER shall not introduce chemicals to any LAWA site without prior approval from LAWA. In case of such approval, DESIGN-BUILDER shall provide complete Material Safety Data Sheets (MSDS) or other data as requested by LAWA.
- F. Given the function and age of the existing facilities on the project-site, it is reasonable to suspect that some amount of hazardous materials and/or regulated substances will be encountered by the DESIGN-BUILDER during performance of the work. Therefore, it is imperative that the DESIGN-BUILDER prepares their HMMP during the early stages of site investigations, and begins implementation of their HMMP long before the GMP/CGMP is established.
- G. Some materials and items found in the buildings and site involved in the work are known to contain or may contain materials known to the State of California to be either hazardous, carcinogenic, or reproductive toxins. Such materials require special handling and disposition if encountered during demolition, remodeling, or other physical alteration, and include, but are not limited to, those with asbestos containing materials (ACM) or asbestos containing building materials (ACBM), lead-based paint (LBP), mercury primarily in lighting equipment, and polychlorinated biphenyls (PCBs).
- H. The DESIGN-BUILDER shall refer to PR-19 for additional requirements for Soils Impacted by Petroleum Hydrocarbons.

16. ENVIRONMENTAL MONITORING AND CONTROL

- A. The DESIGN-BUILDER shall demonstrate their compliance with all environmental requirements on the project by submitting a monthly environmental report throughout all stages of the project. The monthly report shall include narrative and/or bulleted updates, photos, lists, matrices, and other qualitative and quantitative data. LAWA will also randomly monitor DESIGN-BUILDER's compliance with environmental mitigation requirements throughout the term of the contract.
- B. In addition to any other penalty that may be imposed by other agencies, LAWA retains the authority to assess penalties for non-compliance. These penalties will be of one thousand dollars (\$1,000) per day and per occurrence for each non-compliance of the specified requirements herein as deemed by LAWA.
- C. In the event such non-compliance is not fully addressed and corrected to the satisfaction of LAWA within 24 hours from the time the non-compliance is first observed or noted by LAWA, or a corrective action plan acceptable to LAWA is not provided within that 24-hour period, the penalties set forth above in Subsection 16.B shall be increased daily by 100 percent (i.e., \$1,000 on Day One, \$2,000 on Day Two, \$4,000 on Day Three, \$8,000 on Day Four, and so on) until the non-compliance is corrected to the satisfaction of LAWA or an acceptable corrective action plan is provided to LAWA.
- D. All of the DESIGN-BUILDER's records related to the implementation of these construction related measures are subject to a Third-Party Monitor review and LAWA audit at any time, and for the duration of the contract. These records shall be part of the DESIGN-BUILDER's record documents provided to LAWA.
- E. Unless otherwise provided, all requirements of this section shall be considered incidental to

other items and no separate measurement or payment will be made.

END OF PR-18 ENVIRONMENTAL

PR-19 REMOVAL AND DISPOSAL OF CONTAMINATED MATERIALS

1. GENERAL

- A. Past and present operations at LAWA involve the use of various chemicals and hazardous materials, including, but not limited to, underground pipelines and fueling systems and aboveground fueling activities, aircraft and equipment maintenance, and the like. The confirmed or potential presence of underlying soils impacted by such chemicals and materials is known to occur at the airport, and there is the potential for encountering such impacted soils during excavation, grading, boring, or other earthwork activities.
- B. This section includes the identification, testing, screening, excavation, segregation, handling, stockpiling, transportation, characterization, and disposal of soil that is suspected or confirmed to be impacted by petroleum hydrocarbons (i.e., fuels), as may be encountered at the LAWA airports during site earthwork or any other construction activities. In the event soils or other materials are encountered and are known or suspected to be contaminated or hazardous for reasons other than being impacted by petroleum hydrocarbons (i.e., asbestos containing materials, solvents, chemically treated wood, etc.), a separate scope of work specific to the particular soils/materials encountered will be defined separately elsewhere in the contract documents.

2. REFERENCES

- A. California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA).
- B. SCAQMD, Rule 1166 - Volatile Organic Compound Emissions from Decontamination of Soil.

3. PROCEDURE FOR THE MANAGEMENT OF PETROLEUM HYDROCARBON IMPACTED SOIL ENCOUNTERED DURING CONSTRUCTION

- A. DESIGN-BUILDER shall provide a HMMP to describe their methods and procedures to safely detect, locate, identify, test, analyze, quantify, characterize, monitor, screen, excavate, handle, segregate, stockpile, treat, transport and dispose of soil that has been suspected or confirmed to be impacted by petroleum hydrocarbons (i.e. fuels). DESIGN-BUILDER shall submit their HMMP to LAWA for review and approval prior to starting construction or excavation, and shall provide updates as needed throughout construction and closeout.
- B. DESIGN-BUILDER shall comply with applicable federal, state, and local regulations in their management of impacted soils. This includes, but is not limited to, SCAQMD; California Environmental Protection Agency (EPA); Department of Toxic Substances Control (DTSC); RWQCB; DOT; and Los Angeles Fire Department (LAFD).
- C. When required by permit and regulation; excavation of soils impacted or potentially impacted by hydrocarbons shall be performed in accordance with requirements of SCAQMD Rule 1166, such as in the case when excavation or grading is undertaken in areas where the use, storage, or transfer (piping) of volatile organic compound (VOC) materials, including fuels, has occurred, where previous investigation has determined that VOCs are present, or where visual or olfactory observation of soils impacted or potentially impacted by hydrocarbons occurs during excavation or grading. DESIGN-BUILDER shall provide a site-specific plan and permit for the excavation, grading, handling, storage, treatment and/or disposal of soil

containing VOCs in accordance with the AQMD Rule 1166.

- D. DESIGN-BUILDER shall provide personnel qualified to identify potentially impacted soil and shall also have trained personnel present on site to initiate spill response and to contact the proper regulatory agencies in the event of encountering contaminated soils. The citation and qualifications of such personnel must be included in the DESIGN-BUILDER's site specific health and safety plan and HMMP.
- E. DESIGN-BUILDER shall immediately notify LAWA of any observances or occurrences of soil contamination. In the case of any fuel spill or discovery of uncontained free product (raw fuel in liquid state) within the excavation, especially when strong odors or fumes are detected from such material, DESIGN-BUILDER shall contact both LAWA and LAFD. For active fuel release, stopping the spill at the source shall be a priority.
- F. DESIGN-BUILDER shall not introduce chemicals to any LAWA airport site without prior approval from LAWA. In case of such approval, DESIGN-BUILDER shall provide complete MSDS or other data as requested by LAWA.
- G. DESIGN-BUILDER shall plan their activities so that parallel activities can continue in other areas of the project site while any contamination is investigated and/or remediated so that any impact to the overall project schedule is minimized.
- H. DESIGN-BUILDER shall quantify all potentially VOC contaminated soil and impacted soil by the cubic yard (CY) for sampling, analysis, documentation, excavation, stockpiling, re-use and removal from airport property, as identified in the contract documents, and per regulatory requirements.
- I. DESIGN-BUILDER shall include in the HMMP, and provide at the end of the project, a "Contaminated Soil and Hazardous Material Management Report" that details the characterization and disposition of all contaminated soil and hazardous material removed from the project site. This report shall include at minimum the following sections:
 - 1. Identification of DESIGN-BUILDERS, Subcontractors, qualified environmental consultants, test labs, disposal sites and associated contract responsibilities;
 - 2. Soil management approach;
 - 3. Soil sampling and analyses;
 - 4. Soil disposition for the several "phase" areas of earthwork;
 - 5. Confirmation sampling at the limits of excavation;
 - 6. Other data as required.

4. PETROLEUM HYDROCARBON-IMPACTED SOIL TESTING

- A. Oil company pipelines, above and below ground fuel tanks, and pipelines for the various fuel delivery systems are known to exist on the airport. DESIGN-BUILDER shall contract with an environmental consultant (i.e., a professional consultant/firm qualified and experienced in the assessment, management, and handling of non-designated/non-hazardous contaminated soils/materials as well as hazardous soils/materials) capable of soils testing to assess the nature and geographic extent of such soils occurring within the project area, and formulate a grading approach and schedule that will avoid unnecessary interruptions or delays due to special handling requirements of impacted soils. DESIGN-BUILDER's environmental consultant shall also be available to assess soils known or suspected to be impacted by

hydrocarbons or contaminants that are unexpectedly encountered during site grading and excavation.

- B. DESIGN-BUILDER's environmental consultant shall have experience in complying with all aspects of SCAQMD Rule 1166 including, but not limited to, the ability to expeditiously obtain approval from SCAQMD for a Rule 1166 Various Locations Mitigation Plan or Rule 1166 Site Specific Mitigation Plan. It is DESIGN-BUILDER's responsibility for complying with all requirements of SCAQMD Rule 1166 without interruption or delay in the project schedule.
- C. DESIGN-BUILDER shall exercise care in the event that soils known or suspected to be impacted by hydrocarbons or contaminants are encountered during excavation of soil in all areas of the project.
- D. Identification and Screening. The monitoring for, and identification and screening of, soils for the presence of VOC materials will be based on whether such materials are known or suspected to be present within the specific area of excavation/grading, or whether the area is subject to the requirements of SCAQMD Rule 1166 (i.e., when excavation or grading is undertaken in areas where the use, storage, or transfer (piping) of VOC materials, including fuels, has occurred), or where visual or olfactory observation of soils impacted or potentially impacted by petroleum hydrocarbons or other VOC materials occurs during excavation or grading.
- E. Petroleum hydrocarbon-impacted soils may be identified by characteristic odor (i.e., a moderate to strong hydrocarbon odor, or other strong or unusual odors) and/or dark gray to black or greenish staining of the soil. The measurement of VOC levels near excavated soils using a photoionization detector (PID), measured within three (3) inches of the excavated soils, within three (3) minutes after being excavated, can also determine the presence of impacted soils. If petroleum hydrocarbon-impacted soils are found or suspected to be present, the measured VOC levels provide the basis for screening and preliminary characterization of the excavated soils, as follows:
 - 1. PID Reading of > 50 parts per million (ppm): This excavated material is considered under SCAQMD Rule 1166 to be "Contaminated" and must be treated/disposed of within thirty (30) days of excavation. Contaminated soil is subject to special handling requirements set forth in the following Sections.
 - 2. PID Reading of between 1 ppm and 50 ppm: This excavated material is not VOC Contaminated (Non-Contaminated) pursuant to SCAQMD Rule 1166.
 - 3. PID Reading of less than 1 ppm (and no visual or olfactory sign of being hydrocarbon-impacted): This excavated material is considered to be neither contaminated nor impacted, and is not subject to any special requirements for handling, reuse, or disposal (i.e., Unrestricted).

5. HANDLING OF CONTAMINATED AND NON-CONTAMINATED/IMPACTED SOIL

The following table summarizes the special handling requirements associated with contaminated and non-contaminated/impacted soils.

Soil Category	PID Reading	Handling Requirements
Contaminated	>50 ppm	<ul style="list-style-type: none"> • Manage soil in accordance with the DESIGN-BUILDER's HMMP, SCAQMD Rule 1166 Mitigation Plan, and Project Storm Water Pollution Prevention Plan (SWPPP). • Spray with water or approved vapor suppressant prior to transport. • Segregate and transport to contaminated stockpile area designated by LAWA • Conduct characterization as related to soil disposition – see Section 7 below • Immediately transport to LAWA-approved treatment, storage, and disposal facility (TSDF) – see Section 7 below. • Contaminated soil must be removed from the Site within thirty (30) days of excavation.
Contaminated	>1,000 ppm	<ul style="list-style-type: none"> • Manage soil in accordance with DESIGN-BUILDER's HMMP, SCAQMD Rule 1166 Mitigation Plan, and SWPPP. • Immediately spray soil and work area with water or approved vapor suppressant. • Place soil in SCAQMD-approved containers with vapor-tight lids, OR • Load directly into trucks, spray with vapor suppressant, conduct characterization as related to soil disposition, and transport immediately off-site to approved TSDF - see requirements for disposition below. • Notify SCAQMD within one hour of detection. • Contaminated soil must be placed in AQMD approved sealed containers equipped with vapor tight lids and transported to a LAWA-approved disposal facility within 30 calendar days OR shall be directly loaded into trucks and handled per Rule 1166 requirements and transported immediately offsite to a LAWA-approved disposal facility.
Non-Contaminated Impacted	≥1 ppm - <50ppm	<ul style="list-style-type: none"> • Manage soil in accordance with requirements of SWPPP. • Segregate and transport to designated stockpile areas. • Demonstrate that soil is safe to be reused onsite, and/or coordinate with disposal facilities for characterization and disposal.

6. DISPOSITION OF CONTAMINATED SOIL

- A. DESIGN-BUILDER shall conform to all local, state, and federal laws and regulations regarding the removal, handling, and transport of contaminated materials. DESIGN-BUILDER shall provide LAWA documentary evidence (manifests, bill of ladings, weight tickets) of legal disposal of all unsuitable-for-reuse materials. All costs associated with contaminated soil testing, excavation, transportation, remediation/recycling, and disposal shall be included in the respective CGMP or GMP proposal.
- B. DESIGN-BUILDER shall propose a disposal/recycle method and facility/location for disposal of soils. Acceptance of the proposed disposal/recycle method and facility is subject to review and approval of LAWA.
- C. Soil Disposal and Reuse. Soil shall be disposed of, recycled, or reused in accordance with the DESIGN-BUILDER's HMMP, regulatory requirements and as directed by LAWA. Non-Contaminated and VOC contaminated soil will be sampled in accordance with the proposed TSDF or other intended recipient. For example, Soil Safe's Recycling Facility typical sampling requirements as of November 2013 are: "Unless otherwise noted, composite samples should be collected with the following frequency: 1 sample for 100 cubic yards (cy) or less; 3 samples for 500 cy; 5 samples for 1000 cy and 1 additional sample for each additional 500 cy greater than 1000 cy." Such sampling and soil characterization shall occur prior to transport for disposal, recycle or reuse. Disposal facilities, including recycling facilities, establish their own criteria for acceptance of these materials and typically provide them to the DESIGN-BUILDER on request. DESIGN-BUILDER is responsible to determine facility-specific acceptance criteria and the laboratory testing methods necessary to meet those criteria. Procedures include but are not limited to;
 1. sample and analyze samples at a qualified laboratory;
 2. prior to submitting results of analysis to the disposal/recycling facility; DESIGN-BUILDER shall request the permanent or temporary EPA ID number from LAWA for the specific project location;
 - a. LAWA can typically provide a temporary EPA ID number in one business day.
 - b. Temporary EPA ID numbers are valid for 90 days from date of issue to LAWA.
 3. submit analytical results to the disposal/recycle facility to obtain a draft waste profile;
 4. obtain required profiles (from the disposal facility);
 5. obtain manifests/bill of ladings (from the disposal facility);
 6. provide other documents required for transportation and disposal, recycle or reuse of soil for all VOC contaminated and non-contaminated soils.
- D. DESIGN-BUILDER shall submit waste profiles to LAWA for review and approval. Once approved by LAWA, the signed profiles will be provided to the DESIGN-BUILDER. LAWA's review and approval process typically takes seven (7) days, providing that the waste profile form is properly completed;
 1. submit the draft profile, including the complete analytical results, chain of custody documentation and quality control data, and a statement from a qualified individual that they have "reviewed the results and, based on that review, the draft profile is correct and complete";
 2. The LAWA Environmental Coordinator will review the draft profile and forward to the LAWA Generator Representative for generator review and approval; the approved signed

profile will be returned directly to the DESIGN-BUILDER.

3. The DESIGN-BUILDER will submit a request for inspection to LAWA Inspections if a generator signature is required for the shipping documents.
- E. VOC Contaminated Soil – Non-hazardous. VOC contaminated soil (as determined by SCAQMD Rule 1166 screening procedures) that has been characterized as non-hazardous waste (as determined by review of sample analysis for characterization for disposal) will be disposed of by recycling (i.e., thermal desorption) or as directed by LAWA. Such recycling facilities include, but not limited to:

Thermal Remediation Solutions, Waste Management
1211 W. Gladstone Street
Azusa, CA 91702
Soil Safe
12328 Hibiscus Road
Adelanto, CA 92301
- F. DESIGN-BUILDER shall obtain a certificate of recycle for all project soils treated at the facility and provide the certificate(s) to LAWA as a submittal. No payment for the work will occur until LAWA receives these certificates.
- G. VOC Contaminated Soil - Hazardous. VOC contaminated soil (as determined by SCAQMD Rule 1166 screening procedures) that has been characterized as hazardous - RCRA or Non-RCRA Waste (as determined by review of sample analysis for characterization for disposal) will be disposed of at a facility designated by LAWA. Disposal facilities for RCRA and non-RCRA waste include, but not limited to:

US Ecology
PO Box 578
Hwy 95, 12 Miles South of Beatty
Beatty, NV 89003
- H. Non-Contaminated Soil. Non-Contaminated impacted soil (i.e., soil with PID reading of between 1 and 50 ppm) will be sampled and analyzed by the DESIGN-BUILDER as directed by LAWA. Pending analytical results; non-contaminated impacted soil will be disposed of or reused as directed by LAWA.
- I. Transporting Soil. Soils will be transported in accordance with the approved DESIGN-BUILDER HMMP. VOC contaminated soil will be loaded and handled in accordance with AQMD Rule 1166 and other requirements for the transport of regulated waste.
- J. Non-Contaminated non-impacted soil that has been characterized based on sampling and review of analysis as unregulated waste and unrestricted soil may be transported as unregulated soil.

END OF PR-19 REMOVAL AND DISPOSAL OF CONTAMINATED MATERIALS

PR-20 SUSTAINABILITY REQUIREMENTS

1. GENERAL

Compliance with this Section does not exempt DESIGN-BUILDER or its subcontractors from compliance with the EIR/MMRP, other applicable permits, approvals, requirements, rules and regulations of other agencies with jurisdiction over the work of this contract.

2. SUSTAINABLE PROJECT MANAGEMENT

- A. Construction Scheduling and Sequencing. DESIGN-BUILDER will coordinate material deliveries with installation times employing where possible “just in time” deliveries and provide pre-construction plans and schedules that show material deliveries and installations.
- B. Paperless Submittals and Change Orders. To the greatest extent possible and with LAWA’s approval, electronic submittals/correspondence, revisions and RFIs will be dealt with electronically via the Prolog Manager® Project Management Software.

3. SUSTAINABLE CONSTRUCTION ACTIVITIES

- A. Erosion and Sedimentation Control Measures. DESIGN-BUILDER shall prepare and implement an Erosion and Sedimentation Control in accordance with the Environmental Mitigation Requirements and Special Construction (PR 18).
- B. Dust Control. DESIGN-BUILDER is to comply with BMP shall be implemented in accordance with “Environmental” PR-18.
- C. SWPPP. DESIGN-BUILDER will develop and implement a SWPPP for the construction site activities in accordance with “Environmental” PR-18.
- D. Recycle and Reuse of Construction Materials. DESIGN-BUILDER is required to adhere to the requirements of Environmental Mitigation and Special Construction Requirements PR 18.
- E. Construction Vehicles. DESIGN-BUILDER shall meet requirements for prohibiting vehicle idling in accordance with the environmental requirements defined in “Environmental” PR-18.
- F. Low Emission Construction Vehicle. DESIGN-BUILDER shall meet the emission requirements for construction vehicles in accordance with “Environmental” PR-18.
- G. Construction Noise Levels. DESIGN-BUILDER shall meet the requirements of “Environmental” PR-18.
- H. Construction Roadways: Prevent and repair roadway damage during construction. DESIGN-BUILDER will ensure that construction related vehicles operated on public roadways will not exceed maximum design load of any road that they will use. DESIGN-BUILDER is also responsible for ensuring that construction vehicles with the tractor treads are not driven on roadways. Should any accidents involving construction vehicles occur, DESIGN-BUILDER must report them immediately to the Police and LAWA. Any incident reports must be submitted to the appropriate law enforcement agency and LAWA.

4. CLEANING IN GENERAL

- A. DESIGN-BUILDER shall at all times keep premises free from accumulations of waste material

or rubbish caused by DESIGN-BUILDER 's employees or work, or employees or work of subcontractors, and shall remove rubbish from and about areas of work and DESIGN-BUILDER 's and subcontractors' tools, scaffolding and surplus materials and shall leave the work "broom clean", or its equivalent, except as hereinafter specified. In case of dispute between DESIGN-BUILDER and other contractors employed on or about the work areas, as to responsibility for removal of rubbish, etc., or in case debris is not promptly removed as herein required, the State may remove rubbish, etc., and back charge the DESIGN-BUILDER.

- B. At all times, project working area and site shall be kept clean and orderly. Dirt, debris, waste, rubbish and disused implements and equipment shall be removed frequently and not allowed to accumulate more than 24 hours. Flammable and toxic materials shall not be stored in structures.

C. PROGRESS CLEANING

1. General:

- a. Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
- b. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
- c. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
- d. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- e. Maintain project site free of waste materials and debris

2. Work Areas:

- a. Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
- b. Remove liquid spills promptly.
- c. Where dust would impair proper execution of the work, broom-clean or vacuum the entire work area, as appropriate.

3. Installed Work:

- a. Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

4. Concealed Spaces:

- a. Remove debris from concealed spaces before enclosing the space

5. Exposed Surfaces in Finished Areas:

- a. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of completion.

6. Waste Disposal:

- a. Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

7. Progress Cleaning:

- a. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at completion.
- b. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

8. Limiting Exposures:

- a. Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

D. FINAL CLEANING

1. Within contract limits, clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces vacuum carpeted and soft surfaces.
 - a. Clean equipment and fixtures to sanitary condition, clean or replace filters of mechanical equipment.
 - b. Clean roofs, gutters, downspouts and drainage systems.
 - c. Glass: Clean all glass, interior and exterior, affected by work of this project; including removal of foreign material from glass.
2. Clean site: Sweep paved areas, rake clean other surfaces.
3. Remove waste and surplus materials, rubbish and construction facilities from project and from site.
4. Dust, dirt, stains, hand marks, paint spots, and like defects shall be completely removed from surfaces. Metal surfaces shall be cleaned, using only non-corrosive and non-abrasive materials.
5. Final Inspection: Deficient cleaning operations, as determined by the State, shall be immediately corrected as directed.

E. DISPOSAL

1. Under no circumstances shall rubbish or waste material be disposed of in site fills or backfills. Debris, rubbish, and waste or surplus material shall be removed from the State property daily and legally disposed of.

END OF PR-20 SUSTAINABILITY REQUIREMENTS

PR-21 BUILDING INFORMATION MODEL (BIM) AND VDC COORDINATION

1. GENERAL

- A. Design-Builder shall employ BIM and VDC tools to facilitate the design, construction, coordination, scheduling, estimating, phasing, and close out of the Work. The BIM and VDC will be developed and refined based on LAWA's BIM Execution Plan (BXP) template in a coordinated effort between LAWA and the Design-Builder. The final BXP shall be formally submitted to LAWA for review and approval. The BIM Process shall be an integral part of project delivery and shall be used for:
1. Enabling all stakeholders to view and track the project throughout design, construction and closeout.
 2. Enabling a coordinated Design-Build delivery of construction documents and fabrication/shop drawings. The Design-Builder, its Design Professionals and Consultants, its Subcontractors and their Subcontractors shall assist, integrate and use the BIM model for the creation of construction documents and shop drawings as described in VOL 2- LAWA BIM Requirements, located in LAWA's Design and Construction Handbook. (<https://www.lawa.org/en/lawa-businesses/lawa-documents-and-guidelines/lawa-design-and-construction-handbook>)
 3. Enabling cost and schedule project tracking via 4D and 5D BIM model information. 5D BIM model information will not be required until approval of the schematic design (30%) package submittal.
- B. BIM Manager: DESIGN-BUILDER shall appoint a BIM manager to develop and oversee the BIM Execution Plan (BXP) as defined in the LAWA BIM Standards and Requirements (see hyperlink above). Additional qualified staff and support shall be made available to ensure adequate progress in the implementation and integration of the LAWA BIM Standard throughout the Design-Build team. Refer to the LAWA BIM Standards and Requirements in the DCH for a complete description of the BIM Manager's roles and responsibilities.

2. BUILDING INFORMATION MODEL (BIM) REQUIREMENTS

- A. The DESIGN- BUILDER's BIM Model shall be developed, maintained and delivered according to the LAWA BIM Standards and Requirements (See the hyperlink above for the complete LAWA BIM Standards and Requirements). The following is a partial list of topics covered:
1. General Requirements
 2. BIM Uses
 3. BIM Execution Plan (BXP)
 4. Procedures and Methods
 5. Coordinate System/Shared Coordinates
 6. Model File Naming
 7. Level of Detail
 8. Level of Development
 9. Design Review

10. Interim Model Reviews
11. QC/QA Requirements
12. Commissioning Requirements
13. Spatial Coordination and Clash Detection
14. 4D/5D Model Simulation
15. Construction Simulation
16. Reconciled Record Model Requirements
17. Facility Management
18. GIS Integration

3. RELATED PROJECT REQUIREMENTS

- A. Refer to the following Project Requirements for additional BIM related requirements:
 1. PR-7 Utilities
 2. PR-9 Submittal Procedures
 3. PR-16 Surveying
 4. PR-25 Project Record Documents

END OF PR-21 BUILDING INFORMATION MODEL (BIM) AND VDC COORDINATION

PR-22 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

1. GENERAL

LAWA envisions this project will involve multiple Component Guaranteed Maximum Price (CGMP) Proposals for select project components, prior to establishing an overall Guaranteed Maximum Price (GMP) for the entire Project.

Each CGMP and/or GMP (collectively (C)GMP) Proposal shall clearly and conspicuously identify any proposed deviation from the Contract, in writing, and any such deviation must be specifically accepted by LAW A, in writing. In the event of a conflict between any term of the (C)GMP Proposal that was not clearly and conspicuously identified and approved by LAW A, the terms of the Contract and its attachments shall control.

2. (C)GMP DEVELOPMENT

- A. Building upon the deliverables described in PR-01, DESIGN-BUILDER shall provide a complete Proposal Binder for each CGMP and GMP work package.
- B. LAW A and DESIGN-BUILDER may choose to negotiate CGMP work packages for each Project Component (or some combination thereof) at a minimum 60% Design Package, unless otherwise directed by LAW A.
- C. DESIGN-BUILDER shall not withdraw any (C)GMP Proposal for ninety (90) days following submission to LAW A.
- D. DESIGN-BUILDER shall develop (C)GMP Proposals throughout Phase 1 of the Contract in accordance with PR-01, and shall review progress with LAW A on an ongoing basis.
- E. No billable work on any (C)GMP work package is authorized until and unless LAW A issues a Notice to Proceed (NTP) for the (C)GMP work package, specifically authorizing the billable work to proceed.

3. SUBMITTAL REQUIREMENTS

- A. The (C)GMP Proposal shall include a Cover Letter (Tab 1).
- B. The (C)GMP Proposal shall include a Table of Contents (Tab 2).
- C. The (C)GMP Proposal shall include a detailed written Scope of Work (Tab 3). This shall include a clear & detailed narrative, and a corresponding list of scope components. This shall also clearly identify and include the associated drawings, specifications, calculations & reports, etc. that formed the basis for the scope of work.
- D. The (C)GMP Proposal shall include a clear & detailed breakdown of the Guaranteed Maximum Price (Tab 4). This includes, but is not limited to;
 - Detailed Cost-Breakdowns by Project Component (WBS #, etc.)
 - Detailed Cost-Breakdowns by Scope Component (Unit Prices, Quantities, etc.)
 - Detailed Cost-Breakdowns by Trade / Subcontractor
 - Detailed Breakdowns of Proposed Prime Costs (Staffing, General Conditions, Self-Performed Work, etc.)

- Detailed Breakdowns of Proposed Allowances & Contingencies
 - Detailed Breakdowns of Proposed Soft Costs (Design, Permitting, etc.)
 - Detailed Breakdowns of Proposed Markups & Fees (Profit, Bonds, Taxes, Insurance, etc.)
 - Proposed Schedule of Values (SOV) for the basis of (C)GMP Progress Payments
- E. The (C)GMP Proposal shall include a clear & detailed Work Plan & Schedule (Tab 5). This includes, but is not limited to;
- Detailed Critical Path Schedule and Construction Phasing Plans (See PR-04)
 - Summary Schedule of Key Activities & Milestones (i.e. Design, Permitting, Mobilization, Construction, Commissioning & Activation, Substantial Completion, Closeout, etc.)
 - Identification of any Proposed Liquidated Damages (LD) terms
- F. The (C)GMP Proposal shall include a clear & detailed explanation of Clarifications and Assumptions (Tab 6). This includes, but is not limited to;
- Detailed Narrative of any Proposed Deviations from the Contract
 - Detailed Narrative of any Proposed Deviations from the Design & Construction Handbook (DCH)
 - Detailed Proposals for Additive & Deductive Alternates (where applicable)
 - Detailed List of Specific Exclusions (where applicable)
 - Other Clarifications & Assumptions (where applicable)
- G. The (C)GMP Proposal shall include a Procurement & Packaging Plan (Tab 7). This includes, but is not limited to;
- List and description of bid packages
 - Bidding and award schedule.
 - List of pre-qualified bidders organized by package
 - Draft bid tabulation summary
 - Proposed portions of work to be self-performed
- H. The (C)GMP Proposal shall include a Inclusivity Plan (Tab 8), that clearly demonstrates how the DESIGN-BUILDER will fulfill the Inclusivity Requirements of the Contract (ITP-1.3, ITP-11.3, Exhibit B, GC-9, Exhibit F, etc.)
- I. The (C)GMP Proposal shall include a Permitting Plan (Tab 9), that clearly demonstrates how the DESIGN-BUILDER will obtain approvals & permits from all Authorities Having Jurisdiction (CALTRANS, DHS, FAA, LABOE, LADBS, LADOT, LADPW, etc.)
- J. The (C)GMP Proposal shall include a CGMP Management Plan (Tab 10), that clearly demonstrates how the DESIGN-BUILDER will manage all aspects of the work package (design, permitting, mobilization, construction, risks, phasing & logistics, AOR & Commissioning, etc.)

- K. Revised (C)GMP Proposals shall include a Comment Log (Tab 11), including a written response to each LAWA review comment on the previous CGMP Proposal submittal, clearly identifying where & how each comment was addressed in the revised Proposal.
- L. The (C)GMP Proposal and all supporting documents shall identify and describe all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work and for establishment of the (C)GMP. The (C)GMP Proposal and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality of material and workmanship shall prevail over all other interpretations.

4. REPRESENTATIONS

- A. In submitting the (C)GMP Proposal, DESIGN-BUILDER represents that it will provide every item, system or element of Work that is identified, shown or specified in the (C)GMP Proposal or the supporting documents, along with all necessary or ancillary materials and equipment for their complete operating installation, unless specifically excepted by LAWA. Upon LAWA's acceptance of the (C)GMP Proposal, DESIGN-BUILDER shall not be entitled to any increase in the (C)GMP due to the continued refinement of the Design Documents or Construction Documents, nor the absence or addition of any detail or specification that may be required in order to complete the Project as described in and reasonably inferable from the (C)GMP Proposal or the supporting documents used to establish the (C)GMP.
- B. LAWA may accept or reject the (C)GMP Proposal, or attempt to negotiate its terms with DESIGN-BUILDER. Upon acceptance by LAWA of the (C)GMP Proposal in writing, both parties shall execute the (C)GMP Proposal. The terms of the (C)GMP Proposal, including the (C)GMP and the supporting documents, will therefore become part of the Contract between the LAWA and DESIGN-BUILDER. If LAWA rejects the (C)GMP Proposal or the parties are unable or unwilling to agree on a (C)GMP, LAWA may stop some or all of the associated work, and/or terminate the Contract entirely, in accordance with the General Conditions.
- C. Following LAWA's acceptance of the (C)GMP Proposal, DESIGN-BUILDER shall continue to monitor the development of the Design Documents and Construction Documents so that, when complete, the Construction Documents adequately incorporate and resolve all qualifications, assumptions, clarifications, and other issues identified in the (C)GMP Proposal.
- D. The Parties may agree to convert budgets within the (C)GMP to lump sum amounts at any time after DESIGN-BUILDER has received bids or proposals from trade contractors or subcontractors for the performance of elements of the Work. In proposing lump sum amounts, DESIGN-BUILDER shall identify buyout savings, unused allowance and/or contingency amounts, and other trade package contracts that have not been finalized. In preparing a lump sum conversion proposal, the DESIGN-BUILDER shall provide the following information:
 - 1. The stage of completion of the Project;
 - 2. The trade packages that have been completely bought out;
 - 3. The trade packages remaining that have not been bought out;
 - 4. A complete line item breakdown of the calculations used to establish a lump sum amount based on the (C)GMP Schedule of Values;
 - 5. An accounting of all savings amounts that are to be returned to LAWA as part of the lump sum calculation; and
 - 6. Any other Project information requested by LAWA.

- E. DESIGN-BUILDER shall document the actual Cost of the Work at buyout as compared to the (C)GMP Proposal and shall report this information to LAWA with DESIGN-BUILDER's recommendation for selection of a bid or proposal for each subcontracting package.

5. (C)GMP PREPARATION GUIDELINES

A. Pre-Submittal Requirements:

1. Scope Definition: Prior to (C)GMP submittal, DESIGN-BUILDER shall thoroughly review the (C)GMP package with LAWA and determine if the scope is sufficiently defined, and identify those areas requiring additional scope definition.
2. Schedule: Prior to (C)GMP submittal, DESIGN-BUILDER shall review with LAWA their proposed dates for the Notice To Proceed (NTP), Substantial Completion, and key phasing & operational milestones (i.e. roadway closures, etc.).
3. Budget: Prior to (C)GMP submittal, DESIGN-BUILDER shall review with LAWA their proposed cost-breakdowns, additive & deductive alternates, and cost-saving opportunities to be included in the (C)GMP Proposal.
4. Pre-submittal Conference: DESIGN-BUILDER shall host a meeting with LAWA prior to submitting the (C)GMP to LAWA to review the format, content, and other relevant issues.

END OF PR-22 GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL

PR-23 NOT USED

END OF PR-23 NOT USED

PR-24 PHOTOGRAPHS AND VIDEO DOCUMENTATION

1 GENERAL

A. Summary

1. This section includes administrative and procedural requirements for the following:
 - a. Preconstruction photographs.
 - b. Periodic construction photographs.
 - c. Final completion construction photographs.
 - d. Preconstruction video recordings.
 - e. Periodic construction video recordings.
 - f. Construction Site Webcams

B. Submittals

1. Qualification Data: Submit qualifications for professional photographer, citing experience with construction photography.
2. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.
3. Submit Photographs and Video as defined in this PR. DESIGN-BUILDER shall submit two (2) DVD's containing the photographs. DVD shall be clearly labeled as to date of photographs, locations and project.

C. Coordination

1. Auxiliary Services: Coordinate with photographer and provide auxiliary services requested, including access to project site and use of temporary facilities, including temporary lighting required to produce clear well-lit photographs.

D. Usage Rights

1. Obtain and transfer copyright usage rights from photographer to LAWA for unlimited reproduction of photographic documentation.

2 PRODUCTS

A. Photographic Media

1. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of eight (8) mega pixels, and at an image resolution of not less than 1600 by 1200 pixels and 400 dpi.
 - a. Digital Camera: Minimum sensor resolution of eight (8) mega pixels.
 - b. Format: Minimum 1600 by 1200 pixels, 400 dpi minimum, in unaltered original files, with same aspect ratio as the sensor, un-cropped, date- and time- stamped, in folder named by date of photograph, accompanied by key plan file.
2. Photographic Documentation
 - a. Format: Electronic files of photographs provided on a clearly labeled CD. CD's sequentially numbered and dated upon the label.

- b. Identification: Provide an applied label with the following information:
 - 1) Name of Project.
 - 2) Name and contact information for photographer.
 - 3) Name of DESIGN-BUILDER.
- c. On the electronic file, provide the following information within the filename:
 - 1) Date photograph was taken.
 - 2) Description of photograph or area of photograph, defined to the extent it is clearly understandable.
 - 3) Unique sequential identifier keyed to accompanying key plan.
- 3. Video: High resolution video camera compatible for multiple formats, including PC based software

3 EXECUTION

- A. On each image (video, photograph), provide an applied label with the following information:
 - 1. Name of project.
 - 2. Name of DESIGN-BUILDER
 - 3. Date image was made.
 - 4. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - 5. Weather conditions at time of recording.
 - 6. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as corresponding video Include name of project and date of video on each page.
 - 7. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - 8. Unique sequential identifier keyed to accompanying key plan.
- B. Construction Photographs
 - 1. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the work. Photographs with blurry or out-of focus areas will not be accepted.
 - 2. Maintain key plan with each set of construction photographs that identifies each photographic location.
 - 3. Key Plan: Submit key plan of project site and buildings with notation of vantage points marked for use in defining location and direction of each photograph. Indicate elevation or story of construction.
 - 4. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 5. Photographic Prints: Submit up to two hundred (200) eight inch by ten inch (8" x 10") prints

of the project, developed on a digital copy machine in color, for use in displaying within LAWA's office, at the discretion of LAWA.

6. **Preconstruction Photographs:** Before starting construction, take photographs of project site and surrounding properties, including existing items to remain, items to be salvaged, and items to be demolished. The entire site should be documented, including adjacent areas to the construction. Include haul routes, laydown areas, and other areas that could be affected by the work.
 - a. Flag construction limits before taking construction photographs.
 - b. Take photographs to show existing conditions adjacent to property before starting the work.
 - c. Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction. Specific attention should be directed, but not limited to, the exterior of the FAA ATCT, their perimeter fencing and access gates, parking spaces and existing landscape improvements.
 - d. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
 - e. Assume that, at a minimum, three hundred (300) preconstruction photographs are to be taken. The actual number shall be that which defines all work from at least two (2) different directions, as necessary to have a photographic log that can be referenced.
 - f. Categorize photographs by area for ease of reference. Use terminology such as "CUP area, World Way North, Center Way South", etc. to define the location. Prepare a table of contents that defines photographs by areas taken.
7. **Periodic Construction Photographs:** Provide twenty (20) to forty (40) photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken. Photographs should only document areas that have been subject to construction change since the last application for payment.
8. **LAWA Directed Construction Photographs:** From time to time, LAWA or their designee will instruct photographer regarding general directions of vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken. Notify LAWA on site personnel of availability of photographer such that comment can be provided.
9. **Aerial Photographs:** From time to time, LAWA or their designee may instruct DESIGN-BUILDER to provide a minimum of three (3) aerial photographs upon final completion of the construction. Aerial photographs shall include the entire Site of the Work.
10. **Emergency Situation/Accident Photographs:** Accidents and/or emergency situations shall be documented and shared with the State and investigative agencies.
11. **Final Completion Construction Photographs:** Take suitable number of color photographs after date of Substantial Completion for submission as project record documents. LAWA or their designee will provide input to photographer of any desired vantage points. Assume one hundred fifty (150) final photographs will be required.
 - a. Do not include date stamp on the face of the photograph.
 - b. Where construction is completed by area, take photographs of completed area and submit at time of substantial completion.

12. Additional Photographs: Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from project site.
 - d. Substantial Completion of a major phase or component of the work.
 - e. Extra record photographs at time of final acceptance.
 - f. LAWA's request for special publicity photographs.

4 PRECONSTRUCTION VIDEO

- A. Preconstruction Video: Before starting construction, record video of project site and surrounding properties from different vantage points, as directed by LAWA's representative.
 1. Flag construction limits before recording construction video.
 2. Show existing conditions within 100 feet of project site before starting the work.
 3. Show existing buildings either on or adjoining project site to accurately record physical conditions at the start of construction.
 4. Show protection efforts by DESIGN-BUILDER.
- B. Narration: Describe scenes on video by audio narration by microphone while video is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 1. Confirm date and time at beginning and end of recording.
 2. Begin video with name of project, DESIGN-BUILDER's name, videographer's name, and project location.

5 CONSTRUCTION VIDEO

- A. Photographer: Engage a qualified photographer with construction project experience to record construction video in a digital format.
- B. Recording: During key on-site activities, take video of areas of site under construction that documents the interrelationships between the site and adjacent facilities. Video must cover areas affected by construction. Mount camera on tripod before starting recording, unless otherwise necessary to show area of construction. Display continuous running time and date. At start of each videotape, record weather conditions from local newspaper or television and the actual temperature reading at Project site. Assume that certain video will be required as part of monthly photo documentation, limited to areas of activity at that time.
- C. Narration: Describe scenes on videotape by audio narration by microphone while videotape is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 1. Confirm date and time at beginning and end of recording.

2. Begin each videotape with name of project, DESIGN-BUILDER's name, videographer's name, and Project location.
- D. Transcript: Provide a typed transcript of the narration to allow viewers to locate specific segments of the video. Indicate running time captured from video with the corresponding narration segment.
- E. Preconstruction Video: Before starting construction, record digital video of project site and surrounding properties from different vantage points, as directed by LAWA's Representative.
 1. Flag construction limits before recording construction videotapes.
 2. Show existing conditions within one hundred (100) feet of the project site before starting the work.
 3. Show existing buildings either on or adjoining project site to accurately record physical conditions at the start of construction.
 4. Show protection efforts by DESIGN-BUILDER.

6 CONSTRUCTION SITE WEBCAMS AND TIME-LAPSE PHOTOS

- A. Install and connect minimum six (6) digital video cameras at specific locations and vantage points designated by LAWA. Webcam hardware and software shall incorporate the following features:
 1. Cameras shall be fully controllable with preset positions and pan, tilt, and zoom (PTZ) capability.
 2. System shall be capable of automatic time and date stamping and archive storage.
 3. Equipment shall be durable, from reputable manufacturers, and suitable for onsite use.
- B. Webcams shall be operational prior to mobilization and shall operate continuously through project completion. Use webcam images to produce a time-lapse video of the entire construction project taken from a constant vantage point.
- C. The DESIGN-BUILDER shall be responsible for monitoring and maintenance of webcam equipment and system to assure:
 1. Continuous transmission and capture of digital images.
 2. Images are suitable for public viewing of the construction site as well as for photographic documentation of the work.
- D. Time-Lapse Construction Photographs: Take color digital photographs at predetermined vantage points and frequencies, and in sufficient quantities, to show the status and progress of construction from the beginning of construction activities through project completion. Closely coordinate the planning and execution of time-lapse photography with LAWA. No later than two (2) weeks after the beginning of construction activities, submit sample time-lapse photographs to the LAWA for review and approval.

END OF PR-24 PHOTOGRAPHS AND VIDEO DOCUMENTATION

PR-25 PROJECT RECORD DOCUMENTS

1. GENERAL

This project requirement provides clear direction and detailed procedural steps to ensure proper coordination, organization and transfer of all project record documents. Procedural requirements provided herein are intended to supplement and apply in conjunction with PR-27.

2. REQUIREMENTS

A. Visual Standard

1. The DESIGN-BUILDER shall present all printed documents as clear, legible, printed black on white paper with a minimum font and letter size of Arial 11.
2. Paper size is letter (8 ½ x 11") and tabloid (11" x 17")
3. The use of highlighted background is discouraged

B. Record Drawings and BIM Model

1. LAWA will review the BIM Model throughout the design and construction phases of the project. LAWA will also review reconciled design models and specifications for completeness and correctness and return comments to the DESIGN-BUILDER for required corrections. Refer to the PR-21 Building Information Model (BIM) and VDC Coordination.
2. As-Built Information: "As-built" information and survey-data (PR-16) shall be incorporated into the reconciled design models and approved plans in accordance with the LAWA approved BIM Execution Plan.

C. Initial Submittal: At least thirty (30) days prior to submitting a request for substantial completion, DESIGN-BUILDER shall submit two (2) paper copies of the As-Built or red line drawings and one (1) PDF electronic files of marked-up plans (in contrasting color) from the As-built construction model and shop drawings files. DESIGN-BUILDER shall prepare the Reconciled Design Model and drawings as prescribed in PR-21.

D. Record Digital Data Files: Prior to submitting a request for Substantial Completion, DESIGN-BUILDER shall review the "As-Built" drawings and BIM Model with LAWA. When authorized, DESIGN-BUILDER shall prepare a full set of corrected digital data files of the construction drawings as follows:

1. Format to be same digital data software program, version, and operating system as the in accordance with PR-21.
2. Annotated, indexed PDF electronic files with comment function enabled.
3. Record drawings shall include plans, sections and elevations and shall include plans, profiles and sections of all utilities, regardless of whether this data was included in the original construction documents.
4. Record drawings shall reflect the field-verified survey-data of all construction and installations.

E. Final Submittal: Upon approval of the initial submittal, but not less than fifteen days after substantial completion, DESIGN-BUILDER shall submit one (1) redline original paper copy set, two (2) clean/revised updated copies and two (1) electronic PDF (marked-up in

contrasting color) revised/final copy of each As-Built submittal. Drawings shall be full sized. DESIGN-BUILDER shall also submit one set of record digital data files and BIM model (PR-21).

1. Identify and date each record drawing; including the designation "PROJECT RECORD DRAWING" in a prominent location.
 2. Organize record prints and newly prepared record drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on the covers.
 3. Provide PDF copies of all record drawings, specifications, and supporting documentation required to make a complete technical record of the project. Include design calculations, worksheets, schedules and other documentation used in the project design.
- F. All electronic files shall include metadata describing the content in a format compatible with LAWA's document management system. For metadata requirements for record drawings refer to PR-21.

Record Data for Specifications, Documents, Manuals and Warranties

Field Name	Field Name Description / Use
Folder Name	Name of the folder where the document resides; used for importing into DMS
Name	User name for the document
Document File Name*	File name for the document
Discipline	Primary discipline for the document (i.e. mechanical, electrical, plumbing, etc.)
Project Title*	Name of the project that created the document
Location*	Location of the project (facility name)
Address / Coordinates	Facility address and/or GPS coordinates
Document Type*	Type of document (i.e. drawing, specification, manual, etc.)
Organization	The division / department / customer that the SYSTEM AND EQUIPMENT is installed for
Designed By	Company that designed the SYSTEM AND EQUIPMENT that the document is for
Completion Date	Date that the project was completed or operational date of SYSTEM AND EQUIPMENT
Issue Number	Revision / issue number of the document
Document Source	Source / publisher of the document (i.e. vendor, consultant, etc.)

Field Name	Field Name Description / Use
Subject	Reference project and specific purpose of document
Status	Status of the document (draft, final, etc.)
Designer	Name of the designer for the SYSTEM AND EQUIPMENT that the document relates to
Keyword Search	Searchable field of words that can be used to search for the document
Comments	Free form field to add any comments about the document
Barcode	For use with a referenced database or for document management
Project File	Project file name from approved file management system
Checked By	Name of person that checked the validity of the document
Record Archive	Is this document archived? (yes / no)

G. Formatting standards may be obtained from LAWA.

1. Record Specifications

- a. Mark specifications in contrasting color to indicate the actual product installation, where installation varies from that indicated in specifications.
- b. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- c. Mark copy with the proprietary name and model number of products, materials and systems and equipment furnishes, including substitutions and product options selected.
- d. Record the name of manufacturer, supplier, installer and other information necessary to provide a record of selections made.
- e. Submit one (1) paper copy and a set of annotated, indexed PDF electronic files of project specifications, including addenda and contract modifications.
- f. All electronic files shall include metadata describing the content in a format compatible with LAWA's documents management system. Record specifications shall include the metadata information required by LAWA.

2. Recording and Maintenance

- a. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur. LAWA shall review documents in concert with the monthly application for payment.
- b. Maintenance of Record Documents and Samples: Store record documents and samples in the field office apart from the contract documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from

deterioration and loss. Provide access to project record documents for LAWA's reference during normal working hours.

H. Record Product Data according to the Project Requirements – Building Information Operations and Maintenance Manual Information

1. Technical Manuals

- a. This section includes administrative and procedural requirements for preparing technical manuals, including the following:
 - 1) Documentation directory;
 - 2) Emergency manuals;
 - 3) Operation manuals for systems and equipment;
 - 4) Product maintenance manuals; and
 - 5) Maintenance manuals for systems and equipment.
- b. Submit technical manuals as required in individual technical specification sections and in the following format:
 - 1) PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to LAWA.
 - 2) Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked directory.
 - 3) Enable inserted reviewer comments on draft submittals.
 - 4) Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 5) Four (4) paper copies. Include a complete directory. Enclose title pages and directories in clear plastic sleeves. Bind in heavy-duty, commercial-quality, durable three ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½ by 11 inch paper with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversized sheets.
 - 6) If two (2) or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary.
 - 7) Identify each binder on front and spine with title, project title, subject matter of contents, and indicate specification section number on bottom of spine. Indicate volume number for multiple volume sets.
 - 8) Dividers are to be heavy paper with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components included in the section on each divider, cross-referenced to specification section number and title of project manual.
 - 9) Provide protective sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 - 10) If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents

and drawing locations.

- c. Timeliness of draft technical manual submittals is detailed in the other subsections. Before final payment, the DESIGN-BUILDER shall prepare and deliver to LAWA, four (4) each printed and two (2) each electronic copies on compact discs (CDs) or DVDs of the final technical manuals. The content of the manuals is detailed in the subsections below.
 - d. The manuals shall be approved and stamped by the respective subcontractors.
 - e. Submit draft copy of each manual at least thirty (30) days before commencing demonstration and training. LAWA will comment on whether general scope and content of manual are acceptable. Correct or modify each manual to comply with LAWA comments.
 - f. Include a section in the directory for each of the following:
 - 1) List of documents,
 - 2) Alphabetical lists of systems and equipment, and
 - 3) Table of Contents – include for emergency, operation, and maintenance manuals.
 - g. Where manuals contain manufacturer's standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the work. If data include more than one item in tabular format, identify each item using appropriate references from the contract documents.
 - h. Prepare a separate manual that provides an organized reference to all technical manuals. This is called the documentation directory.
 - i. In the documentation directory and in each technical manual, identify each systems and equipment with the same designation used in the contract documents.
 - j. Enable bookmarking of individual documents based upon file names. Name document files to correspond to systems and equipment names used in manual directory and table of contents. Group documents for each systems and equipment into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the systems and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel upon opening file.
2. Spare Parts and Tools Lists
- a. Submit a recommended spare parts list to LAWA in accordance with the DESIGN-BUILDER's commissioning plan and closeout plan and schedule as approved by LAWA and at least sixty (60) days prior to the request for substantial completion. This is to be a list from the manufacturer of the recommended spare parts adequate to ensure two continuous years of normal operation after expiration of the systems and equipment warranty.
 - b. The recommended spare parts list shall include, but not be limited to, items requiring replacement under the following conditions:
 - 1) Wear, corrosion, or erosion during normal operation;
 - 2) Failure which causes a shutdown of systems and equipment;
 - 3) Damage or breakage during routine maintenance or inspections of systems and equipment;

- 4) Custom or specially fabricated parts; and
- 5) Long lead items.
- c. Approval of the individual systems and equipment submittal does not constitute authorization to procure the recommended spare parts.
- d. The spare parts supplier must be the manufacturer or a factory authorized representative of the manufacturer. The manufacturer will be responsible for any default of the representative that is not corrected by the representative in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer's parts. The supplier shall provide, along with the spare parts list, a formal letter of certification from the manufacturer that the supplier is an authorized representative of the manufacturer.
- e. The supplier shall be a stocking facility of the manufacturer of the proposed parts, or the manufacturer must maintain a stocking facility of these parts on the West Coast, or the supplier can guarantee delivery of spare parts within seventy two (72) hours.
- f. The spare parts list shall be in addition to any other lists required under any other sections of these specifications. This list shall be delivered in electronic format and include but is not limited to the following:
 - 1) Current prices including delivery to the Jobsite;
 - 2) Original Equipment Manufacturer (OEM) part numbers, which identify interchangeability;
 - 3) Make and type of system and equipment as well as Model number;
 - 4) Size;
 - 5) Supplier's address and telephone number;
 - 6) Address and phone number of local representative;
 - 7) Address and phone number of servicing location;
 - 8) Certificate of certification from the manufacturer;
 - 9) Materials;
 - 10) Special tools, lubricants and/or fuels;
 - 11) Estimated delivery lead times;
 - 12) Warranty: State terms of warranty of spare parts offered;
 - 13) Cross-sectional, exploded view or assembly-type drawing with part numbers; and
 - 14) Manufacturer's price list catalog.
- g. Upon approval of the spare parts list, and no less than thirty (30) days prior to substantial completion, deliver tools, spare parts, extra materials, and similar items to location designated by LAWA.
- h. The DESIGN-BUILDER shall be responsible for proper storage and protection of the spare parts until delivered to LAWA.
- i. Spare parts should be supplied in the manufacturer's original packaging and shall be new and unused. A statement shall be included to clearly indicate that the spare parts

are new and unused.

3. Emergency Instructions

- a. Content: Organize manual into separate section for each of the following:
 - 1) Type of emergency
 - 2) Emergency instructions and procedures (Job Plans)
- b. Type of emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system and equipment:
 - 1) Fire;
 - 2) Flood;
 - 3) Earthquake;
 - 4) Gas leak;
 - 5) Water leak;
 - 6) Power failure;
 - 7) Water outage;
 - 8) Systems and equipment failure; and
 - 9) Chemical release or spill.
- c. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of operating personnel for notification of installer, supplier and manufacturer to maintain warranties.
- d. Emergency Procedures: Include the following, as applicable:
 - 1) Instructions on stopping;
 - 2) Shutdown instructions for each type of emergency;
 - 3) Operating instructions for conditions outside normal operating limits;
 - 4) Required sequences for electric or electronic systems; and
 - 5) Special operating instructions and procedures during emergency.

4. Operational Instructions

- a. Content: In addition to requirements of this Section, include operation data required in individual specification sections and the following information:
 - 1) Systems and equipment descriptions: use designations for systems and equipment indicated on contract documents;
 - 2) Performance and design criteria if DESIGN-BUILDER is designated design responsibility;
 - 3) Operating standards;
 - 4) Operating procedures;
 - 5) Operating logs;
 - 6) Wiring diagrams;

- 7) Control diagrams;
 - 8) Piped system diagrams;
 - 9) Precautions against improper use; and
 - 10) License requirements including inspection and renewal dates.
- b. Descriptions include the following:
- 1) Product name and model number: use designations for products indicated on contract documents;
 - 2) Manufacturer's name;
 - 3) Systems and equipment identification with serial number of each component;
 - 4) Systems and equipment function;
 - 5) Operating characteristics;
 - 6) Limiting conditions;
 - 7) Performance curves;
 - 8) Engineering data and tests;
 - 9) Manufacturer's recommended tolerances and clearances;
 - 10) Complete internal and connection wiring diagrams: circuit diagrams and schematics shall be down to component level;
 - 11) Complete programming procedures and ladder logic documentation for all computer controlled, programmable logic controllers and automated systems and equipment;
 - 12) Approved isometric drawings of piping systems; and
 - 13) Complete nomenclature and number of replacement parts.
- c. Operating Procedures include the following, as applicable:
- 1) Startup procedures;
 - 2) Systems and equipment break-in procedures;
 - 3) Routine and normal operating instructions;
 - 4) Instructions on stopping;
 - 5) Normal shutdown instructions;
 - 6) Seasonal and weekend operating instructions;
 - 7) Instructions regarding load changes;
 - 8) Recommended "turn-around" cycles;
 - 9) Required sequences for electric or electronic systems;
 - 10) All special operating instructions and procedures; and
 - 11) Inspection procedures.
- d. Systems and equipment includes exploded views and schematics of each assembly.
- e. Systems and equipment controls: Describe the sequence of operation and diagram

controls as installed.

- f. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

5. Maintenance Instructions

- a. Product Maintenance Manuals: Include each product, material, and finish

- 1) Include the following as applicable:

- a. Product name and model number;
- b. Manufacturer's name;
- c. Color, pattern, and texture;
- d. Material and chemical composition; and
- e. Reordering information for specially manufactured products.

- 2) Include manufacturer's written recommendations as applicable and the following:

- a. Inspection procedures;
- b. Types of cleaning agents to be used and methods of cleaning;
- c. List of cleaning agents and methods of cleaning detrimental to product;
- d. Schedule for routine cleaning and maintenance; and
- e. Repair instructions – include local sources of materials and related services.

- b. Systems and Equipment Maintenance Manuals: For each system and equipment

- 1) Include manufacturer's maintenance documentation as applicable including the following for each systems and equipment:

- a. Standard maintenance instructions and bulletins;
- b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly;
- c. Identification and nomenclature of parts and components;
- d. Include service, calibration, and lubrication requirements and standard time allotments;
- e. Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies; and
- f. Include manufacturer forms for recording maintenance.

- 2) List the following information and any items that detail essential maintenance procedures:

- a. Test and inspection instructions;
- b. Trouble-shooting guide;
- c. Precautions against improper maintenance;
- d. Disassembly: component removal, repair, and replacement; and reassembly instructions; and
- e. Aligning, adjusting, and checking instructions.

- 3) The maintenance manual letters are to be on the front cover of the maintenance manuals.
- 4) When a DESIGN-BUILDER performs maintenance work prior to LAWA acceptance of the facility, the information required is to be submitted in a format approved by LAWA on monthly basis to the project closeout.

I. Warranty Submittals

1. Submit written warranties to LAWA as required in the closeout procedures, and in accordance with the DESIGN-BUILDER's LAWA approved closeout plan and schedule as approved by LAWA and at least thirty (30) days prior to the request for substantial completion. If the Certificate of Substantial Completion designates commencement date for warranties other than date of substantial completion for work, or designated portion of work, submit written warranties upon request of LAWA.
2. When a designated portion of work is completed and occupied or used by City, by separate agreement with DESIGN-BUILDER during construction period, submit properly executed warranties to LAWA as required by the closeout procedures.
3. When contract documents require DESIGN-BUILDER and subcontractor, supplier or manufacturer to execute special warranty, prepare written document that contains appropriate terms and identification, ready for execution by required parties. Submit draft to LAWA, for approval prior to final execution.
4. Refer to other sections for specific content requirements and particular requirements for submitting special warranties.
5. Form of Submittal: At final completion compile two copies of each required warranty properly executed by DESIGN-BUILDER, or by subcontractor, supplier, or manufacturer. Organize warranty documents into orderly sequence based on table of contents of project Manual.
6. Bind warranties in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½ by 11 inch paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark tab to identify product or installation. Provide typed description of product or installation, including name of product, and name, address, and telephone number of installer.
 - b. Identify each binder on front and spine with typed or printed title "WARRANTIES," project title or name, and name of DESIGN-BUILDER.
 - c. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
 - d. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide a table of contents at the beginning of the document.
 - 1) Provide duplicate notarized copies of warranties in operation and maintenance manuals.
 - 2) Execute and assemble documents from subcontractors, suppliers, and manufacturers.

- 3) Manufacturer's disclaimers and limitations on product warranties do not relieve DESIGN-BUILDER of warranty on the work that incorporates the products.
- 4) When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- 5) When Work covered by warranty has failed and has been corrected, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.
- 6) Upon determination that work covered by warranty has failed, replace or repair Work to an acceptable condition complying with requirements of the contract documents.

END OF PR-25 PROJECT RECORD DOCUMENTS

PR- 26 COMMISSIONING AND TRAINING

1. GENERAL

- A. The following requirements apply to the work or portion of the work performed on airport property. Work that is performed outside the jurisdiction of LAWA shall be performed in accordance with the requirements of the AHJ. All requirements for startup, testing and training shall be reviewed and complied with in accordance with the AHJ and shall be coordinated with LAWA.
- B. These requirements apply and are to be supplemented with LADBS building requirements.
- C. The DESIGN-BUILDER shall assure and document to LAWA that all component, subsystem and system designs, installations and implementations perform to meet or exceed the requirements of the design and applicable standards.
- D. Startup, Testing and Training Summary
 - 1. The DESIGN-BUILDER shall design and provide complete and operational mechanical, plumbing, electrical, and communications systems.
 - 2. The DESIGN-BUILDER shall systematically document that specified components and systems have been installed and started up properly and then functionally tested to verify proper operation through all sequences of operation and conditions.
 - 3. The DESIGN-BUILDER shall provide training of LAWA's operations personnel and include all training manuals, instructions and sessions and complete and final project closeout documents. Refer to the project closeout PR-27 for requirements.
 - 4. The DESIGN-BUILDER shall produce a startup and testing plan that will be implemented during the construction and is a prerequisite to fulfilling the project's closeout procedures. The plan shall include the detailed descriptions of the tests and demonstrations, all test forms, training process and schedule for performing startup and testing and training.
- E. Startup and testing shall:
 - 1. Verify that applicable equipment and systems are installed according to the contract documents, utility requirements, manufacturer's recommendations and industry accepted minimum standards and that they receive adequate operational checkout and functional testing including restart, emergency or abnormal events by the DESIGN-BUILDER and its subcontractor.
 - 2. Verify and document proper performance and interface functionality of systems and equipment.

2. STARTUP AND TESTING ACTIVITIES

- A. The DESIGN-BUILDER is responsible for the installation, testing, startup and testing and functional performance of the project in accordance with LAWA's requirements and related codes, standards, and contract documents. The DESIGN-BUILDER shall certify that the work is built, and is functionally performing in accordance with the requirement of the standards and contract documents.
- B. The DESIGN-BUILDER and its subcontractor responsible for system and equipment installation shall assign representatives with expertise and authority to act on their behalf

throughout the project's construction and closeout and schedule them to participate in and perform startup and testing related activities including, but not limited to participating in meetings, scheduling, O&M and training preparation, final review and acceptance meetings.

- C. The DESIGN-BUILDER will develop a startup and testing plan which outlines the activities that shall be included in the project schedule, cost loaded and approved by LAWA. The following narrative provides a brief overview of the typical startup and testing tasks during construction.
1. Startup and testing team meetings will be required throughout the project's design, construction and closeout, scheduled and documented by the DESIGN-BUILDER with necessary parties attending to plan, scope, coordinate, schedule future activities and resolve problems.
 2. Equipment documentation is submitted by the DESIGN-BUILDER, during the submittal process described elsewhere in this PR and in the scope of work. The DESIGN-BUILDER ensures that LAWA receives copies of all pertinent submittals both electronically and in paper per the submittal project requirements.
 3. The startup or pre-functional checklists shall be generated and approved the DESIGN-BUILDER before being submitted for review and approval by LAWA. The checklists shall be completed by the DESIGN-BUILDER, before and during the startup process.
 4. Pre-functional checklists, startup shall be completed before functional performance testing begins.
 5. The DESIGN-BUILDER ensures that the subcontractor's pre-functional checklists are executed and documented and that startup and initial checkout are performed. This includes witnessing all startup of selected equipment. Any testing failure is to be corrected at no additional cost to LAWA, and a re-test is to be performed, observed, and documented.
 6. The Functional Performance Testing process is managed by the DESIGN-BUILDER in coordination with LAWA. The DESIGN-BUILDER's subcontractor performing the installations shall submit functional performance test plans for all systems and equipment being installed to the DESIGN-BUILDER. The plans shall include all necessary test forms to demonstrate that the installation meets the requirements of the contract documents including all control functions, sequence of operations and interfaces with other systems. Interface Control Diagrams for system to system interfaces shall also be included in the test plans.
 7. The startup and testing process is executed by the DESIGN-BUILDER and its subcontractor, who shall provide all support equipment and materials to execute and complete the startup and testing process.
 8. The DESIGN-BUILDER reviews the Operational and Maintenance (O&M) Manuals with documentation for conformance to the requirements of the project closeout PR-27. The DESIGN-BUILDER submits O&M manuals for review and approval by the design professionals in conjunction with LAWA personnel.
 9. Startup and testing shall be completed before substantial completion and in accordance with the startup and testing plan.
 10. The DESIGN-BUILDER shall develop a training plan, perform reviews, pre-approve content, coordinate, and implement the training provided by their subcontractor. Training agendas and syllabi are developed by the subDESIGN-BUILDER and reviewed by the A/E and DESIGN-BUILDER, and submitted for review and approval.

3. STARTUP AND TESTING PLAN

A. The DESIGN-BUILDER shall develop a startup and testing plan that describes the overall startup and testing process including roles and responsibilities for all parties for all phases of the project and throughout the acceptance and the warranty period.

1. Design/Preconstruction Stage

- a. The goals of the startup and testing tasks during the preconstruction of the project include but are not limited to:
 - 1) Revision/completion of the design which reflect the actual final utility system configurations and intended operation, including normal, abnormal, by-pass, shutdown and restart for all systems and equipment.
 - 2) Final contract documents periodic review shall be conducted with LAWA for constructability, operability and maintainability assessment.
 - 3) Development of the startup and testing outline and plan by the DESIGN-BUILDER per the procedures identified elsewhere in this PR and in the scope of work.

2. Construction Stage

- a. The goals of the startup and testing tasks during construction of the project include but are not limited to the following:
 - 1) Updating the design as required reflecting any changes made during construction.
 - 2) Review, comment and approve DESIGN-BUILDER submittals.
 - 3) Scheduling, planning and final preparation for verification testing during closeout and acceptance period.
 - 4) Development of the startup and testing plans by the DESIGN-BUILDER's subcontractor.
 - 5) Verifying that all systems to be commissioned are installed per the contract documents and the utility requirements. If discrepancies are found, document on an issues log and identify mitigation measures for LAWA review.
 - 6) Modify, review and approve startup and testing, training and closeout plans and schedules as required.

3. Acceptance Stage

- a. Acceptance phase activities shall be defined in the project's schedule, and coordinated with and clearly defined in the DESIGN-BUILDER's project closeout plan.
- b. The goals of the startup and testing tasks during the acceptance phase of the project include but are not limited to the following:
 - 1) Verifying that all systems and equipment to be commissioned are installed and operate to meet the contract documents and utility's operation performance requirements.
 - 2) Providing LAWA operation and maintenance staff, and other stakeholders useful documentation.
 - 3) Training LAWA operations and maintenance staff, utilities' staff and other

stakeholders on the design intent and operation of equipment and systems.

- 4) Documenting the startup and testing process for future reference and use by LAWA O&M Staff, utilities and other stakeholders. The startup and testing report shall include but not limited to:
 - a) Introduction
 - b) Executive Summary
 - c) Startup and Testing Plans
 - d) Project Requirements / Basis of Design
 - e) Startup and Testing Specification
 - f) O&M Training Records
 - g) Functional Performance Test Reports
 - h) Issues Log
 - i) Startup and Testing Coordination Meeting Notes
 - j) DESIGN-BUILDER's and its subcontractors' test reports
 - k) Prefunctional Checklists
 - l) Blank Functional Test Procedures for retesting by LAWA or utility owners
4. Warranty Period
- a. The goals of the startup and testing tasks during the warranty period of the project include but not limited to the following:
 - 1) Revision/completion of the design requirements to reflect actual final system configurations and intended operation.
 - 2) Review of functional performance of systems tested to determine their level of performance ten (10) months after final acceptance, against the criteria and performance parameters established by LAWA and the utility owners and documented during Functional Performance testing.

4. REQUIRED MEETINGS

- A. Startup and Testing Kickoff Meeting: The DESIGN-BUILDER's coordinator will coordinate with LAWA to schedule, plan and conduct a Kickoff meeting for the startup and testing teams. The intent of this meeting is to introduce the key players of the startup and testing team and develop a go-forward process.
- B. Startup and Testing Meetings and Coordination:
 1. The DESIGN-BUILDER shall attend the startup and testing team coordination meetings throughout the project's construction period until completion of project closeout. The startup and testing team coordination meetings shall be planned, conducted and documented by the DESIGN-BUILDER as construction progresses. These meetings shall include but are not limited to coordination, scheduling, progress, deficiency and conflict resolution, and planning issues. These meetings will be held at least monthly, until the start of the acceptance phase when they may be held as frequently as once a week.
 2. The DESIGN-BUILDER shall attend startup and testing planning and coordination

work sessions during design. The startup and testing planning and coordination meetings are intended to review the startup and testing plan and resolve issues of equipment and systems identified as requiring startup and testing during design. These meetings may include but are not limited to:

- a. Water and power distribution
 - b. Natural Gas distribution
 - c. Sewer collection and transmission
 - d. Special Systems, such as alarm systems, telecommunication, fiber optics and horizontal cabling
 - e. Temporary systems
3. Pretesting Meetings: The DESIGN-BUILDER shall attend biweekly pretest meetings of the startup and testing team to review startup procedures, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested. Pretest meetings shall start at least four months prior to project completion.
 4. Testing Coordination: The DESIGN-BUILDER shall coordinate sequence of testing activities weekly to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 5. Startup and testing meeting minutes and reports shall be distributed to LAWA within five (5) days of meeting.

5. SYSTEMS AND EQUIPMENT TO BE STARTED AND TESTED

- A. The systems and equipment to be started and tested shall be identified by the DESIGN-BUILDER and verified by the utility stakeholders, with the assistance of LAWA and LAWA's consultants during the design of the project. Systems that will require startup and testing may include but are not limited to water, power, sewer, telecommunications and natural gas.
 1. The material and equipment matrix shall be formatted as a computerized spreadsheet with capability for printing of various data columns (ranges) to meet documentation requirements a various stages of construction, and for different purposes as required by the various technical specifications of the contract documents. The matrix shall be submitted as part of the startup and testing plan's development for review as part of the startup and testing plan's submission requirements stated elsewhere in this PR and in the scope of work, as well as during pre-startup and testing and startup and testing meetings. The electronic database program shall be used for all startup and testing activities.
 2. The matrix shall identify all operable devices and equipment to be provided and are to be grouped by the system they primarily support. When sorted by column for system identification, the resulting printout should identify all system components, regardless of whether they are of water, power, natural gas, sewerage, low voltage systems or other in nature. The matrix shall include the following data, as a minimum, for each device, and shall allow for additional columns for subsequent data requirements.
 - a. Brief equipment identification text

- b. Equipment or device id number
 - c. Associated building system, if any
 - d. Governing Specification Section
 - e. Appropriate submittal reference number(s)
 - f. Installing location, by room number or column coordinates, as indicated on the Contract Documents.
3. In addition to including the material and equipment matrix as part of the startup and testing plan and any subsequent updates to the matrix that require LAWA review for approval, the final material and equipment matrix for each device or systems is to be provided as an attachment to the DESIGN-BUILDER's request/notice for check out or startup of equipment or systems.

6. TEST EQUIPMENT

- A. All standard testing equipment requiring initial checkout, startup and functional performance testing shall be provided by the DESIGN-BUILDER and its subcontractor for the equipment being tested. This includes, but is not limited to, two-way radios, meters and data recorders.
1. Special equipment, tools, and instruments required for testing equipment according to these contract documents shall be provided by the DESIGN-BUILDER and with the exception of TAB equipment, turned over to LAWA at project closeout.
 2. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance within the tolerances specified in the contract documents. If not otherwise noted, the following minimum requirements apply: Pressure sensors shall have an accuracy of $\pm 2.0\%$ of the value range being measured (not full range of meter) and have been calibrated within the last year. All equipment shall be calibrated according to the manufacturer's recommended intervals and when dropped or damaged. Calibration tags shall be affixed or certificates readily available.

7. PROJECT SCHEDULE

The DESIGN-BUILDER shall incorporate all startup and testing coordination and execution activities into the project's schedule and review all monthly updates with LAWA prior to submitting for approval.

8. PRIOR TO STARTUP

- A. Prior to equipment/system start-up the following conditions will be required:
1. Provide LAWA for review and approval a comprehensive start up plan from the DESIGN-BUILDER and subcontractor using manufacturer's approved start up methods and pre-start-up checklist if applicable.
 2. No equipment will be started until all applicable requirements of the contract documents have been completed for the installation and safe operations of the equipment being started.
 3. Written certification that the manufacturers' representative has verified that the installation and operation of the system or component is in accordance with their published

recommendations (if required by contract document).

4. Provide no less than a three (3) day notification in writing to LAWA that startup is pending. Startup procedures shall be witnessed by the Project's Engineer of Record, and may be witnessed by LAWA, LAWA's consultants, and the utility owners.
5. All required field testing has been completed and testing forms approved by LAWA.

9. STARTUP, SYSTEM READINESS CHECKLISTS AND INITIAL CHECKOUT

- A. The DESIGN-BUILDER or its subcontractor shall not energize or activate any system in final use until the following conditions have been met:
 1. The DESIGN-BUILDER has verified that all wiring and support components for equipment are complete and have been tested in accordance with the technical specifications and/or the manufacturer's written recommendations.
 2. The DESIGN-BUILDER has verified and audited all control sensors types and locations, all piping specialties including balance, control, and isolation valves, all ductwork specialty items including turning devices, balance, fire, smoke, and control dampers, and access doors.
 3. The DESIGN-BUILDER has verified that each component device has been checked for proper lubrication, vibration isolation, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
 4. The DESIGN-BUILDER has verified that all tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer and are in compliance with applicable specifications.
 5. The DESIGN-BUILDER has provided LAWA with a written three (3) day notice of intent to start-up the system for operational check-out. The completed startup and testing system readiness checklist, shall accompany the "Equipment or System Startup Request for Inspection Form" to be used for this notification.
 6. The DESIGN-BUILDER shall execute start-up under supervision of responsible manufacturer's or utility's representative in accordance with manufacturer's or utility's instructions and specification requirements if applicable.
 7. The DESIGN-BUILDER shall coordinate and schedule system(s) start-up in a timely manner so they can operate each system for a period of time sufficient to evaluate and adjust performance as necessary, prior to demonstrating the system to LAWA. All systems shall be operational, and shall have been successfully inspected by LAWA prior to the DESIGN-BUILDER requesting substantial completion inspections for the project and in accordance with the closeout procedures as required in the project requirements for project closeout.

10. FUNCTIONAL PERFORMANCE TESTING

- A. The DESIGN-BUILDER will develop and issue functional performance test procedures for each piece of equipment or system to be started and tested as required by the technical specifications or utility owner. The DESIGN-BUILDER shall perform the functional performance test procedures observed by LAWA and the DESIGN-BUILDER's startup and testing coordinator.

- B. The DESIGN-BUILDER shall provide personnel and equipment to perform the Functional Performance Test Procedures. This includes any specialty subcontractors (controls CM, manufacturers reps, vendors, consultants, etc.) as required by LAWA and the DESIGN-BUILDER's startup and testing coordinator.
- C. The following requirements must be met before the functional performance test process will begin:
 - 1. All materials and equipment to be commissioned have had start-up procedures completed.
 - 2. System readiness checklists and test reports are completed, signed and submitted to the A/E and LAWA.
- D. Notify all personnel on the project site prior to any start-up or testing which may create a hazardous or dangerous condition. Coordinate with other trades.
- E. Initiate, develop, and document functional performance test procedures. Include functional performance test procedures data sheets for each system or equipment. Determine actual system performance and compliance with the design. Personnel experienced in the technical aspects of each system to be started and tested shall be engaged.
- F. Test procedures shall fully describe system configuration and steps required for each test and be appropriately documented so that another party can repeat the tests with virtually identical results.
- G. Functional test procedures must confirm the performance of systems. Comply with the requirements of the contract documents. The functional test shall meet the design intent and applicable code under which the work was permitted. When a system is accepted, LAWA and the appropriate utility owner must be assured that the system is complete, works as intended, is correctly documented and that the required training in operation and maintenance of the system is accomplished per the contract's requirements.
- H. Any mechanical equipment requires integral safety devices to stop/prevent equipment operation unless minimum safety standards or conditions are met. This shall include adequate oil pressure, proof-of-flow, non-freezing conditions, and maximum head pressure. Functional performance test procedures shall demonstrate the actual performance of safety shutoffs in real or closely-simulated conditions of failure.

11. DEFERRED TESTING

Deferred testing may be required to address seasonal conditions that may prohibit a required test, or to accommodate changes in the project schedule. All such changes shall be coordinated with the construction schedule monthly updates and submitted for LAWA's review and approval.

12. SUBMITTALS

- A. Startup and Testing Coordinator Qualifications Submittal: The DESIGN-BUILDER shall submit each startup and testing coordinator resume and sample documents in a timely fashion to LAWA for approval; which shall include the following:
 - 1. Education and technical training.
 - 2. Present employment:
 - 3. Company name and address

4. Present title and job description
 5. History of employment (include dates and positions held)
 6. Relevant work experience:
 7. Job name
 8. Position held
 9. Work history (include dates and positions held)
 10. Example of prior building startup and testing project performed by the proposed CxL:
 11. Submitted project shall be similar in startup and testing scope and complexity.
 12. Include test procedures developed by proposed CxL
- B. Test Checklists and Report Forms: The startup and testing coordinator shall submit sample checklists and forms to DESIGN-BUILDER's QC manager and subcontractor for review and comment. Submit each checklist and report form for review and approval by the A/E in conjunction with LAWA.
- C. The DESIGN-BUILDER shall provide the submittal schedule to LAWA per the requirements of the submittals PR. Prior to submission to LAWA, the DESIGN-BUILDER shall indicate on the submittal schedule which submittals are "Startup and Testing Related" for review and approval.
- D. The DESIGN-BUILDER shall submit all startup and testing outlines and plans to the A/E and LAWA for review and approval per the plan submission requirements identified elsewhere in this PR and the scope of work.
- E. The DESIGN-BUILDER shall provide one (1) copy of each startup and testing related submittal package and O&M Manual to LAWA at the same time the submittal package is issued to the A/E for review. See the project submittals PR-09 and the project closeout PR-27 for requirements.

13. REPORTING AND DOCUMENTATION

- A. Certificate of Readiness: Certificate of Readiness shall be signed by the DESIGN-BUILDER's, subcontractor(s) performing the installation, vendor(s), and the startup and testing coordinator certifying that systems, subsystems, equipment, materials and associated controls are ready for testing. Completed test checklists signed by the responsible parties shall accompany this certificate.
- B. Test and Inspection Reports: Startup and testing coordinator shall record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application shall be included with data.
- C. The startup and testing coordinator shall compile test and inspection reports and test and inspection certificates and submit to LAWA for review and approval. This includes all certifications, permits cards and other such forms that have been signed by the utility owner certifying or acknowledging successful completion of startup and testing.
- D. Corrective Action Documents: Startup and testing coordinator shall document corrective action taken for systems and equipment that fail tests. Include required modifications to systems and equipment and revisions to test procedures, if any. Retest systems and equipment requiring corrective action and document retest results.

- E. Issues Log and Report: Startup and testing coordinator shall prepare and maintain an electronic (Microsoft excel compatible) issues log that describes design, installation, and performance issues that are at variance with the utility owner requirements and contract documents. Identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.
1. Creating an Issues Log Entry:
 - a. Identify and document the CGMP or task order.
 - b. Identify the issue with unique numeric or alphanumeric identifier by which the issue may be tracked.
 - c. Assign a descriptive title, date and time of the issue, and person documenting issue for tracking.
 - d. Identify test number of test being performed at the time of the observation, if applicable, for cross-reference.
 - e. Identify system, subsystem, and equipment, and location to which the issue applies.
 - f. Include any information that may be helpful in diagnosing or evaluating the issue, and note recommended corrective action, identifying Cx team member responsible for corrective action and expected date of correction.
 2. Documenting Issue Resolution:
 - a. Log date correction is completed or the issue is resolved, identifying the person documenting the resolution.
 - b. Describe corrective action or resolution taken. Include description of diagnostic steps taken to determine root cause of the issue, if any.
 - c. Identify changes to the CGMP or Contract Documents that may require action.
 - d. State that correction was completed and system, subsystem and equipment are ready for retest, if applicable.
 - e. Identify person(s) who corrected or resolved the issue.
 3. Issues Log Report: On a periodic basis, but not less than for each startup and testing team meeting, startup and testing coordinator shall submit a written narrative for LAWA review of outstanding issues and a status update of the issues log. As a minimum, the startup and testing coordinator shall include the following information in the issues log and expand it in the narrative:
 - a. Issue number and title.
 - b. Date of the identification of the issue.
 - c. Name of the startup and testing team member assigned responsibility for resolution.
 - d. Expected date of correction.
- F. Startup and Testing Report: Startup and testing coordinator shall submit to LAWA results of the startup and testing process including unresolved issues and performance of systems, subsystems, and equipment to for LAWA review. The startup and testing report shall indicate whether systems, subsystems, and equipment have been completed and are performing according to the utility owner requirements and contract documents. The startup and testing report shall include, but is not limited to, the following:

1. Lists and explanations of substitutions; compromises; variances in to the CGMP or utility owner requirements; record of conditions; and, if appropriate, recommendations for resolution.
 2. Startup and testing coordinator startup and testing plan.
 3. Corrective modification documentation.
 4. Issues log.
 5. Completed test checklist(s).
 6. Listing of off-season test(s) not performed and a schedule for their completion (if applicable).
- G. Product Failure (Due to Manufacturer Defect): If 10% (or three, whichever is greater) of identical pieces of equipment or material fail to perform to the utility owner requirements or contract documents due to a manufacturing defect, not allowing it to meet its submitted performance specification, all identical units may be considered unacceptable by LAWA. In such case, the DESIGN-BUILDER shall provide the LAWA with the following:
1. Within one (1) week of notification from LAWA, the DESIGN-BUILDER or manufacturer's representative shall examine all other identical units making a record of the findings. The findings shall be provided to LAWA within two (2) weeks of the original notice.
 2. Within two (2) weeks of the original notification, the DESIGN-BUILDER or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc., and all proposed solutions. The proposed solutions shall not significantly exceed the specification requirements of the original installation.
 3. LAWA will determine whether a replacement of all identical units or a repair is acceptable.
 4. Two examples, where applicable, of the proposed solution shall be installed by the DESIGN-BUILDER, and LAWA, shall be allowed to test the installation for up to one week, upon which LAWA, will decide whether to accept the solution.
 5. Upon acceptance, the DESIGN-BUILDER and/or manufacturer shall replace or repair all identical items, at their expense. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.

14. DEMONSTRATION AND DESIGN-BUILDER PROVIDED TRAINING

- A. This section includes administrative and procedural requirements for providing demonstrations and training to LAWA, utility owners and tenant personnel for those items requiring training in accordance with the technical specifications, including the following:
1. Demonstration of operation of systems, subsystems, and equipment.
 2. Development of training programs that will identify skills and knowledge necessary to safely and efficiently operate, adjust, and maintain the project.
 3. Training in operation, adjustment, and maintenance of products, equipment, and systems.
- B. The DESIGN-BUILDER shall provide and include in its Startup and Testing Plan training coordination, scheduling of subcontractor, and ensure that training is completed. Develop an instruction program that includes individual training modules for each system, subsystem, and equipment as provided herein.

- C. All training shall be coordinated through LAWA. Repeat training sessions shall be provided for operation and maintenance shift workers.
- D. Training may not occur before performance testing is complete except at the discretion of LAWA where required by the facility operators to assist the DESIGN-BUILDER in the performance testing.
- E. Training Preparation Conference: Before operation and maintenance training, the startup and testing coordinator shall convene training preparation conferences to include LAWA's operation and maintenance personnel, DESIGN-BUILDER, and subcontractor. In addition to requirements specified, perform the following:
 - 1. Review the Design
 - 2. Review installed systems, subsystems, and equipment.
 - 3. Review instructor qualifications.
 - 4. Review instructional methods and procedures.
 - 5. Review training module outlines and contents.
 - 6. Review course materials (including operation and maintenance manuals).
 - 7. Inspect and discuss locations and other facilities required for instruction.
 - 8. Review and finalize training schedule and verify availability of educational materials, instructors, A/V equipment, and facilities needed to avoid delays.
 - 9. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.
- F. All demonstration, training, and instructional sessions will be monitored and approved by LAWA. Any session or portion thereof deemed unsatisfactory, based on evaluation of the training shall be repeated by the manufacturer or manufacturer's representative at no additional cost to LAWA.
- G. When deemed appropriate by LAWA, field instruction to LAWA and/or tenant personnel designated to receive training may be acceptable as a training session. The instruction shall be provided by a field service technician qualified to perform corrective or preventive maintenance, troubleshooting, or related field services.
- H. Training shall be conducted so that home study will not be required. The training shall include courses, which combine classroom and field hands-on training that is structured and scheduled to facilitate trainee comprehension of the subject material. Courses shall be continuous, and the field training shall immediately follow the classroom instruction.
- I. Video Recording of the training sessions shall be provided by the DESIGN-BUILDER and added to the O&M manuals. Video shall meet or exceed the industry standard of quality. In addition, factory training high definition videos/DVD identifying key troubleshooting, repair, service and/or replacement techniques shall be provided by the DESIGN-BUILDER and reviewed with LAWA.
- J. LAWA reserves the right to videotape any and all training materials and presentations, except for proprietary material, and retain all rights for usage of such recorded material to train.
- K. Refer to the contract documents for specific requirements for demonstration, training, and instruction of operation adjustment, and maintenance of products, equipment, and systems.

15. DEVELOPMENT AND TRAINING PROGRAM

- A. With the exception of safety and overview training, training shall be divided into separate categories for operations training and maintenance training with maintenance training further broken down to specific crafts.
- B. No actual operations training of a piece of equipment will be permitted until the equipment is properly installed and is operational.
- C. Operations training shall be a prerequisite to the beneficial use of the facility or any portion thereof and shall be completed a minimum of one week prior to substantial completion being requested by the DESIGN-BUILDER.
- D. Maintenance training shall occur after and within thirty (30) days of the substantial completion and in accordance with the DESIGN-BUILDER's approved startup and testing plan, closeout plan and schedule.

16. TRAINING AND PROGRAM SUBMITTALS

- A. The DESIGN-BUILDER shall provide the training submittals in the following order for review and approval by the A/E and LAWA.
 - 1. First draft in accordance with the DESIGN-BUILDER's startup and testing plan and closeout plan and schedule as approved by the A/E and LAWA and at least sixty (60) days prior to proposed instruction date.
 - 2. Final draft in accordance with the DESIGN-BUILDER's startup and testing plan and closeout plan and schedule as approved by the A/E and LAWA and at least thirty (30) days prior to proposed instruction date.
- B. The "First Draft" of the training material shall, as a minimum, contain the following:
 - 1. Instructional text that details the specific topics of training for the system. These topics are detailed below. All text must be complete. Incomplete sections, paragraphs, etc., shall not be acceptable.
 - 2. Power Point, Media Player, and any other type of visual training aid that will be used in conjunction with the training plan.
 - 3. Reference materials as detailed in the lesson plan (e.g. handout, manufacturer catalogues, brochures, and pamphlets). All material shall be reviewed by LAWA to determine applicability and functionality. Reference materials that do not pass this review shall be modified and resubmitted within two weeks for approval.
 - 4. No actual classroom or field training shall be scheduled unless this material is approved.
 - 5. The DESIGN-BUILDER shall not proceed to the "Final Draft" stage of training material until LAWA has approved the "First Draft".
 - 6. With the final draft of the training material, the DESIGN-BUILDER shall submit a training agenda that provides the following information:
 - 7. Company name, address, and telephone number(s) for the vendor.
 - 8. Name and telephone number(s) of the vendor training representative.
 - 9. Duration of class (total hours).
 - 10. Breakdown of class and duration in hours of each training activity.

11. Target audience (e.g. operators, maintenance personnel, etc.).

12. Audiovisual requirements.

- C. After the DESIGN-BUILDER has received approval of the "Final Draft" of the training material and the training agenda from LAWA, only then can the actual training be scheduled. DESIGN-BUILDER shall submit his proposed training schedule to LAWA for approval. The proposed training schedule shall be submitted in accordance with the DESIGN-BUILDER's startup and testing plan, closeout plan and schedule as approved by LAWA and at a minimum of sixty (60) days prior to the start of the training. If the proposed training schedule is approved, then it becomes the final training schedule.
- D. Any compensation that is paid to LAWA personnel as a result of cancellation of classes that begin more than thirty (30) minutes after the scheduled start time shall be reimbursed to LAWA by the DESIGN-BUILDER. An exception is when a class is canceled or delayed due to actions by LAWA. LAWA will monitor the starting times of scheduled classes.
- E. The scheduling, content and duration of training programs has to be coordinated with the DESIGN-BUILDER's approved startup and testing plan and the DESIGN-BUILDER's closeout plan and subject to approval.
- F. The review of the training material does not constitute its approval unless specifically stated so. The training material submittal shall contain, but not be limited to, the following:
 - 1. Sufficient background information on each instructor for various sessions shall be provided to allow evaluation of the proposed instructor's qualifications and his capability of training the specific discipline.
 - 2. At the completion of the training, the DESIGN-BUILDER shall forward to LAWA one complete electronic set of training materials and support material for each defined training category.

17. DEMONSTRATION

- A. In accordance with the DESIGN-BUILDER's startup and testing plan, closeout plan and schedule as approved by LAWA and at least four (4) weeks prior to date of substantial completion, submit for LAWA's approval, a proposed outline of demonstration program including a schedule of proposed dates, times, length. Demonstration shall include, but not limited to, the following procedures:
 - 1. Start-up
 - 2. Shutdown
 - 3. Emergency operations
 - 4. Noise and vibration adjustments
 - 5. Safety procedures
 - 6. Economy and efficiency adjustments
 - 7. Effective energy utilization
- B. Demonstrate products, systems, and equipment to LAWA-specified personnel two (2) weeks prior to substantial completion.
- C. For each demonstration submit list of participants in attendance.

- D. Provide two copies of high definition and professionally edited video on DVD of each demonstration and instructions session.
- E. For equipment or systems requiring seasonal operation, perform demonstration for other season within six (6) months.
- F. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- G. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.
- H. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

18. OPERATIONAL TRAINING

- A. Manufacturer supplied (vendor) equipment training for all major equipment and subsystems shall be provided for the end users.
- B. The vendor training shall be provided by qualified instructors of the equipment manufacturers, i.e.: equipment field startup technician or their representative, as approved by the A/E and LAWA and may include both on and off-site training venues. Generally, manufacturer sales representatives will not be acceptable.
- C. Classroom training shall be structured to develop a basic understanding of the design, function, and capabilities of the equipment and the interrelationship with the process. In addition, routine operational and preventive maintenance, safety considerations, responses to abnormalities and startup, shutdown, and troubleshooting will be covered. Field training shall be scheduled to commence immediately following the classroom training and shall stress hands-on, performance-based application of the classroom training.
- D. Equipment shall be started and relevant systems and components shall be demonstrated.
- E. Training schedule: The DESIGN-BUILDER shall provide an operation and maintenance training schedule to be conducted immediately following vendor equipment startup of the equipment.
- F. The scheduling, content and duration of training programs has to be coordinated with the DESIGN-BUILDER's startup and testing plan and the DESIGN-BUILDER's closeout plan and subject to approval.

19. MAINTENANCE TRAINING

- A. The maintenance training shall include the function, adjustment, repair, and replacement of all components related to the trainee's trade. Safety aspects shall also be stressed.
- B. The training shall include, but not be limited to, the following:
 - 1. Preventive and corrective maintenance procedures, including replacement of parts; lubrication quantities, types, frequencies, and application points; and an estimate of time to perform such procedures.
 - 2. Special tools, techniques, or procedures required for either preventive or corrective maintenance of equipment, or its auxiliary or support systems.

3. Procedures to perform adjustments required for alignment, wear, and calibration for all preventive and corrective maintenance, and an estimate of time required performing such procedures.
 4. Assembly and disassembly procedures, including parts lists required for appropriate preventive and/or corrective maintenance.
 5. Maintenance, overhauls, troubleshooting of equipment, and auxiliary or support systems.
 6. Models, "exploded" views, and/or audiovisual materials shall be used for this training. These materials shall be turned over to LAWA upon completion of training.
- C. Hands-on field training shall be provided, subject to the approval.
- D. The scheduling, content and duration of training programs has to be coordinated with the DESIGN-BUILDER's startup and testing plan and the DESIGN-BUILDER's closeout Plan and subject to LAWA's approval.

END OF PR-26 COMMISSIONING AND TRAINING

PR- 27 PROJECT CLOSEOUT

1. GENERAL

To allow for a timely closeout process and ensure compliance with the administrative and contract closure requirements described in this project requirement, the DESIGN-BUILDER shall produce and submit a closeout plan for review and approved by LAWA. The plan shall incorporate the minimum requirements specified herein.

2. PRE-SUBSTANTIAL COMPLETION WORK

- A. In order to facilitate the preparation, scheduling and planning of all activities associated with project closeout, all submittals and activities specified below shall be completed prior to the DESIGN-BUILDER submitting a notice of substantial completion.
- B. All Work of the contract shall be substantially completed in conformance with the contract documents and inspected and verified by the DESIGN-BUILDER's QC Manager.
- C. Operating equipment must have been taken through start-up and sequence of operations procedures per the CxP as required in the commissioning project requirements.
- D. The DESIGN-BUILDER shall submit maintenance and operations manuals for preliminary review by LAWA a minimum of thirty (30) days prior to submitting notice of substantial completion.
- E. Testing of electrical, alarm and communications systems must be complete.
- F. Certification of life safety systems and equipment must be complete.
- G. DESIGN-BUILDER shall submit a required two-week advance notice of request for inspection for substantial completion.
- H. All operating systems must have been maintained by DESIGN-BUILDER in continuous operation for a minimum of two weeks in accordance with the CxP and as required in the commissioning project requirements.
- I. The DESIGN-BUILDER shall ensure all training of LAWA operations and maintenance personnel has been completed in accordance with the project requirements for demonstration and training prior to turning over any portion of the work under any condition. (See PR-26 "Project Commissioning and Training").
 - 1. Operations training shall be a prerequisite to the beneficial use of the facility or any portion thereof and shall be completed a minimum of one week prior to the beneficial use or substantial completion.
 - 2. Maintenance training shall occur thirty (30) days prior to beneficial use or substantial completion and in accordance with the DESIGN-BUILDER's approved CxP, closeout plan and schedule.

3. SUBSTANTIAL COMPLETION

- A. When the DESIGN-BUILDER considers that the work is substantially complete and has completed all quality control tests and inspections, the DESIGN-BUILDER shall notify LAWA that the work is completed in accordance with the contract documents and quality

requirements and is ready for inspection utilizing a notice of substantial completion.

- B. The DESIGN-BUILDER shall include with its notice of substantial completion a list of minor items (DESIGN-BUILDER's punch list) to be completed or corrected that would not affect beneficial use. This list shall be generated by the DESIGN-BUILDER and shall ensure completion of the work necessary to accomplish substantial completion prior to scheduling the substantial completion inspection for their design professionals and LAWA. The DESIGN-BUILDER's QC Manager or designated representatives shall independently verify and confirm that the work is installed per the project's quality requirements and that it is ready for the substantial completion inspection. Refer to the PR-13/14 "Quality Assurance" for requirements.
- C. The DESIGN-BUILDER shall submit the listing of minor items to be completed or corrected in an electronic format approved by LAWA. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by DESIGN-BUILDER that are outside limits of construction.
 - 1. In addition to the information required to identify location of punch list items, responsible parties, and proposed action, include following information in the punch list software and at the top of each printable page:
 - a. Project name
 - b. Date
 - c. Name of Designer, Architect, or Engineer
 - d. Name of DESIGN-BUILDER's responsible party for the work
 - e. Page number
 - 4. DESIGN-BUILDER shall complete final cleaning per the project requirements.
 - a. Materials: Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - b. Use cleaning products that that comply with the California Code of Regulations maximum allowable VOC levels.
 - c. Final Cleaning
 - 1) General: DESIGN-BUILDER is required to provide general cleaning during construction and provide final cleaning as follows in this section conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Those include but are not limited to AQMD and SWRCB and other areas as required. Also refer PR-18 "Environmental".
 - 2) Cleaning: The DESIGN-BUILDER shall employ experienced Workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in a commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 3) The DESIGN-BUILDER shall complete the following cleaning operations before requesting inspection for certification of substantial completion for entire project:

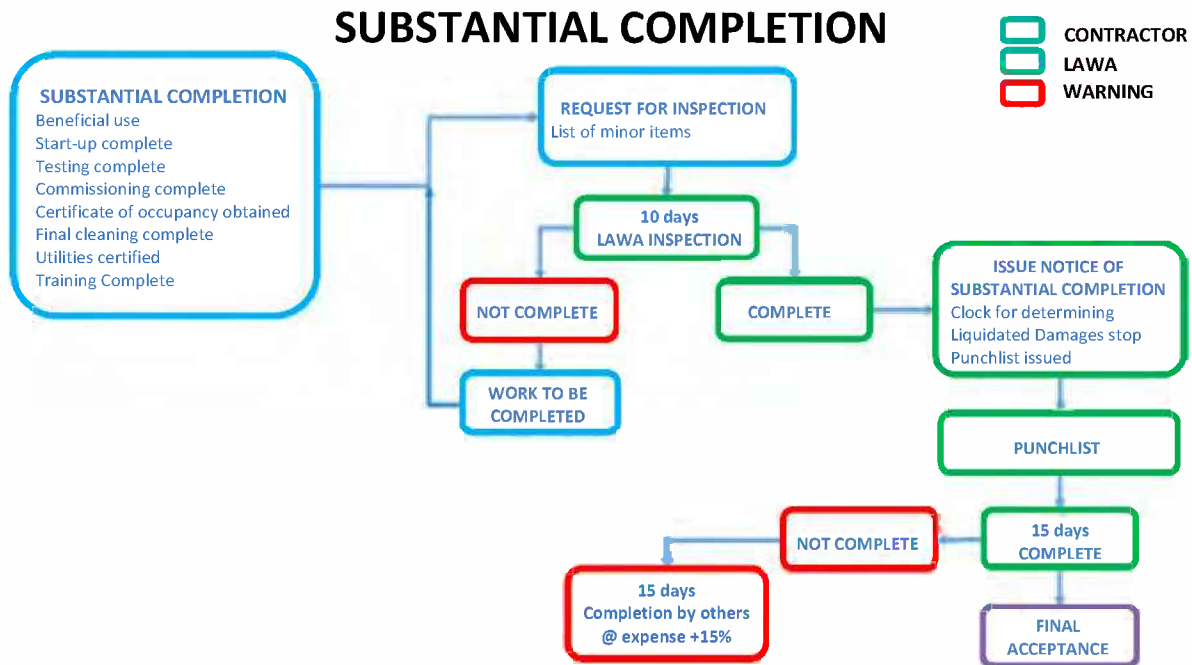
- a) Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- b) Clean project site, yard, and grounds, in areas disturbed by construction activities, including hardscape development areas, of rubbish, waste material, litter, and other foreign substances.
- c) Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- d) Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- e) Remove tools, construction equipment, machinery, and surplus material from project site.
- f) Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g) Remove debris and surface dirt from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h) Sweep concrete floors broom clean.
- i) Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- j) Remove labels that are not permanent.
- k) Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- l) Remove paint over "UL" and similar labels, including mechanical and electrical nameplates. Replace label if damaged from cleaning.
- m) Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n) Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o) Clean ducts, blowers, and coils.
- p) Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- q) Leave project clean and ready for use.

4. SUBSTANTIAL COMPLETION INSPECTION

- A. Upon receipt of DESIGN-BUILDER's notice of substantial completion, LAWA will either proceed with the inspection or advise the DESIGN-BUILDER of unfulfilled requirements. The

substantial completion inspection will only be performed for the project as a whole unless otherwise directed by LAWA.

- B. When the project is deemed ready for the substantial completion inspection, LAWA will inspect the completed work and generate a punch list of incomplete items and items requiring correction.
- C. If the LAWA inspection yields only minor items requiring completion or correction, LAWA will prepare a notification that the DESIGN-BUILDER has achieved substantial completion or will notify the DESIGN-BUILDER of items (punch list), identified by LAWA that must be completed or corrected before notice of substantial completion will be issued.
- D. Should additional re-inspections be required, LAWA will make one (1) repeat inspection for which the DESIGN-BUILDER shall reimburse LAWA for its time spent in conducting additional re-inspections at rate of 2.5 times rate of Direct Personnel Expense (DPE). DPE is defined as direct salaries of LAWA's personnel engaged on project and portion of costs of mandatory and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.
- E. The DESIGN-BUILDER shall immediately begin correction and completion of the items contained on LAWA punch list and when completed. When completed, the DESIGN-BUILDER shall request that LAWA verify the completion of those items so as to not impact the construction schedule. This process shall be repeated until LAWA determines that the work is complete in accordance with the contract documents.
- F. If LAWA's verification either reveals that items have been completed or that only a limited number of items remain to be completed, LAWA may issue a certificate of substantial completion. However, if LAWA's verification reveals that a substantial number of items remain to be completed or corrected the DESIGN-BUILDER will be directed to complete those items at no schedule or cost impact to LAWA and will be subject to liquidated damages until substantial completion is verified and approved.
- G. A certificate of substantial completion shall not be issued until LAWA receives evidence of satisfactory completion of commissioning requirements specified in the "Commissioning" PR-26.



5. PARTIAL OCCUPANCY AND USE

- A. LAWA shall have the right to take early beneficial possession of and to use any completed or partially completed phase or portion of the work, even if substantial completion of the work has not occurred and even if the work has not been finally accepted. Such beneficial possession and early occupancy shall not constitute substantial completion of such portions of the work nor affect LAWA's right to assess liquidated damages as provided in the contract documents.
- B. If LAWA elects to take possession of and to use any completed or partially completed portions of the Work prior to substantial completion, an inspection shall be made by the DESIGN-BUILDER and LAWA. Based upon such inspection, LAWA will attempt to list all incomplete work items observed, and shall provide the DESIGN-BUILDER with such list. However, the absence of an item from the list shall not relieve the DESIGN-BUILDER of responsibility to perform all of the Work. Any and all areas so occupied will be subject to a final inspection when the DESIGN-BUILDER complies with the final inspection requirements.
- C. At the time of such inspection, the parties shall also negotiate the responsibilities of LAWA and the DESIGN-BUILDER for security, operations, maintenance, heating and cooling, utilities, property insurance premiums, and damage to the work. These negotiations are subject to the final approval of LAWA.
- D. In the event the DESIGN-BUILDER believes there will be an additional cost associated with completion of the Work while LAWA occupies the work in whole or in part under this section, the DESIGN-BUILDER shall advise LAWA by Contactor Potential Change Notice (CPCN) followed by a Contractor Change Request (CCR) of all such costs at or before the time of such inspection. If the DESIGN-BUILDER fails or refuses to furnish such cost information, or fails or refuses to comply with the CCR procedure, the DESIGN-BUILDER shall be deemed to have waived any and all rights to assert any claim therefore at any time thereafter.

- E. If LAWA's need to occupy the work prior to such time as the work is complete is caused by the DESIGN-BUILDER's failure to complete the work within the stipulated period of performance, the DESIGN-BUILDER shall bear any and all additional costs associated with completing the work.

6. FINAL COMPLETION

- A. Upon issuance of a certificate of substantial completion, the DESIGN-BUILDER shall complete any minor punch list items remaining after the issuance of the certificate of substantial completion at which time the DESIGN-BUILDER shall notify LAWA for final inspection of the work.
- B. The DESIGN-BUILDER will notify LAWA to perform complete building and project site final meter readings for utilities, a measured record of stored fuel and any other similar data required.
- C. The DESIGN-BUILDER shall submit all record documents associated with the project in accordance with the PR-24 "Photographs and Videos".
- D. DESIGN-BUILDER shall submit final maintenance and operations manuals, final project photographs, damage or settlement surveys (as required), property survey and similar final record information.
- E. The DESIGN-BUILDER shall submit specific approved warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
- F. The DESIGN-BUILDER shall submit releases required from any LAWA jurisdiction having authority or utility owner over unrestricted use of the work including access to services, utilities, operating permits, occupancy permits, etc. as may apply.
- G. The DESIGN-BUILDER shall submit as-built drawings, BIM model and specifications for LAWA review. (See PR-21 "BIM and Virtual Reality Coordination").
- H. The DESIGN-BUILDER shall submit final "Approved" submittals and shop drawings of record documents.
- I. The DESIGN-BUILDER shall deliver tools, spare parts, extra stock and similar items as required by the contract documents to LAWA.
- J. The DESIGN-BUILDER shall deliver miscellaneous equipment, cabinets, panels, keys, etc. to LAWA.
- K. The DESIGN-BUILDER shall request changeover of any remaining insurance coverage to LAWA as required for continuing coverage of the work for the project.
- L. The DESIGN-BUILDER shall deliver inventory of all items purchased by LAWA under the project.
- M. The DESIGN-BUILDER shall provide additional cleaning associated with the performance of punch list work, warranty work, demobilization and any other activity performed by the DESIGN-BUILDER after final cleaning.
- N. DESIGN-BUILDER discontinues and/or relocates temporary facilities (except any construction offices as agreed upon by LAWA) and final construction trailer meter readings.
- O. The DESIGN-BUILDER shall replace burned-out bulbs and LED modules, and those noticeably dimmed by hours of use, and defective and noisy starters in lighting fixtures to

comply with requirements for new fixtures.

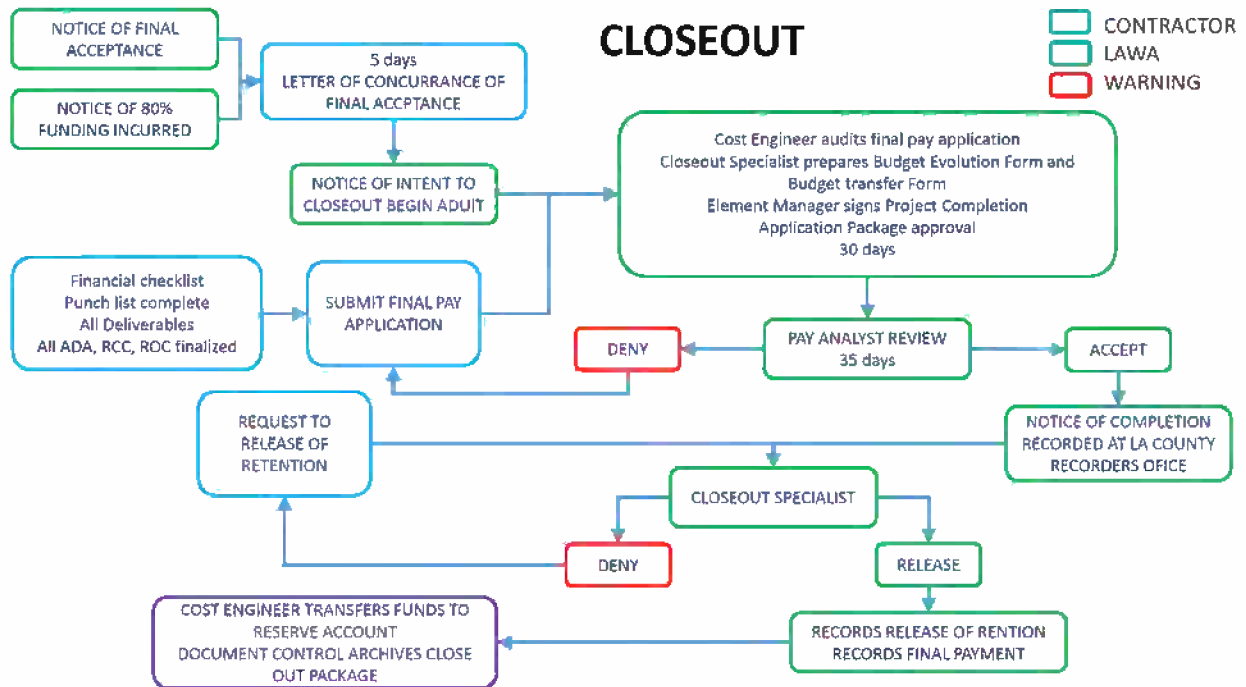
- P. The DESIGN-BUILDER shall replace parts subject to unusual operating conditions.
- Q. The DESIGN-BUILDER shall replace burned-out bulbs and LED modules, and those noticeably dimmed by hours of use, and defective and noisy starters in lighting fixtures to comply with requirements for new fixtures.
- R. The DESIGN-BUILDER shall replace parts subject to unusual operating conditions.
- S. The DESIGN-BUILDER shall comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on LAWA's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from project site and dispose of lawfully.
- T. The DESIGN-BUILDER shall confirm by snaking or piping camera that the new and existing underground sanitary and storm drain pipes are clean of construction debris under the building and on site until a connection of a significantly larger pipe.

7. FINAL ACCEPTANCE

- A. Upon notification from the DESIGN-BUILDER that final completion has been accomplished, LAWA shall complete a verification of each item contained on LAWA's punch list.
- B. Upon verification by LAWA of satisfactory completion of all outstanding punch list items, LAWA will issue a letter of final acceptance.
- C. LAWA will file the notice of final completion and acceptance of public works project with the County Recorder's Office.

8. RELEASE OF RETENTION

- A. The DESIGN-BUILDER shall submit a final application for payment according to the contract's payment procedures.
- B. The DESIGN-BUILDER shall provide final release on contract.
- C. The DESIGN-BUILDER shall submit a certified copy of LAWA's substantial completion inspection list of items to be completed or corrected (punch list), endorsed and dated by LAWA. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- D. The DESIGN-BUILDER shall submit evidence of final, continuing insurance coverage complying with insurance requirements.
- E. The DESIGN-BUILDER shall submit pest-control final inspection report and warranty.
- F. The DESIGN-BUILDER shall submit the application for retention release including consent of surety to release retention.



END PR-27 PROJECT CLOSEOUT

EXHIBIT E:

Plans and Specifications

ATMP Landside Improvements - Electronic Data Room (Vol. 2)	
	Additional ATMP Landside Improvement Reference Files 167.5 MB · Jun 15, 2022, 7:23 AM
	ATMP - Component Breakdown - Maps (2022-04-26).pptx 16.9 MB · Jun 15, 2022, 2:14 PM
	ATMP Landside - Supplementary Project Info (2022-04-26).docx 4.7 MB · May 3, 2022, 9:44 AM
	ATMP_LAMP Roadways Improvements.pdf 7.4 MB · May 26, 2022, 8:48 AM
	CA Manual on Uniform Traffic Control Devices (MUTCD) - Revision 6 (2021).pdf 131.0 MB · Jul 27, 2022, 3:13 PM
	Caltrans Encroachment Permit Application Guide.pdf 1.0 MB · May 3, 2022, 9:44 AM
	CALTRANS Highway Design Manual (2020) - HDM 7th Edition.pdf 51.7 MB · May 26, 2022, 7:29 AM
	Century Blvd Streetscape Plan (2018).pdf 65.5 MB · Aug 19, 2022, 10:17 AM
	City of LA - Complete Streets Design Guide (2015).pdf 9.5 MB · May 3, 2022, 9:44 AM
	LABOE - Standard Plan S-470-1 (2015).pdf 3.2 MB · May 3, 2022, 9:44 AM
	LABOE-LADOT - Supplemental Street Design Guide (2020).pdf 15.3 MB · May 3, 2022, 9:44 AM
	LADCP - Mobility Plan 2035 (2016).pdf 51.8 MB · Jun 22, 2022, 10:14 AM
	LADOT - Transportation Assessment Guidelines (2020).pdf 4.7 MB · May 3, 2022, 9:44 AM
	LADOT TCP Procedures.pdf 5.1 MB · May 3, 2022, 9:45 AM
	LADOT Traffic Signal Design Guidelines (2010).pdf 8.0 MB · May 3, 2022, 9:45 AM
	LADOT Traffic Signal Design Notes - Revision 4 (2022-04).pdf 333.1 KB · May 3, 2022, 9:45 AM
	LAX ATMP - DEIR Appendix G Transportation.pdf 22.5 MB · May 3, 2022, 9:45 AM
	LAX ATMP - DEIR Construction Phasing.pdf 4.7 MB · May 3, 2022, 9:45 AM
	LAX ATMP MMRP.pdf 128.8 KB · May 3, 2022, 9:45 AM
	LAX ATMP Non-CEQA Analysis Report - 20210427_withAppendices.pdf 48.8 MB · May 26, 2022, 7:13 AM
	LAX ATMP Non-CEQA Analysis Report - LADOT Assessment Letter.pdf 10.0 MB · May 3, 2022, 9:45 AM
	SCC Process and Procedures Manual 9.21.16.pdf 4.2 MB · May 3, 2022, 9:45 AM

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Exhibit F:

Project Labor Agreement

**LOS ANGELES DEPARTMENT OF
AIRPORTS CONSTRUCTION
PROJECT LABOR AGREEMENT**

2020 AMENDMENT

**2020 AMENDMENT TO THE
LOS ANGELES DEPARTMENT OF AIRPORTS CONSTRUCTION
PROJECT LABOR AGREEMENT**

Parsons Constructors Inc. (“Parsons”) and the Los Angeles/Orange Counties Building and Constructions Trades Council (“Council”) on behalf of itself and on behalf of the Unions signing this Agreement, hereby agree to amend their Project Labor Agreement (“PLA”) as follows:

1. Page 2 of the Table of Contents (which lists the Attachment and Addenda) is hereby deleted in its entirety and replaced with the following:

Attachment 1
Letter of Assent (Revised)

Addendum No. 1 (Revised per Item 18 of this 2020
Amendment) May 1, 2000 Letter of Clarification

Addendum No. 2 (Superseded by Item 8 of this 2020 Amendment)
Morgan, Lewis & Bockius April 16, 2001 letter
(Permanent Arbitrators)

Addendum No. 3 (Superseded by Item 8 of this 2020 Amendment)
Memorandum of Understanding
(List of Available Arbitrators)

Addendum No. 4
Parsons’ December 14, 1999 letter
(Redi-mix material delivery)

Addendum No. 5
Parsons’ December 9, 1999 letter
(Elevator Union Clarification)

Addendum No. 6
December 3, 2010 PLA Amendment
(Extension of Agreement/Duration)

Addendum No. 7
December 2010 Clarification
(Hiring Obligations)

Addendum No. 8
Craft Employee Request Form

Addendum No. 9
Resolution No. 24316
(Additional Projects)

Addendum No. 10
Drug and Alcohol Testing Policy

2. Article II Section 4(b) is hereby deleted in its entirety and replaced with the following:

Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by one of the Arbitrators, selected by the negotiating parties, under the procedures established in Article VII. It is understood that this Agreement, together with the referenced Schedule As constitute a self-contained, stand-alone agreement and by the virtue of having become bound to this Project Labor Agreement the Contractor will not be obligated to sign any other local, area or national Agreement as a condition of performing work within the scope of this Agreement.

3. Article III Section 6 is hereby deleted in its entirety and replaced with the following:

The local unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally obligated. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project to meet the needs of the Project and the requirements of the industry generally. Toward that end, the unions agree to first refer, to the extent permitted by law and the hiring hall procedures, Impact Area Residents or Local Residents as journeymen and apprentices for employment on the Project. The qualifying zip codes for both Impact Area Residents and Local Residents are listed in Addendum No. 8 – Craft Employee Request Form. Local Residents are defined as those employees living within the zip codes of the City of Los Angeles, Culver City, Hawthorne and the West Los Angeles Veterans Affairs Campus (90073) that are not otherwise included in the Impact Area zip codes. In addition, the parties agree to recruit Impact Area Residents and Local Residents and facilitate entrance into such apprenticeship and training programs as may be operated by the signatory local unions. All parties agree to fully cooperate in local hiring and training programs such as the HireLAX Apprenticeship Readiness Program.

4. Article III Section 8 is hereby deleted in its entirety.

5. Article III Section 9 is hereby deleted in its entirety and replaced with the following:

Employees are not required to become or remain union members as a condition of performing work on a Project under this Agreement. Contractors shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Schedule A. Nothing in this Section 9 is intended to supersede the requirements of the applicable Schedule A(s) as to those Contractors otherwise signatory to such Schedule A(s) and as to the employees of those Contractors who are performing work on a Project.

6. The last full paragraph of Article III Section 10 is hereby deleted in its entirety and replaced with the following:

For each covered Project, the Union will refer to such Contractor one employee from the hiring hall out-of-work list for each affected trade or craft, and will then refer one of such Contractor's "core" employees and shall repeat the process as follows: one from the hiring hall and one "core" employee, until such contractor's requirements are met or until such contractor has hired five (5) such "core" employees for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list. In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of core employees in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the Contractor under this Agreement.

7. The following new Section 13 (c) is hereby added to Article III as follows:

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified Veteran to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the

extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

8. Article VII Section 2 (iii), Addendum No. 2 and Addendum No.3 are hereby deleted in their entirety and replaced with the following new Article VII Section 2 (iii), as follows:

Step 3(a). If the grievance shall have been submitted but not resolved under Step 2, either party may request in writing to the Agreement Coordinator (with copy(ies) to the other party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator mutually agreed upon by the parties to the grievance, selected from the following permanent panel of six (6) arbitrators, pre-selected by the negotiating parties to this Agreement, as follows: (1) Thomas Pagan; (2) David Hart; (3) Edna Francis; (4) Michael Prihar; (5) Fred Horowitz; and (6) Sara Adler. Should the parties to the grievance be unable to agree upon the selection of one of the six listed arbitrators, within ten (10) working days of the arbitration request, the Agreement Coordinator shall select one of the seven listed arbitrators on a rotational basis. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

9. The following new subsection (a) is added to Article VIII section 2 as follows:

If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

10. Article IX Section 1 is deleted in its entirety and replaced with the following:

All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing federal or state rate determination. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule As, except as otherwise provided in this Agreement. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the Schedule A Agreements are required to pay all of the wages set forth in those Schedule A Agreements without reference to the forgoing.

11. The first paragraph of Article IX Section 2 is deleted in its entirety and replaced with the following:

Contractor is to pay contributions to the established employee benefits funds in the amounts designated in the appropriate Schedule A and to make all employee-authorized deductions on behalf of all employees in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on this Project; and provided that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XVII, Section 2 of this Agreement, and provided that contributions do not exceed contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the Schedule A Agreements are required to pay all contributions set forth in those Schedule A Agreements without reference to the forgoing.

12. Sections 2, 3, 4, 5, 6, 7, 9 and 11 of Article X are hereby deleted in their entirety.
13. Article XI Section 1 is hereby deleted in its entirety and replaced with the following:

The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the special need and obligation to capitalize on the availability of the local workforce in the Los Angeles area entering the construction industry. To these ends, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Further, the parties will recruit and encourage Impact Area Residents, Local Residents, minorities and women to commence and progress in apprenticeship programs in the construction industry.

14. Article XI Section 3 is hereby deleted in its entirety and replaced with the following:

It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction Projects of the type covered by this Agreement. The parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the general benefit of the Impact Area Residents and Local Residents, including the utilization of the HireLAX Apprenticeship Readiness Program.

15. Article XII Section 1(c) is hereby deleted in its entirety and replaced with the following:

The Parties to this Agreement adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is hereby attached to the PLA as Addendum 10 and which shall be the policy and procedure utilized under this Agreement.

16. Article XIII Section 1 is deleted in its entirety and replaced with the following:

The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, sex, religion, creed, political affiliation, membership in a labor organization, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition, marital status, ancestry, or sexual orientation in any manner prohibited by law or regulation, in hiring and dispatching workers for the Project. The Union shall cooperate with the Contractors' obligations to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to such status. Relevant employment actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved contractor for consideration and resolution.

17. Article XIV is hereby deleted in its entirety.

18. It is understood by the Parties to the Agreement that the City no longer owns or operates Ontario Airport. All references to airport-related facilities owned and controlled by the City is limited to Los Angeles International Airport (LAX), Van Nuys Airport (VNY), and Palmdale Aviation-related Property. Consequently, it will not be required for the San Bernardino and Riverside County Building and Construction Trades Council to remain signatory to this Agreement.

Therefore, Item 2, Section 1(b) of Addendum 1 is hereby deleted in its entirety and replaced with the following:

(b) Such other major construction, rehabilitation, and renovation Projects involving airport-related facilities at Los Angeles International Airport (LAX), Van Nuys Airport (VNY), and Palmdale Aviation-related Property, as are designated by the City to be covered by this Agreement.

19. The following new Section 1(c) is hereby added to Addendum No. 6, the December 3, 2010 PLA Amendment which further amends Section 1 of Article XIX, as follows:

Section 1(c) The signatory parties mutually agree this 3rd day of September, 2020, to extend the existing Agreement effective January 1, 2021 for an additional ten

(10) years, through December 31, 2030, for Project work meeting conditions established in Article II, Section 1 (a) or (b) with a bid advertisement date or request for proposal advertisement date on or after January 1, 2021. The amended Agreement shall continue in effect until December 31, 2030, and thereafter with regard to any work covered by this Agreement commenced prior to that date but not executed to Final Completion prior to that date. The Agreement may be extended by mutual agreement of the City and the Unions, not to exceed ten (10) additional years, with twelve (12) month notice to the other party.

- 20.** The three (3) paragraphs under item (1) of Addendum No. 7 is hereby deleted in its entirety and replaced with the following:

It is understood that all Contractors awarded contracts or sub-contracts for a covered Project are legally obligated (pursuant to their commercial contracts relating to such covered work on a Project), to maximize the employment of qualified Impact Area Residents and Local Residents, with the goal that at least 30% of the total hours worked by covered employees on each Project shall be performed by Impact Area Residents or Local Residents. The qualifying zip codes for Impact Area Residents and Local Residents are listed in Addendum No. 8 – Craft Employee Request Form. Contractors shall develop a hiring plan for maximizing the employment of Impact Area Residents and Local Residents and maintain records of their compliance efforts. Those plans and records shall be made available to the Agreement Coordinator upon request. The Contractors and the signatory unions will make every good faith effort to request for referral and to refer, respectively, qualified individuals meeting the Impact Area Resident and Local Resident hiring residency qualifications.

In recognition of these obligations, the signatory unions, as the prime referral source, as well as the apprenticeship programs in which the signatory unions participate, shall cooperate and work with the contractors, LAWA, the City of Los Angeles, and the organizations designated by LAWA, to assist in the identification and training of Impact Area Residents and Local Residents for work and the referral of such persons to work opportunities arising under this Agreement.

The contractors and referral systems of the signatory unions will maintain records with regard to all requests for referral, referrals, and employment of both Impact Area Residents and Local Residents. Such records shall be available upon request to the Agreement Coordinator.

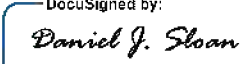
- 21.** The Parties agree that Addendum 9 is obsolete.

SIGNATURE PAGES

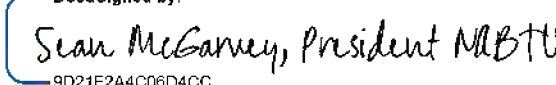
**2020 AMENDMENT OF THE LOS ANGELES WORLD AIRPORTS
PROJECT LABOR AGREEMENT**

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. Electronic signatures collected using a bona fide electronic signature collection system are to be deemed equivalent to original “wet ink” signatures under this Amendment.

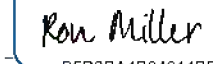
For the Agreement Coordinator:

By: 
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President, Parsons Constructors Inc.

For the Unions:

By: 
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President, North America's Building
Trades Union

By: 
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President, State Building and Construction
Trades Council of California

By: 
B5D3BA4B04614BE...
Executive Secretary, Los Angeles and
Orange County Building and Construction
Trades Council

Signatory Unions (signatures continue on the next pages)

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)

DocuSigned by:

Mike Patterson (Heat&Frost#5)

11195AC00CF44A...

Boilermakers (Local 92)

Luis Miramontes (Boilermakers#92)

DocuSigned by:

Luis Aldaco (BL#4)

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Bricklayers & Allied Craftworkers (Local 4)

Fitzgerald Jacobs (CementMasons#600)

DocuSigned by:

J. S. S. S. S.

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District Council of Laborers

Joel Barton (IBEW #11)

DocuSigned by:

Tony Garganiga (ElevatorConstructors#18)

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Elevator Constructors (Local 18)

DocuSigned by:

Ed Learn (Gunit#345)

Gunit Workers (Local 345)

DocuSigned by:

Vidal Zambrano (IronWorkers#416)

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Iron Workers (Reinforced – Local 416)

Keith Hankey (Ironworkers Local 433)

DocuSigned by:

J. S. S. S. S.

F996FD54911548E...

Laborers (Local 300)

Michael Dea (LIUNA#1184)

DocuSigned by:

Ron Sikorski (OperatingEngineers#12)

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Laborers (Local 1184)

David Sikorski

DocuSigned by:

Larry Davison

DocuSigned by:

Mark Bartlett

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Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Local 250)

Glenn Santa Cruz (UL#250)

DocuSigned by:

Ricardo Perez (UL#345)

8C144FFD8F5F484...

Pipe Trades (Local 345)

Jeremy Diaz (Plumbers#78)

8C900D25844148A...

Pipe Trades (Plumbers Local 78)

Greg Lewis (UL #761)

DocuSigned by:

Todd Golden (UL#709)

DocuSigned by:

Tom Castleman (Plasterers#200)

CAB4C75A192544C...

Plasterers (Local 200)

Jim Preciado (PlasterTenders#1414)

F2A90D9BA0D34E8...

Plaster Tenders (Local 1414)

Cliff Smith

DocuSigned by:

Luther Medina

C2652CEE45734FE...

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Caesar Bonas (Teamsters#986)

DocuSigned by:

Stephen Aranza

B68C6F62284F43D...

Teamsters (Local 986)

Southwest Regional Council of Carpenters

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LOS ANGELES INTERNATIONAL AIRPORT
CONSTRUCTION
PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement") is entered into this 19th day of November, 1999, by and between Parsons Constructors, Inc., its successors or assigns (hereinafter "PCI" or "Agreement Coordinator") and The Building and Construction Trades Department, AFL-CIO (hereinafter "BCTD"), on behalf of its affiliated International Unions, The Building and Construction Trades Council of California (hereinafter "California Council"), The Building and Construction Trades Council of Los Angeles-Orange County (hereinafter "Los Angeles Council"), and the signatory Craft Unions affiliated with The Building & Construction Trades Department AFL-CIO (all hereinafter, collectively called the "Union" or "Unions"), with respect to the construction work within the scope of this Agreement owned by The City of Los Angeles, Department of Airports, acting through the Board of Airport Commissioners (hereinafter, "City," "Department," or "Commission," as appropriate) for the renovation and improvement of the Los Angeles International Airport's ("LAX") Tom Bradley International Terminal (hereinafter, "TBIT"), and such other major construction projects and related construction work as the City determines is appropriate for coverage and which is commenced prior to December 31, 2010, collectively referred to herein as the "Project."

It is understood by the parties to this Agreement that if this Agreement is acceptable to the Commission, it will become the policy of the Commission that the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. Therefore, the Unions agree that other contractors may execute the Agreement for purposes of covering such work. PCI shall administer this Agreement and shall monitor the compliance with it by all contractors, who, together with their subcontractors, through their execution of this Agreement, the Letter of Assent, or other document binding them to this Agreement, shall become bound hereto. It is understood, however, that the current contractual arrangement between the City and PCI is of limited duration, not for the length of the Project, and that should a new Contract not be awarded to PCI, a new Agreement Coordinator will be designated by the City and such Agreement Coordinator will execute this Agreement and accept and undertake the obligations, responsibilities and authority of PCI for the implementation of this Agreement.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the Agreement Coordinator, if awarded construction work within the scope of this Agreement. Where specific reference to PCI (or its successor) alone is intended, the term "PCI" or "Agreement Coordinator" is used.

The Unions, the Agreement Coordinator and all signatory contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents complete understanding of the parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the Agreement Coordinator

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes a signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. This Agreement shall not apply to the work of any contractor which is performed at any location other than the project site as defined in this Agreement.

The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction.

ARTICLE I

PURPOSE

The initial phase of the Project, the renovation and improvement of TBIT, is a multi-year, over \$100 million dollar undertaking of the City. The goal of this Project is to provide added space to LAX's existing Tom Bradley International Terminal Facility, which provides more than 8.7 million international travelers with transportation services in and out of the Los Angeles area.

The TBIT construction will rehabilitate, renovate, and improve the existing terminal facility by "infilling" the central area to the west of the main terminal building. The Project includes improvement of airline and public lounge areas, baggage claim areas and devices, and administrative offices. The design changes to TBIT will provide approximately 285,000 net usable square feet of floor space, distributed over seven floor levels. Also included in the renovations is approximately 195,000 net square feet of the existing central terminal area.

Finally, the TBIT Project is the first of many major construction projects expected to be approved and built at the Airport during the next decade. These projects are critical to the continued value of the Airport for the domestic and international transportation of passengers and cargo without delay, and for the overall economic well-being of the greater Los Angeles and Southern California. Therefore, the timely and successful completion of the construction work covered by this Agreement is vital and it is essential that the construction be done in an efficient and economical manner in order to secure the optimum productivity and eliminate delay. The parties recognize that such work will take place in the middle of the

continuing operation of the Airport and that it is critical to minimize the inconvenience to the 62 million people who use the facilities annually. The parties acknowledge the vital economic role which the efficient and functioning of the Airport holds for the economy of California. They will endeavor to avoid interference with the ongoing operations of the Airport, completing the work within the scope of this Agreement without delay or unnecessary cost.

In recognition of these special needs of this Project and to maintain a spirit of harmony, labor management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise; and in recognition of such methods and procedures, the Unions agree not to engage in any strikes, slow downs or interruption of work and the Contractor agrees not to engage in any lock out.

ARTICLE II

SCOPE OF AGREEMENT

This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement" shall apply and is limited to all construction as generally described in Section 1 of this Article performed by those contractor(s) of whatever tier which have contracts awarded for such work, which may include the Agreement Coordinator, on or after the effective date of this Agreement, with regard to the construction, reconstruction, rehabilitation, or any other construction-related activities necessary to the development of Tom Bradley International Terminal and related facilities and such other major construction projects within the scope of this Agreement, all of which are hereinafter referred to as the "Project" and generally defined below.

Section 1. The Project is generally defined as and limited to:

(a) The renovation, rehabilitation and improvement of the Tom Bradley International Terminal Facility, in an approximately 285,000 square foot infill area of that terminal, and which will include the renovation of airline and public lounge areas, baggage claim facilities, and the Federal Inspection Service and Department administrative offices; and

(b) Such other major construction, rehabilitation, and renovation projects involving Airport-related facilities as are designated by the City to be covered by this Agreement.

It is understood by the parties that the City may at any time and at its sole discretion determine to build segments of the Project under this Agreement not currently proposed, or to modify or not to build any one or more of the particular segments proposed to be covered.

Section 2. Items specifically excluded from the scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the City, Department, or Commission.

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay-down or storage areas dedicated solely to Project work, delivery of material or goods between locations on the site, and all on-site transportation involving any batch plant erected on the site, are within the scope of this Agreement.

(d) All employees of the City, Department, Commission, Agreement Coordinator, and design team, or any other consultant of the City not performing manual labor with the scope of this Agreement.

(e) Any work performed on or near or leading to or into the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors; and/or by the City or its contractors (for work which is not part of the scope of this Agreement).

(f) Off-site maintenance of leased equipment and on-site supervision of such work.

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee.

(h) Non-construction support services contracted by the City, Agreement Coordinator, or Contractor in connection with this Project.

(i) Any work performed by tenants of the City or their contractors.

(j) All work by employees of the City or its contractors involving general maintenance, emergency repair, and/or cleaning work, except as specifically covered by this Agreement.

(k) Installation of speciality items which may be purchased by the City may be performed by employees employed under this Agreement with the participation of other

personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), or where required to protect a guarantee or warranty, may be performed by employees of the vendor or other companies where employees working under this Agreement lack the required necessary skills or cannot protect a guarantee or warranty offered by the vendor. These speciality items may include but are not limited to baggage handling and security systems.

(l) The City's controlled environmental and hazardous materials management program and integrated security system, unless such is included in new construction contracts let as part of projects covered by this Agreement.

Section 3(a). The City, the PCI, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project notwithstanding the existence or non-existence of any Agreements between such contractor and any union party provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement, should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all contractors and subcontractors, of whatever tier, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Agreement or the Letter of Assent, as set forth in Attachment 1 hereto, prior to the commencement of work. A copy of the Agreement or Letter of Assent executed by the Contractor shall be available for review by the Union.

Section 4(a). The provisions of this Project Labor Agreement (including the Schedule As, which are the local Collective Bargaining Agreements of the signatory unions having jurisdiction over the work on the Project (as may be changed from time-to-time consistent with Article XIX, Section 2) and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or National Agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

(b) Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by **Howard S. Block**, selected by the negotiating parties, under the procedures established in Article VII. It is understood that this Agreement, together with the referenced Schedule As constitute a self-contained, stand-alone agreement and by the virtue of having become bound to this Project Labor Agreement the Contractor will not be obligated to sign any other local, area or national Agreement as a condition of performing work within the scope of this Agreement.

Section 5. The Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 6. This Agreement shall be limited to the construction work within the scope of this Agreement for which bids have been received on and after the effective date of this Agreement, including, specifically, site preparation and related demolition work, and utilities and modifications or rehabilitation of existing facilities. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may be performed or contracted by the City for its own account on the property or in and around the construction site.

Section 7. It is understood that the liability of the Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or the PCI and/or any Contractor.

Section 8. None of the provisions of this Agreement shall be construed to prohibit or restrict the City or its employees from performing work not covered by this Agreement on or around the construction site. As areas of covered work are accepted by the City, the Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City to engage in repairs, modifications, check-out and/or warranty functions required by its contract(s) with the City.

Section 9. It is understood that the City, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the City may prohibit some or all work on certain days, for example, peak travel days in holiday periods, to accommodate LAX operational considerations; and/or require such other operational or scheduled changes as it may deem necessary to maintain efficient operations for the traveling public. In order to permit the Contractor and Union to make appropriate scheduling plans, the City will provide the Agreement Coordinator, the Contractor, and the Union with sufficient reasonable notice of any changes it is requiring pursuant to this Clause.

Section 10. The parties recognize that by virtue of the operation of the Airport, the City, its Contractors, and their employees are subject to regulations and directives issued by the Federal Aviation Administration and other federal and state agencies. Nothing in this Agreement is intended to compromise compliance by the City or any entity covered by this Agreement, with their obligations to the state and federal agencies and authorities with jurisdiction over their operations or those of the Airport. In the event a directive is received which conflicts with any provision of the Agreement, the directive shall take priority and the Agreement Coordinator and affected contractors and unions will be notified by the most expeditious means available.

ARTICLE III
UNION RECOGNITION AND EMPLOYMENT

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all employees working on the Project within the scope of this Agreement.

Section 2. The Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 11 and with Article IV, Section 3, below. The Contractor shall also have the right to reject any applicant referred by a local Union, subject to any show-up payment required by Article X, Section 8(a).

Section 3. For signatory unions now having a job referral system contained in Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations.

Section 4. In the event that local unions are unable to fill any requisitions for employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of any applicants hired from other sources.

Section 5. The local unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor. No Contractor shall knowingly hire an employee employed by a Contractor working under this Agreement, nor shall they induce an employee to change employers.

Section 6. The local unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally obligated. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project to meet the needs of this Project and the requirements of the industry generally. Toward that end, the unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory

local unions. All parties agree to fully cooperate in local hiring and training programs such as the "Workforce Development System."

Section 7. In the event that a signatory local union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the union equal opportunity to refer applicants, subject to the provision of Section 4 of this Article and in a non-discriminatory manner consistent with Section 3 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 8. Notwithstanding any other provision, in the event any Union either fails or is unable to refer qualified minority or female applicants in numbers equaling the City's or a Contractor's expected levels of participation, the Contractor may use employment sources other than the Union registration and referral systems if such use is necessary to meet affirmative action or equal employment opportunity obligations applicable to the City or Contractor by virtue of any federal, state, or local law, rule, ordinance, regulation or executive order, or judicial decision or decree.

Section 9. No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, on the Project; provided, however, that an employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under the Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project work to the extent, as required by law, of rendering payment of the applicable monthly working dues and all non-initiation or application fees uniformly required for union membership in the local union which is signatory to this Agreement.

Section 10. The parties recognize the City's commitment to provide opportunities to participate on the Project to minority, women, disadvantaged and other business enterprises as well as other enterprises which may not have previously had a relationship with the unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ their experienced "core" employees on this Project, the parties agree that in those situations where a Contractor not a party to the current collective bargaining agreement with the signatory union having jurisdiction over the affected work is a successful bidder, that Contractor may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who meet the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least 3,000 hours in the construction craft during the prior three (3) years.

(3) were on the Contractor's active payroll for at least 90 out of the 180 calendar days prior to the contract award;

(4) have the ability to perform safely the basic functions of the applicable trade.

The Union will refer to such Contractor one employee from the hiring hall out-of-work list for each affected trade or craft, and will then refer one of such Contractor's "core" employees and shall repeat the process as follows: one from the hiring hall and one "core" employee, until such contractor's requirements are met or until such contractor has hired ten (10) such "core" employees for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list. In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of core employees in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the Contractor under this Agreement.

Section 11. Except as provided in Article IV, Section 3, individual seniority should not be recognized or applied to employees working on the Project provided, however, that group and/or classification seniority in a Union Schedule A as of effective date of this Agreement shall be recognized for purposes of layoff.

Section 12. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractor.

ARTICLE IV

UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor and security and safety rules of the Project. It is understood that because of the geographical scope of the Project, and the type of work being undertaken on the Project site, visitors may be limited to certain times, or areas, or to being accompanied at all times while on the Project site; with this in mind, however, the Contractor recognizes the right of access set forth in this Section and such will not be unreasonably withheld from an authorized representative of the Union.

Section 2(a). Each signatory local union shall have the right to dispatch an experienced working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory

functions. There will be no non-working steward. Stewards will receive the regular rate of their respective crafts.

(b) In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

(c) When a Contractor has multiple, non-contiguous work locations on the site, the Contractor may request, and the union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases a steward may not service more than one work location without the approval of the contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 3. The Contractor agrees to notify the appropriate union twenty-four (24) hours prior to the layoff of a steward. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause and prohibited from entering or being on the job site, the appropriate union shall be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4. Personnel of the Department will be working in close proximity to the construction activities. The union agrees that the union representatives, stewards and individual workers will not interfere with such personnel, or with personnel employed by any other employer not a party to this Agreement.

ARTICLE V

MANAGEMENT'S RIGHTS

Section 1. The Contractor retains the full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including, but not limited to, the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint

working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

Section 2. There shall be no limitation or restriction by a signatory union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the City may be performed by employees employed under this Agreement with the participation of other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor or other companies where employees working under this Agreement lack the required skills.

Section 3. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the contractor and the union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE VI

WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule As, economic strikes, unfair labor practices strikes, safety strikes, sympathy strikes, and jurisdictional strikes) by the Union or employees working under this Agreement against any contractor covered under this Agreement or the Project, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the project construction site is a violation of this Article.

Disputes between the signatory unions and any tenant, concessionaire, renter, or other person or business carrying out its/their normal functions within the boundaries of the Project shall be so handled as not to interfere with the City's business or the work under the Agreement or the business of any other tenant, lessee, concessionaire, or business not a party to such disputes. No picketing or other concerted or disruptive activity against any one or more of the tenants, lessees, concessionaires, persons or businesses operating within the

boundaries of the Project shall be conducted at LAX or near or around the entrance(s) or exit(s) of LAX which adversely affects or disrupts the work under this Agreement, nor shall such activity by any organization not a party to this Agreement be recognized or observed by parties to this Agreement or their members and employees whom they represent.

Section 2. The Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible for rehire under this Agreement for a period of 180 calendar days. The Agreement Coordinator and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

Section 3(a). If the Contractor contends that any Union has violated this Article or the provisions of Article XVII, Section 3, it will notify in writing the International President(s) of the Local Union(s) involved, advising the International President of the fact, with copies of such notice to the Local Union(s) involved and the Building Trades Council. The International President or Presidents will immediately instruct, order and use the best efforts of their office to cause the Local Union or Unions to cease any violation of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Agreement Coordinator setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 4.

Section 4. Any party, including the City, which the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the Agreement Coordinator, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 1, above, or Section 3 of Article XIX is alleged:

(a) A party invoking this procedure shall notify **John Kagel**, selected by the negotiating parties, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, he/she shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Los Angeles Council and the BCTD if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail but will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after the notice has been dispatched to the International President(s) as required by Section 3, above.

(c) The arbitrator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, or of Section 3 of Article XIX, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 4(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a contractor) and to the representing Union (for an employee), by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the respondent party or parties.

Section 5. The Agreement Coordinator is a party in interest in all proceedings arising under this Article and Articles VII and VIII and shall be sent contemporaneous copies of all notifications required under these articles, and, at its option, may participate as a full party in any proceeding initiated under these articles.

Section 6. If the arbitrator determines in accordance with Section 3(d) above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work.

If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall pay the sum of ten thousand dollars (\$10,000) each as liquidated damages to the City, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the craft has not returned to work. Similarly, if the arbitrator determines in accordance with Section 3(d) above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all of the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent contractor does not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, the respondent contractor(s) shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to each affected Union (to be apportioned among the affected employees and the benefit funds upon which contributions are made on their behalf, as appropriate and designated by the arbitrator), and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter in which compliance by the respondent contractor(s) has not been completed. The arbitrator shall retain jurisdiction to determine compliance for this Section.

ARTICLE VII

DISPUTES AND GRIEVANCES

Section 1 (a). This Agreement is intended to provide close cooperation between management and labor. The Agreement Coordinator and the Los Angeles-Orange County Building and Construction Trades Council, AFL-CIO, shall each assign a representative to this Project for the purpose of assisting the BCTD, the International and Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

(b) PCI, the Contractors, Unions, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

(c) The Agreement Coordinator shall administer the processing of grievances under this Article, Articles VI and VIII, including the scheduling and arrangement of facilities for meetings, the selection of the arbitrator to hear the case, and any other administrative matters necessary to facilitate the timely disposition of the case; provided, however, it is the responsibility of the principal parties to any pending grievance to insure that time limits and deadlines are met.

Section 2. Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of

Article VI, Section 1) shall be considered a grievance and subject to resolution under the following procedures.

- i. **Step 1. Employee Grievances.** When any employee subject to the provisions of this Agreement feels aggrieved by a violation of this Agreement, the employee shall, through his Local Union business representative or job steward, within three (3) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the Agreement Coordinator within five (5) days after resolution has been reached.
- ii. **Union or Contractor Grievance.** Should the Local Union(s) or Agreement Coordinator or any Contractor have a dispute with the other party and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within three (3) working days, the dispute shall be reduced to writing and proceed to step 2 in the same manner as outlined in 1(a), above, for the adjustment of an employee complaint.

Step 2. The Business Manager of the involved Local Union or his Designee, together with the International Union representative of that union, the site representative of the involved Contractor, and the labor relations representative of the Agreement Coordinator shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

- iii. Step 3(a). If the grievance shall have been submitted but not resolved under Step 2, either party may request in writing to the Agreement Coordinator (with copy(ies) to the other party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from a permanent panel of three (3) arbitrators (**Howard S. Block, William Estes and Michael D. Rappaport**) pre-selected by the negotiating parties to this Agreement. If the panel has not been agreed upon by the parties, arbitrator selection shall be made pursuant to the rules of the American Arbitration Association, which shall also govern the conduct of the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 3. No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

Section 4. Procedures contained in this Article VII shall not be applicable to any alleged violation of Article VI, with the single exception that any employee discharged for violation of Article VI, Section 1, may resort to the procedures of Article VII to determine only if he/she was, in fact, engaged in that violation.

Section 5. The Agreement Coordinator shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at such steps.

ARTICLE VIII

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes between or among Building and Construction Trades Unions and employees, parties to this Agreement shall be settled and adjusted according to

the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions, parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Agreement Coordinator will be advised in advance of all such conferences and may participate if it wishes.

ARTICLE IX WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing federal or state rate determination. If a wage increase negotiated in a local agreement becomes the prevailing wage under state law, the Contractor will pay that rate as of the effective date of the new prevailing rate. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule As, except as otherwise provided in this Agreement.

Section 2. Contractor is to pay contributions to the established employee benefits funds in the amounts designated in the appropriate Schedule A and to make all employee-authorized deductions in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on this Project; and provided that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XVII, Section 2 of this Agreement, and provided that contributions do not exceed contribution amounts set forth in the applicable prevailing wage determination.

The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds for his employees. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor

Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

Section 3. All employees covered by this Agreement may be paid by check, paid no later than the end of the work each shift Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

Section 4. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skill shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE X

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

Section 1. Work Day and Work Week. Eight (8) hours per day between the hours of 6:00 A.M. and 5:30 P.M., plus one-half (½) hour unpaid for lunch, approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Monday and conclude on Sunday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday work schedule.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. The place of work shall be defined as the gang or tool box, or equipment at the employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 3. Overtime. Overtime shall be paid in accordance with the requirements of the applicable Prevailing Wage Determination. There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. There shall be no pyramiding of overtime pay under any circumstances.

Section 4(a). Shifts. Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided in the applicable Schedule A, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours

straight time pay, without any premium or differential. Any third shift shall consist of six and one half (6½) hours of continuous work exclusive of one-half (½) hour non-paid lunch period for eight (8) hours straight time pay, without any premium or differential.

The last shift starting on or before 6:00 P.M. Friday shall be considered Friday work time; while the first shift ending at or after 6:00 A.M. on Monday shall be considered Monday work time. The shift starting at or after 6:00 A.M. is designated as the first shift, with the second shift following.

(b) Because of operational necessities, the second and/or third shifts may, at the Agreement Coordinator's direction, be scheduled without the preceding shift(s) having been worked. It is recognized the Airport operations may require restructuring of normal work schedules. Except in an emergency, Contractor shall give the affected union(s) at least three (3) days notice of schedule changes.

Section 5. 4-10's. A 4-10 schedule may be worked on the project consistent with the provisions of the Schedule A(s) of the affected Union(s) and the California prevailing wage law.

Section 6. Make-Up Day. A make-up day may be scheduled in a manner consistent with the Schedule A(s) of the affected Union(s) in the California prevailing wage law.

Section 7. Holidays. Holidays shall be those recognized in Schedule "A".

Section 8(a). Reporting Pay. Employees reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the applicable hourly rate. Employees who are directed to start work shall receive a minimum of four (4) hours of pay at the applicable hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project site available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or their designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes in each to the Contractor.

(b) When an employee who is sent to the job site from the union referral facility in response to a request by the Contractor for an employee for one (1) day starts work, the employee will be paid eight (8) hours.

(c) When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XI, Section 3, the employee shall be paid only for the actual time worked.

Section 9. Call Out Pay. When an employee has completed his scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, he shall

receive pay at the appropriate overtime rate for actual hours worked with a minimum guarantee of the wage equivalent of four (4) hours' pay at the employee's straight time rate. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

Section 10. Time Keeping. The Contractor may utilize "brassing" (or similar) systems to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 11. Meal Period. The Contractor will schedule a meal period not more than one-half hour duration at the work location approximately midway into the scheduled work shift, consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated in a manner established in the applicable Schedule A.

ARTICLE XI **APPRENTICES**

Section 1. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the special need and obligation to capitalize on the availability of the local workforce in the Los Angeles area, especially minorities and women entering the construction industry. To these ends, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Further, the parties will facilitate and encourage local residents, minorities and women to commence and progress in apprenticeship programs in the construction industry.

Section 2. Apprentices may comprise up to twenty (20) percent of each craft's work force at any time, unless an applicable Schedule A provides for a greater percentage. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance with the applicable provision(s) of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization. If the Schedule A and prevailing wage determination permit, other non-journeyman classifications may be utilized at the Contractor's discretion as part of the twenty (20) percent ratio, or other applicable ratio.

Section 3. It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the general benefit of the residents of Los Angeles.

ARTICLE XII
SECURITY, SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1(a). In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the City, the Agreement Coordinator and/or the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

(b) Employees shall be bound by the reasonable safety, security and visitor rules established by the Contractor, the Agreement Coordinator and/or the City. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

(c) The Agreement Coordinator may establish and implement, after consultation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random, and post-accident testing, to the extent permitted by Federal and state law.

Section 2. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

Section 3. All parties recognize the special security provisions required and mandated by construction work on a major airport, and all parties to the Agreement and all employees under the Agreement will fully comply with all federal, state and city required security rules.

Section 4. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their basic hourly rate of pay.

Section 5. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

Section 6. Should the City institute an Owner Controlled Insurance Program (OCIP), and further, as part of that Program, request that medical care delivery and/or ADR programs be instituted under this Agreement pursuant to Section 3201.5 of the Labor Code, the Council parties to this Agreement will meet with the Agreement Coordinator and negotiate in good

faith the appropriate concepts for such provisions and develop for approval by all parties the details of such program for implementation on the project.

ARTICLE XIII **NON-DISCRIMINATION**

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, sex, creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition, marital status, ancestry, or sexual orientation in any manner prohibited by law or regulation. The Union shall cooperate with the Contractors' obligations to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to such status. Relevant employment actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved contractor for consideration and resolution.

Section 2. It is recognized that the City and federal governments have certain policies and commitments for the utilization of business enterprises owned and/or controlled by minorities, women, the disadvantaged or others. The parties shall jointly endeavor to assure that these commitments are fully met and that any provisions of this Agreement which may appear to interfere with any minority, women, disadvantaged or other owned business enterprise successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the parties, to assure full compliance with the spirit and letter of the governments' policies and commitments in all applicable federal, state and local rules and regulations relating to employment and utilization of said business enterprises. City's policies and commitments and all applicable Federal, state and local rules and regulations relating to employment and utilization of minorities and minority and/or women owned businesses.

ARTICLE XIV **TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowance and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement except to the extent provided for in any applicable prevailing wage determination.

Section 1. The parties recognize that the Project site is an active International Airport facility, subject to significant traffic and security restrictions. Under these circumstances, it may be impossible for employees to travel independently to their place or work. Therefore, where travelers restricted to transportation supplied by the City or the Contractor, or must be escorted, parking facilities for employees' personal vehicles shall be provided at designated

location(s) for pick-up by the City or Contractor provided transportation or for escort to the work site. Transportation and/or escorted ingress shall be scheduled to permit employees to be at their place of work at the scheduled starting time. Employees arriving at their work location after their normal starting time as the result of any delay in the scheduled arrival of Contractor-furnished transportation shall be compensated from their normal starting time at the appropriate rate.

Section 2. Where employees are required to travel by City or Contractor provided transportation, they shall be compensated with an allowance equal to an amount calculated at their straight time rate of pay for the time spent in transit from the work site to the designated pick-up location at the end of their shift. Time spent in travel to or from the work site shall not constitute time worked.

ARTICLE XV WORKING CONDITIONS

Section 1. There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

Section 2. The City and/or the Agreement Coordinator shall establish such reasonable Project rules as the City or Agreement Coordinator deems appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employer may be grounds for discipline, including discharge.

Section 3. There shall be no restrictions on the emergency use of any tools by any qualified employee or supervisor; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or the equipment involved and is in compliance with applicable governmental rules and regulations.

Section 4. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be restricted to certain roads and/or parking areas.

Section 5. Unless expressly permitted otherwise by the City, all employees working for Contractors signatory to this Agreement are prohibited from utilization of the public areas of LAX, and public facilities of the City, including without limitation, sanitary facilities, eating establishments and parking areas.

Section 6. Certain rules of conduct and security have been established by city, state, and federal governmental agencies which are applicable to all employees under the Agreement and which may change from time to time. Employees will be notified of such rules and must

observe rules at all times. Failure to do so may result in discipline up to and including discharge.

ARTICLE XVI

PRE-JOB CONFERENCES

Consistent with Article VIII, Section 4, all work assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Agreement Coordinator at least two weeks before starting work under this Agreement, and the Agreement Coordinator shall coordinate the scheduling of the pre-job conference with the Los Angeles Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article VIII, the Agreement Coordinator shall be notified promptly.

ARTICLE XVII

LABOR/MANAGEMENT COOPERATION

Section 1. The parties to this Agreement will form a joint committee consisting of representatives selected by the BCTD, the Councils, the Crafts, and PCI. The Committee shall be chaired by a representative of PCI and a representative of the Los Angeles Council. The purpose of the Committee shall be to promote harmonious and stable labor-management relations on this Project, to insure effective and constructive communications between labor and management parties, and to advance the proficiency of the workmen in the industry.

Section 2. The Committee shall meet on a monthly basis or at the call of the joint chairs to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles VI, VII and/or VIII shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Agreement Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meeting with input from the Unions, the Contractors and the City. Notice of the date, time and place of the meeting shall be given to the Committee members at least three (3) days prior to the meeting. The City, the Building and Construction Trades Department, AFL-CIO, and the Building and Construction Trades Council of California shall be notified of the meetings and invited to send a representative to participate.

Section 3. The Committee may form sub-committees to consider and advise the full Committee with regard to safety and health issues affecting the Project; general employment issues (including availability of skilled trades and of minority, women, disadvantaged or other individuals who should be assisted with appropriate training for qualification for apprenticeship programs); and similar issues affecting the overall Project, including any

workers compensation program initiated under this Agreement. Further, the Committee, or an appropriate sub-committee, shall regularly review apprentice utilization and provide a quarterly report regarding such to the Commission.

ARTICLE XVIII

SAVINGS AND SEPARABILITY

Section 1. It is not the intention of either the Contractor of the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreements are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by the court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements or any applicable law and the intent of the parties hereto.

Section 2. The parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

Section 3. The occurrence of events covered by Section 1 and/or 2 above shall not be construed to waive the prohibitions of Article VI.

ARTICLE XIX

DURATION OF THE AGREEMENT

Section 1. Duration. This Project Labor Agreement shall be effective on November 19, 1999, and shall continue in effect until December 31, 2010, and thereafter with regard to any work covered by this Agreement commenced prior to December 31, 2010, but not turned over prior to that date. The Agreement may be extended by mutual agreement of the City and the Unions, for a period not to exceed ten (10) additional years. If either wishes to extend the Agreement they shall notify the other twelve (12) months prior to December 31, 2010.

Section 2(a). Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the City by the Contractor and the City has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested

and/or approved by the Agreement Coordinator and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Agreement Coordinator or City to engage in repairs or modifications required by its contract(s) with the City or Agreement Coordinator.

(b) Notice. Notice of each final acceptance received by the Contractor will be provided to the Union with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to Article II, Section 8, involving otherwise turned-over or completed facilities which have been accepted by the City, will be available from the Agreement Coordinator.

(c) Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a notice from the Agreement Coordinator or City saying that no work remains within the scope of the is Agreement for the Agreement Coordinator or its successor.

Section 3. Schedule As incorporated as part of this Project Agreement shall continue in full force and effect until the contractor and/or union parties to the Collective Bargaining Agreements which are the basis for such Schedule As notify the Agreement Coordinator of mutually agreed upon changes in such Agreements and their effective date(s).

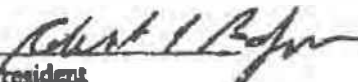
The parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the contractor under the Agreement than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the Schedule A shall be resolved under the procedures established in Article VII. As part of this understanding, the Contractor agrees and consents to pay the increased wages and increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the unions during the work performed on the Project at such time as the increases are incorporated into the applicable prevailing rate determination, as of the effective date of such prevailing rate determination.

~~Section 4.~~ The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing slowdowns, or any other disruptive activity affecting the Project by any union involved in the negotiation of such local collective bargaining agreements and the resulting Schedule As, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations.

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:
For the Agreement Coordinator: For the Union:


President
Parsons Constructors Inc.


President
Building and Construction
Trades Department, AFL-CIO


President
Building and Construction
Trades Council of California


Los Angeles-Orange County
Building and Construction Trades Council

International Unions

INTERNATIONAL ASSOCIATION
OF HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS:

William Edwards

Affiliated District Councils
and/or Local Unions

Asbestos Workers Local 5

By: Charles Montgomery

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS:

W. J. Jones

Boilermakers Local 92

By: Edward J. Murphy

INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED
CRAFTWORKERS:

John J. Flynn

BRICKLAYERS LOCAL #4
By: Joe C. C.

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF
AMERICA:

Raymond E. Green

SOUTHERN CALIFORNIA CONFEDERATE
OF CARPENTERS

By: Gordon F. Shuler

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS:

J. J. Barry

I. B. E. W #11
By: L. O. Langford

INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS

Edward C. Sullivan

I. U. E. C LOCAL #18
By: Samuel Brown

INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS:

John Wood

Local 416 + Local 433
By: Joe Hard
General Organizer

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA:

James M. O'Sullivan

Labors' Local 300
By: Stephen Hanwin

INTERNATIONAL UNION OF
OPERATING ENGINEERS:

James H. Horney

OPERATING ENGINEERS' LOCAL #12

By: Steve Bell

OPERATIVE PLASTERERS' AND
CEMENT MASONS' INTERNATIONAL
ASSOCIATION OF THE UNITED STATES
AND CANADA:

John J. Dougherty

Plasterers' Local 200

B. J. Ryan

Cement Masons Local 600

By: W. J. J. J. J.

INTERNATIONAL BROTHERHOOD OF
PAINTERS AND ALLIED TRADES:

Michael E. Moore

PAINTER + ALLIED TRADES J.C. #36

By: John P. Senior

UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS:

Earl J. Bruce

Earl J. Bruce

By: LU #36 Roofers

SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION:

Michael J. Sullivan

LOCAL UNION 108

By: Roy A. Fitzgerald

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS:

James P. Hoffa

Teamsters Local 420

By: James Hoffa

UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING
AND PIPE FITTING INDUSTRY OF THE
UNITED STATES AND CANADA:

Charles J. Maddaloni

Lb Jones

By: LU 250

LU 761
By: Steve Reed

U. A LOCAL 709
By: William R. Jones

U. A. LOCAL 345
By: Don Walker

ATTACHMENT 1

LETTER OF ASSENT

[To be Signed by All Contractors Undertaking **Work Covered**
By the Project Labor Agreement Prior to Commencing Work]

(Contractor Letterhead)

Agreement Coordinator
c/o Parsons Constructors Inc.
100 West Walnut Street
Pasadena, California 91124
Attn: Zavonna Ford

Re: Los Angeles International Airport Project
Labor Agreement – Letter of Assent

Dear Sir:

This is to confirm that (Name of Company) agrees to be a party to and bound by the Los Angeles International Airport Project Labor Agreement (the “Agreement”) as entered into by and between Parsons Constructors Inc., its successors or assignees, and the Building and Construction Trades Department, AFL-CIO and other Building and Construction Trades Councils and signatory unions, dated November 19, 1999, as such agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms.

Such obligation to be a party to and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the (Project Name) Project, and this Company shall require all its subcontractors, or whatever tier, to be similarly bound for all their work within the Scope of the Agreement by signing an identical Letter of Assent.

Sincerely,

(Name of Construction Company)

By:

(Name of Title of Authorized Executive)

Cc: City of Los Angeles, Department of Airports

(Copies of this Letter will be available for inspection or copying on request of the Union).

ADDENDUM 1

The parties to the Los Angeles International Airport Construction Project Labor Agreement (the "Agreement"), effective November 19, 1999, together with the Building and Construction Trades Council of San Bernardino and Riverside Counties and its affiliated unions, having fully considered the terms and conditions of the Agreement, mutually agree that the benefits, rights, duties, and obligations established by that Agreement should be fully available for and applicable to major construction work which may be undertaken in the future at other airports under the control and direction of the City of Los Angeles Department of Airports, acting through the Board of Airport Commissioners; and

Now, therefore, with the signatures of the duly authorized representatives of the Agreement Coordinator and of the Department and its affiliated International Unions, the Councils, and affiliated Local Unions, respectively, the above-referenced Project Labor Agreement is hereby amended as follows:

1. The Agreement shall be known as the "Los Angeles Department of Airports Construction Project Labor Agreement";

2. Article II, Section 1 is revised to read as follows:

Section 1. The Project is generally defined as, and limited to:

(a) The renovation, rehabilitation and improvement of the Tom Bradley International Terminal Facility, Los Angeles International Airport, in an approximately 285,000 square foot infill area of that Terminal, and which will include the renovation of airline and public lounge area, baggage claim

facilities, and the Federal Inspection Service and Department administrative offices; and

(b) Such other major construction, rehabilitation, and renovation projects involving airport-related facilities at Los Angeles International Airport (LAX), Van Nuys Airport, Palmdale Airport, and/or Ontario Airport, as are designated by the City to be covered by this Agreement.

It is understood by the parties that the City may at any time and at its sole discretion determine to build segments of the Project under this Agreement not currently proposed, or to modify or not build any one or more of the particular segments proposed to be covered;

3. Article XIV, Section 1 is revised by deleting the word "International" from the first sentence.

4. All references in the Agreement to LAX shall refer to all Airports covered under this Agreement at which work covered within the scope of this Agreement is being performed.

5. All references in the Agreement to the Building and Construction Trades Council of Los Angeles-Orange County or the Los Angeles-Orange County Building and Construction Trades Council, AFL-CIO or the Los Angeles Council shall include and refer to both the Los Angeles/Orange Counties Council and the San Bernardino and Riverside Counties Council.

6. Further, the undersigned understand that Parsons Constructors Inc. has not been, and may or may not be, awarded the contract to administer the Agreement upon its

implementation, and therefore agree that, as appropriate, references to "PCI" shall be considered as references to the then current "Agreement Coordinator."

7. Finally, the undersigned agree to replace Attachment 1 (Letter of Assent) to the Agreement, with Attachment 1 (Letter of Assent) attached hereto.


It is agreed that there are no further changes to the remainder of the Agreement.


Effective the 1st day of May, 2000.

For the ~~Agreement~~ Coordinator:


President
Parsons Constructors Inc.

For the Union:


President
Building and Construction
Trades Department, AFL-CIO


President
Building and Construction
Trades Council of California

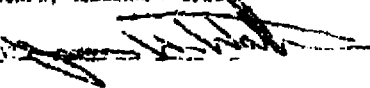

Los Angeles-Orange County
Building and Construction Trades Council


San Bernardino and Riverside
Counties Building and
Construction Trades Council

A Dept. of Airports Construction Project Labor Agreement - Addendum 1 - Signatures (cont'd)

Local Unions Affiliated with the San Bernardino
and Riverside Building and Construction Trades Council

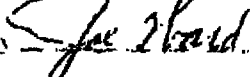
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By: 

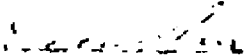
Local 4, ICBAC

By: 

Iron Workers, Local #416

By: 

Laborers, Local #453

By: 

Operating Engineers, Local #12

By: 

By: 

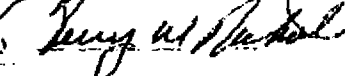
By: 

By: 

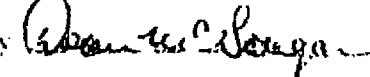
Southern California Painters
District Council 36

By: 

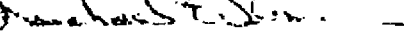
SAFWA, Local #101

By: 

Local #398

By: 

Local #398

By: 

Boilermakers, Local 92

By: 

Local #27, IBEW

By: 

Iron Workers, Local #433

By: 

Plasterers, Local #200

By: 

Cement Makers, Local #500

By: 

Glassworkers, Local Union 631

By: 

Local #1247, Floor Covering

By: 

Local #220, Roofers

By: 

Teamsters, Local #166

By: 

Tile, Marble & Terrazzo #18

By: 

LA Dept. of Airport Construction Project Labor Agreement - Addendum 1 - Signatures (cont'd).

Local Unions Affiliated with the San Bernardino
and Riverside Building and Construction Trades Council

U. A. Local 250

By: *Edward Barnes* *S.M.*

Piledrivers, Local #2375

By: *[Signature]*

U. A. Local 345

By: *Ben Perez*

Millwrights, Local #1607

By: *[Signature]*

ADDENDUM 2
(Superseded by Item 8 of the 2020 Amendment)

1800 M Street, N.W.
Washington, D.C. 20036-5869
202-467-7000
Fax: 202-467-7176

**Morgan, Lewis
& Bockius LLP**
C O U N S E L O R S A T L A W

E. Carl Uehlein, Jr.
(202) 467-7076

REVISED

April 16, 2001

Howard S. Block, Esq.
Wellington Plaza
505 East First Street, Suite G
Tustin, California 92680-3305

R. Wayne Estes, Esq.
220 Verde Vista Drive
Thousand Oaks, California 91360

John Kagel, Esq.
Kagel & Kagel
544 Market Street
San Francisco, California 94104

Michael Rappaport, Esq.
15445 Ventura Boulevard
Suite 84
Sherman Oaks, California 91403

Re: Los Angeles International Airport Project
Labor Agreement - Permanent Arbitrators

Gentlemen:

Enclosed for your information is a copy of the Project Labor Agreement negotiated between Parsons Constructors Inc. and the Building and Construction Trades Department, AFL-CIO, the Building and Construction Trades Council of California, the Los Angeles/Orange Counties Building and Construction Trades Council, the San Bernardino/Riverside Counties Building and Construction Trades Council, and the Southern California District Council of Carpenters for work to be undertaken at Los Angeles International Airport. This is expected to be a multi-year, multi-billion dollar construction program. It is critical to all parties and to the citizens of Greater Los Angeles that any and all differences, disputes, and grievances be resolved peacefully under the procedures established by the Agreement. To help meet this goal, the parties have agreed to request your services as permanent arbitrators.

You will recognize the enclosed as similar in many ways to the Agreements negotiated on behalf of The Metropolitan Water District of Southern California, under which each of you already serves as a permanent arbitrator. It is the desire of the parties that each of you fill the same roles under the LAX Agreement; specifically, for disputes arising under Article II, Section 4(b) and as a member of the Panel from which an arbitrator is selected for disputes arising under Article VIII, Howard S. Block; for disputes arising under Article VI, John Kagel; and as additional members of the Panel under Article VIII, William Estes and Michael D. Rappaport. We hope you will agree to serve.

T-100:1500000.1

Philadelphia	Washington	New York	Los Angeles	Miami	Harrisburg	Pittsburgh	Princeton
	London	Brussels	Frankfurt	Tokyo	Singapore	Jakarta	

April 16, 2001
Page 2

If you are willing to be so designated, I would appreciate it if you would advise me, as representative of the Project Administrator and the Owner, and Richard Slawson, Executive Director of the Los Angeles Council, as the designated representative of the union parties. When replying, please indicate your address for purposes of regular mail and overnight delivery, as well as preferred telephone number and facsimile numbers for contacting you quickly.

Thank you for your cooperation and your willingness to serve on this important Project.

Should you have any questions with regard to this matter, I would welcome the opportunity to discuss them with you.

With best personal regards.

Sincerely,



E. Carl Uehlein, Jr.

ECUjr/cg

Enclosure

cc: Richard Slawson (w/o enclosure)
Executive Secretary
Los Angeles/Orange Counties Building and
Construction Trades Council, AFL-CIO
1626 Beverly Blvd.
Los Angeles, California 90026-5784

Building and Construction Trades Department, AFL-CIO (w/o enclosure)
Building and Construction Trades Council of California (w/o enclosure)
Building and Construction Trades Council of San Bernardino
and Riverside Counties (w/o enclosure)
Southern California District County of Carpenters (w/o enclosure)
Los Angeles International Airport (w/o enclosure)
Parsons Constructors Inc. (w/o enclosure)

ADDENDUM 3
(Superseded by Item 8 of the 2020 Amendment)

MEMORANDUM OF UNDERSTANDING
between

PARSONS CONSTRUCTORS INC.,
LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL AFL-CIO,
SAN BERNARDINO AND RIVERSIDE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL, and
SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

RE: Los Angeles World Airports Project Labor Agreement
Article II, Section 4(b) and Article VII, Section 2(iii)
Updated List of Available Arbitrators

It is hereby agreed between the following parties that Louis Zigman will replace Howard Block as the arbitrator under Article II Section 4(b) due to Mr. Block's retirement. In addition, the permanent panel of three arbitrators listed in Article VII, Section 2(iii) has been updated. The parties agree that Joseph Gentile, Louis Zigman and Michael Rappaport are designated as the permanent panel of three arbitrators.



Daniel Sloan, Director of Labor Relations & General Manager
Parsons Constructors Inc.
LAWA PLA Agreement Coordinator

2-18-16
Date



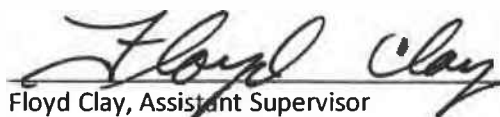
Ron Miller, Executive Secretary
Los Angeles and Orange Counties
Building & Construction Trades Council AFL-CIO

12-21-15
Date



William Perez, Executive Secretary
San Bernardino and Riverside Counties
Building & Construction Trades Council AFL-CIO

1/26/16
Date



Floyd Clay, Assistant Supervisor
Southwest Regional Council of Carpenters

12-21-15
Date

ADDENDUM 4

PARSONS

Parsons Constructors Inc.
100 West Walnut Street • Pasadena, California 91124 • (626) 440-3000 • Fax: (626) 440-2516

December 14, 1999

Mr. Richard Slawson
Executive Secretary
Los Angeles/Orange Counties Building
and Construction Trades Council, AFL-CIO
1626 Beverly Boulevard
Los Angeles, California 90026-5784

Re: Los Angeles International Airport – Project Labor Agreement -
Redi-Mix Concrete, Sand and Gravel, and Aggregate Delivery

Dear Dick:

In our negotiations for the captioned Project Labor Agreement, the Teamsters raised concerns about the coverage of the above-referenced work under the Agreement. After discussions and consultation with counsel, the parties recognized and agreed that the limitations of Federal Labor Law do not permit the inclusion of such deliveries under the terms of the Project Labor Agreement because they do not typically constitute work to be performed at the site of the construction within the meaning of the National Labor Relations Act.

Under these circumstances, and recognizing the importance of labor stability for the work covered by this Agreement, the Department of Airports has agreed that it will advise and remind contractors working under the Agreement of the importance of maintaining labor peace and harmony on the Project. These contractors will be encouraged to consider the potential effect on such labor stability when contracting for delivery of redi-mix, sand and gravel, and aggregate.

Should the suppliers or contractors not act in a manner consistent with the spirit and intent of this letter and the Agreement, the Department will take action appropriate to the situation and its legal rights.

Sincerely,



Michael W. D'Antuono
President
Parsons Constructors Inc.
Agreement Coordinator for the Department of Airports

cc: City of Los Angeles, Department of Airports



ADDENDUM 5

PARSONS

Parsons Constructors Inc.
100 West Walnut Street • Pasadena, California 91124 • (826) 440-3000 • Fax: (826) 440-2518

December 9, 1999

VIA FACSIMILE

Mr. Edward C. Sullivan
General President
International Union of Elevator Constructors
Clark Building, #310
5565 Sterrett Place
Columbia, Maryland 21044

Mr. Ernie Brown
Business Manager
International Union of Elevator
Constructors, Local 18
100 South Mentor Avenue
Pasadena, California 91106

Re: Los Angeles International Airport Project Labor Agreement

Gentlemen:

Consistent with our discussion as part of the negotiations for the above-referenced Agreement, it is understood and agreed that the International Union of Elevator Constructors and its Local 18 will execute the Project Labor Agreement. In consideration thereof, Parsons Constructors Inc. and the Unions specifically agree that where there is a conflict, the terms and conditions of the Project Labor Agreement shall supersede and override the terms and conditions of any and all other national, area or local collective bargaining agreements, except that the work of the International Union of Elevator Constructors within the scope of this Project Labor Agreement shall be performed under the terms of its national agreements, with the exception of Articles VI, VII and VIII, which shall apply to such work; and with the further understanding that work within the scope of the Agreement will be awarded consistent with the terms of the Project Labor Agreement provided that the successful contractor (and subcontractors of whatever tier) agree to execute the Letter of Assent (Attachment A) to the Agreement; and finally with the understanding that all employees working within the scope of the Agreement and within the craft jurisdiction of the International Union of Elevator Constructors shall be referred and/or employed in a manner consistent with Article III of the Project Labor Agreement.



Edward C. Sullivan
Ernie Brown
December 9, 1999
Page 2

If you are in agreement with the above understandings, we would appreciate your execution of a copy of this letter and returning the executed copy to the undersigned.

Thank you for your cooperation in this manner. The City of Los Angeles, its Department of Airports, and Parsons Constructors Inc. look forward to working with the International Union of Elevator Constructors under this Agreement.


Sincerely,



Michael W. D'Antuono
President
Parsons Constructors Inc.

cc: Los Angeles International Airport
E. Carl Uehlin, Jr., Esq.
Special Counsel for Parsons Constructors Inc. and
Los Angeles International Airport

Agreed: 
President
International Union of Elevator Constructors

Agreed: 
Business Manager, Local 18
International Union of Elevator Constructors

ADDENDUM 6

AMENDMENT OF THE LOS ANGELES WORLD AIRPORTS PROJECT LABOR AGREEMENT

The Parties agree that Section 1 of Article XIX of the Project Labor Agreement is hereby amended as follows:

Section 1(a). Duration. The Project Labor Agreement shall be effective on November 19, 1999, and shall continue in effect until December 31, 2010, and thereafter with regard to any work covered by this Agreement commenced prior to December 31, 2010, but not turned over prior to that date. The Agreement may be extended by mutual agreement of the City and the Unions, for a period not to exceed ten (10) additional years. If either wishes to extend the Agreement they shall notify the other twelve (12) months prior to December 31, 2010.

Section 1(b) The signatory parties mutually agree this 3rd day of December, 2010, to extend the existing Agreement effective January 1, 2011, for an additional ten (10) years, through December 31, 2020. This Agreement shall apply to all Project designated construction work awarded through December 31, 2020, for work meeting conditions established in Article II, Section 1(a)(b), and shall continue in effect until December 31, 2020, and thereafter with regard to any work covered by this Agreement commenced prior to December 31, 2020, but not turned over prior to that date. The Agreement may be extended by mutual agreement of the City and the Unions with twelve (12) months notice to the other party.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. Facsimile signatures are to be deemed equivalent to original "wet ink" signatures under this Amendment.

For the Agreement Coordinator:

By: Mark A. Johnson
Vice-President
Parsons Constructors, Inc.

By: Gary D. [Signature]
Program Manager / Regional Manager
Labor Relations
Parsons Constructors, Inc.

For the Unions:

By: Mark H. Lyson
President
Building and Construction
Trades Department, AFL-CIO

By: _____
President
Building and Construction
Trades Council of California, AFL-CIO

By: Orlando D. [Signature]
Los Angeles and Orange County
Building and Construction Trades Council

By: William J. [Signature]
San Bernardino and Riverside County
Building and Construction Trades Council

Signatory Unions (signatures continue on next page)

International Unions

INTERNATIONAL ASSOCIATION OF HEAT AND
FROST INSULATORS AND ABSESTOS WORKERS:

James A. Bryan

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS:

Joseph J. Hunt

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS:

Newman B. Jones

LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA:

James M. O'Sullivan

INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTWORKERS:

John J. Flynn

INTERNATIONAL UNION OF OPERATING
ENGINEERS:

Lyndon J. Prueitt

UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA:

Wayne H. Brown

OPERATIVE PLASTERERS' AND CEMENT
MASONS' INTERNATIONAL ASSOCIATION OF
THE UNITED STATES AND CANADA:

Charles R. Dwyer

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS:

Edwin D. Hines

INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES:

James A. Williams

INTERNATIONAL UNION OF ELEVATOR
CONSTRUCTORS:

John C. Bryan

UNITED UNION OF ROOFERS, WATERPROOFERS
AND ALLIED WORKERS:

Ray M. Kline

International Unions

SHEET METAL WORKERS INTERNATIONAL
ASSOCIATION:

Michael J. Sullivan

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS:

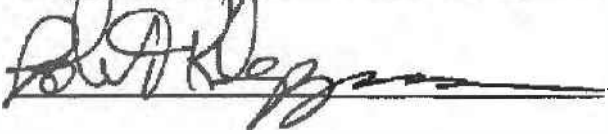
James P. Nogga

UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES AND
CANADA:

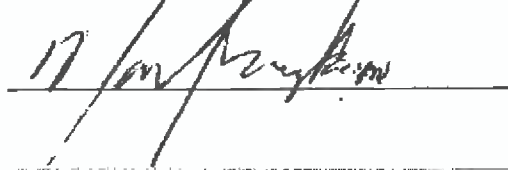
William P. Hite

Los Angeles / Orange Counties Building and Construction Trades

ASBESTOS HEAT & FROST INSULATORS LOCAL 5



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (IBEW) LOCAL 11



BOILERMAKERS LOCAL 92



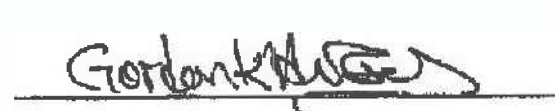
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BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL 4



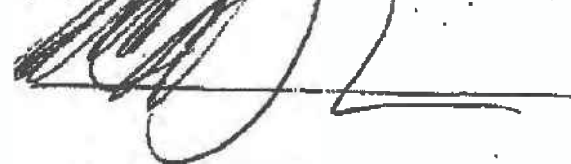
MILLWRIGHTS & ERECTORS LOCAL 1607



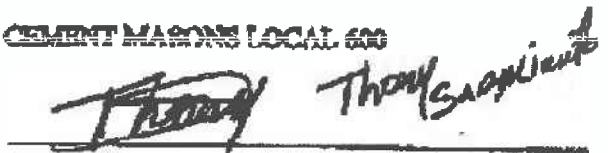
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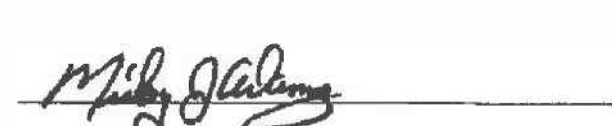
OPERATING ENGINEERS LOCAL 12



CEMENT MASONS LOCAL 600

 ~~Thom~~ Thony Sapient

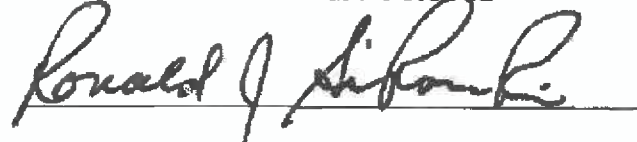
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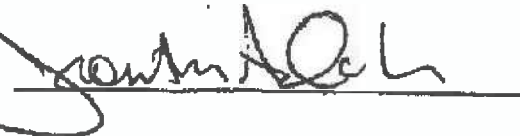
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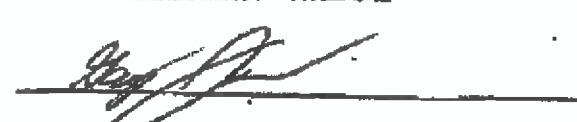
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GLAZIERS LOCAL 636

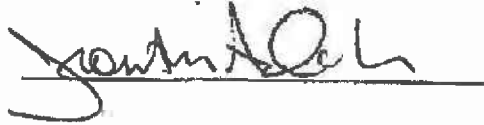


GUNITE WORKERS LOCAL 345

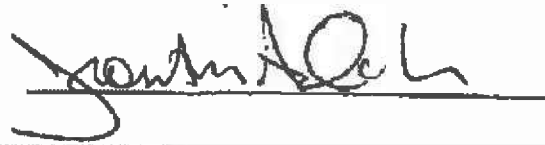


Los Angeles / Orange Counties Building and Construction Trades

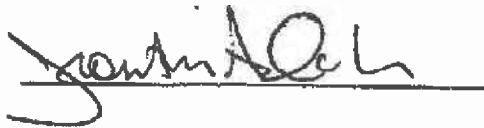
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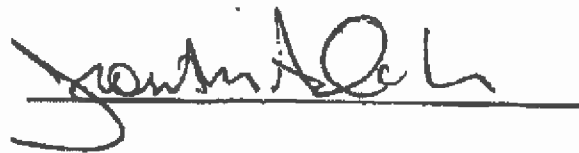
PAINTERS & ALLIED TRADES DISTRICT COUNCIL
36



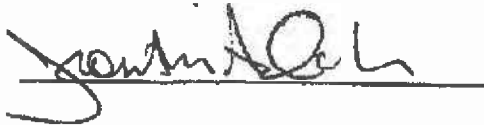
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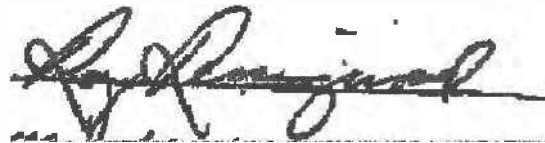
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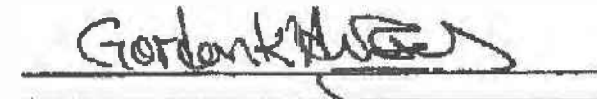
PAINTERS LOCAL 1991



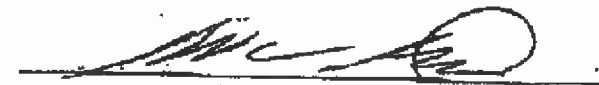
SHEET METAL WORKERS LOCAL 105



PILE DRIVERS LOCAL 2375



SO CAL PIPE TRADES DISTRICT COUNCIL #16



PLASTERERS LOCAL 200



STRUCTURAL IRONWORKERS LOCAL 433



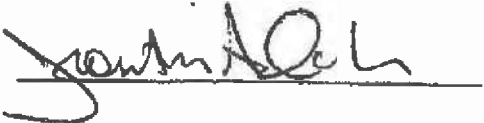
REINFORCED IRONWORKERS LOCAL 416



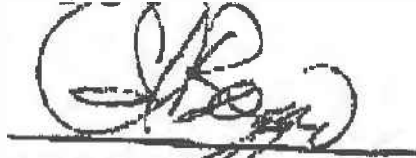
TEAMSTERS LOCAL 986



RESILIENT FLOOR & DECORATIVE COVERING
LOCAL 1247



TILE, MARBLE & TERRAZO LAYERS LOCAL 18



Los Angeles / Orange Counties Building and Construction Trades

U.A. PIPE FITTERS LOCAL 350

Manuel S. Arquez

U.A. LANDSCAPE, IRRIGATION, UNDERGROUND
& SPECIALITY PIPING LOCAL 345

[Signature]

ROOFERS & WATERPROOFERS LOCAL 36

Joe C. Padua

U.A. PLUMBERS & STEAMFITTERS LOCAL 398

Ray E. LeVangie Jr.

U.A. PLUMBERS & FITTERS LOCAL 761

[Signature]

U.A. SPRINKLER FITTERS LOCAL 709

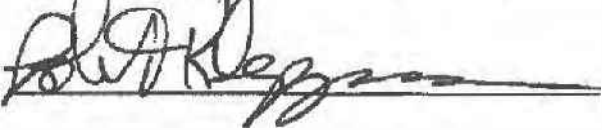
Michael P. [Signature]

SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS

Gordon K. [Signature]

Riverside / San Bernardino Counties Building and Construction Trades

ASBESTOS HEAT & FROST INSULATORS LOCAL 5



PLASTERERS LOCAL 200



BOILERMAKERS LOCAL 92



REINFORCED IRONWORKERS LOCAL 416



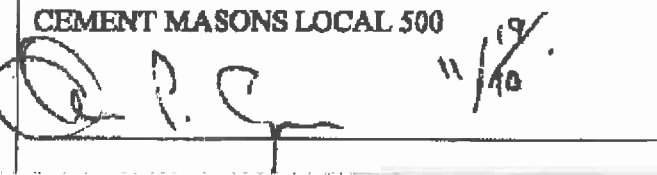
BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL 4



RESILIENT FLOOR & DECORATIVE COVERING
LOCAL 1247



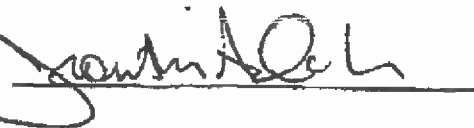
CEMENT MASONS LOCAL 500

 11/10

ROOFERS LOCAL 220



GLAZIERS LOCAL 636



STRUCTURAL IRONWORKERS LOCAL 433



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (IBEW) LOCAL 477



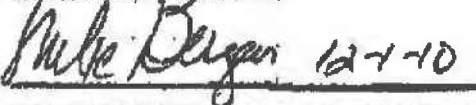
SHEET METAL WORKERS LOCAL 105



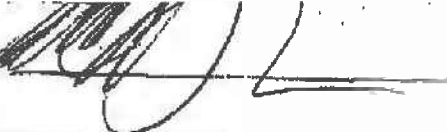
LABORERS LOCAL 783



TEAMSTERS LOCAL 166

 12-10

OPERATING ENGINEERS LOCAL 12



TILE, MARBLE & TERRAZO LAYERS LOCAL 18



Riverside / San Bernardino Counties Building and Construction Trades

OPERATING ENGINEERS LOCAL 12

Mikey Glasing

OPERATING ENGINEERS LOCAL 12

Ronald J. Sibonki

U.A. PIPE FITTERS LOCAL 250

George M. Vasquez Jr. Jr.

U.A. LANDSCAPE, IRRIGATION, UNDERGROUND
& SPECIALITY PIPING LOCAL 345

[Signature]

U.A. PLUMBERS & STEAMFITTERS LOCAL 398

Ray E. LeVangie Jr.

U.A. SPRINKLER FITTERS LOCAL 709

Michael P. [Signature]

SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS

Gordon K. [Signature]

SOUTHERN CALIFORNIA PAINTERS DISTRICT
COUNCIL 36

[Signature]

ELEVATOR CONSTRUCTORS LOCAL 18

ART [Signature]

ADDENDUM 7

LOS ANGELES INTERNATIONAL AIRPORT CONSTRUCTION PROJECT LABOR AGREEMENT

CLARIFICATION

To All Contractors, Subcontractors and Signatory Unions

The parties of the Agreement had several meetings during the course of the year to discuss and finally arrive at the 10 year extension of the LAWA PLA. The following issues were agreed to further clarify the parties' intent as clarifications/guidance which will assist in the Administration of the LAWA PLA over the next 10 years of the extension.

(1) LAX PLA Article III, Section 6 Contractor Hiring Obligations

It is understood that all contractors and subcontractors ("contractors") awarded contracts or sub-contracts pursuant to proposals, to undertake covered work under the terms of this Agreement and referred for bid after January 1, 2011, are legally obligated pursuant to their commercial contracts relating to such covered work, to maximize the employment of qualified local persons residing within the area of the Project, with the goal that at least 30% of each contractor's employees hired under this Agreement shall be either residents of the cities immediately adjacent to LAX or of the City of Los Angeles ("local residents"). Contractors shall develop a hiring plan and maintain records of their compliance efforts. The contractors and the signatory unions will make every good faith effort to request for referral and to refer, respectively, qualified individuals meeting the local residency requirement.

In recognition of these obligations, the signatory unions, as the prime referral source, as well as the apprenticeship programs in which the signatory unions participate, shall cooperate and work with the contractors, LAWA, the City of Los Angeles, and the organizations designated by LAWA, to assist in the identification and training of local residents for work and the referral of such persons to work opportunities arising under this Agreement.

The contractors and referral systems of the signatory unions will maintain records with regard to all requests for referral, referrals, and employment of local residents. Such records shall be available upon request to the Agreement Coordinator.

(2) Article XI Apprentices – Apprentices, as used in this Agreement shall be those registered and participating in Joint Labor/Management Apprenticeship Programs approved by the State of California Department of Industrial Relations, Division of Apprenticeship Standards.

(3) Article VIII Section 2 – Correction in second line: Change "employees" to "employers."

SAN BERNARDINO AND RIVERSIDE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL

William J. Perry DATE 12/11/2010

LOS ANGELES/ORANGE COUNTY
BUILDING AND CONSTRUCTION TRADES COUNCIL

Michael Shaw DATE 12-9-10

PARSONS CONSTRUCTORS INC., on behalf of LAWA
LAWA PLA COORDINATOR

Gregory J. [Signature] DATE 12/3/10



Los Angeles World Airports



09/03/20

ADDENDUM 8

CRAFT EMPLOYEE REQUEST FORM

LAX PROJECT

FAX FORM TO: NAME OF UNION _____ FAX NUMBER _____ DATE: _____

CC: LAX Local Hire Coordinator / Christina Watkins - Tel: 323-217-4976 / cwatkins@lawa.org

LAX - LOCAL HIRE ZIPCODES

Impact Area (Inglewood, El Segundo, Lennox, Culver City, Hawthorne, L.A.)

90043	90044	90045	90047	90066	90094	90230	90245	90250	90293	90301	90302
90303	90304	90305									

Local Residents (Culver City, Hawthorne, L.A.)

90001	90002	90003	90004	90005	90006	90007	90008	90010	90011	90012	90013
90014	90015	90016	90017	90018	90019	90020	90021	90023	90024	90025	90026
90027	90028	90029	90031	90032	90033	90034	90035	90036	90037	90038	90039
90041	90042	90046	90048	90049	90056	90057	90058	90059	90061	90062	90063
90064	90065	90067	90068	90069	90071	90077	90089	90095	90210	90211	90212
90232	90247	90248	90272	90290	90291	90292	90402	90501	90502	90710	90717
90731	90732	90744	90810	91040	91042	91214	91303	91304	91306	91307	91311
91316	91324	91325	91326	91330	91331	91335	91340	91342	91343	91344	91345
91352	91356	91364	91367	91401	91402	91403	91405	91406	91411	91423	91436
91504	91505	91601	91602	91604	91605	91606	91607	91608	*90073		

*Veterans Administration

CRAFT WORKERS REQUEST:

QTY#	CRAFT POSITION	JOURNEYMEN OR APPRENTICE	LOCAL DISTRICT RESIDENT	DATE	TIME
			✓		
			✓		
			✓		

Please have the worker(s) report to the following project site address indicated below:

Project/Contractor Name: _____

Site Address: _____ Report to: _____

On-site Tel. #: _____ On-site Fax: _____

Comment or special Instructions: _____

Union Use Only

Reception Date: _____

Dispatch Date: _____

Received By: _____

Requested Dispatch

Available for Dispatch

Unavailable for Dispatch

Local District Resident Worker

☐
☐

CONTRACTOR:

1. Please complete and fax this form to the Local Trade Union and LAX Local Hire Coordinator.
2. Retain request form for your records. Call the Local Trade union to verify receipt of the request.

LOCAL TRADE UNION:

1. Please complete the "Union Use Only" section and fax/email the form back to the requesting Contractor and the LAX Local Hire Coordinator.
2. Retain the completed form for your records and reporting.

ADDENDUM 9 (OBSOLETE)

RESOLUTION NO. 24316

WHEREAS, on recommendation of Management, there was presented for approval, designation of certain Los Angeles World Airports Phase II Capital Improvement Program Projects to be covered by a Project Labor Agreement between Parsons Constructors, Inc. and the Building and Construction Trades Department (AFL-CIO), the Building and Construction Trades Council of California and the Building and Construction Trades Council of Los Angeles and Orange Counties, and their affiliated international and local unions or any subsequent Project Labor Agreement; and

WHEREAS, on July 7, 2008, the Board of Airport Commissioners (BOAC) through Resolution 23600 designated the following Phase I Capital Improvement Program Projects for coverage by the Project Labor Agreement (PLA):

- Crossfield Taxiway Project – Taxiway C-13 Construction with Bridge
- Crossfield Taxiway Project – Taxiway D Extension West to Taxiway C-13
- Tom Bradley International Terminal (TBIT) New Large Aircraft (NLA) Gates Project – TBIT South 4 Gates
- TBIT NLA Gates Project – TBIT Apron South 4 Gates
- TBIT NLA Gates Project – Pedestrian Tunnel Structure
- TBIT NLA Gates Project -- TBIT Additions ("Bump-out")
- TBIT NLA Gates Project – TBIT North 3 Gates
- TBIT NLA Gates Project – TBIT Apron North 3 Gates; and

WHEREAS, timely and successful completion of construction work on projects covered by a PLA is critical to Los Angeles World Airports' (LAWA) safe and efficient movement of passengers and cargo. It is essential that work on these projects be performed in a timely and economical manner that maximizes airport security and safety, without interruption. Labor management stability and cooperation are critical to this. A PLA helps to insure the completion of projects and increases the participation of local residents in Los Angeles International Airport (LAX) development employment opportunities; and

WHEREAS, the following list of Phase II Projects will be covered by a PLA:

	Approximate Cost in Millions
• Taxi Lane T	\$ 75
• Demolition of the AA Low Bay Hanger	TBD
• Partial Demolition and Upgrading of the Former TWA Maintenance Hanger	TBD
• Demolition and Relocation of the AA deluge System	TBD
• Construction of new Remain Over Night (RON) parking positions	TBD
• Central Utilities Plant	\$280
• Runway Safety Area Improvements- Southside	\$ 20
• Interim Taxiway Safety Improvements	\$ 60
• CTA Architectural Enhancements	TBD
• Electrical Network Station	\$ 35
• Terminal 1 Modernization	\$ 50
• Terminal 3 Modernization	\$ 50
• Electrical Systems Upgrades	\$ 50

(Table continued)

• TBIT Connector to T3 and T4	\$200
• Northside Terminal Complex Improvement	\$500
• CTA Utility Distribution – Phase II	\$ 75
• Taxiway B Rehabilitation	\$ 25
• Taxiway C Extension	\$ 35
• LAX CTA Roadway Improvements	TBD
• Century Cargo Complex Improvements	TBD
• AOA Perimeter Fence Improvements	\$ 20
<i>(not including projects whose costs not yet estimated) Total: \$1,625,000,000; and</i>	

WHEREAS, the parties to any PLA understand that there is no obligation for LAWA to deliver these projects, but that if and when they are built by LAWA the projects will be covered by a PLA. Beginning in 2013, the BOAC will review all capital project lists for coverage by a PLA every two (2) years; and

WHEREAS, this action, as a continuing administrative and personnel-related activity, is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II Section 2(f) of the Los Angeles CEQA Guidelines; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 245;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners determined that this action is exempt from the California Environmental Quality Act requirements, adopted the Staff Report, approved the designation of the above listed Phase II Capital Improvement Program Projects at Los Angeles International Airport for coverage by a Project Labor Agreement, and authorized the Executive Director to provide notification as per the Project Labor Agreement of such coverage.

o0o

I hereby certify that this Resolution No. 24316 is true and correct, as adopted by the Board of Airport Commissioners at its Special Meeting held on Monday, December 6, 2010.

Sandra J. Miller – Secretary
BOARD OF AIRPORT COMMISSIONERS

ADDENDUM NO. 10

DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA, hereafter “Agreement” and this policy, Addendum No. 10 – Drug and Alcohol Testing Policy, hereafter “Policy”. The term “Employer”, as used in this Policy, shall have the same meaning as the term “Contractor”, as defined in the Agreement.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer’s job premises or while working on any jobsite in connection with work performed under the Agreement.
2. No Employer may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the Project under construction, and the name and telephone number of the Employer’s project manager. Said notice shall be provided at the pre-job conferences for each Project. Employers shall not commence work on the Project until said notice is given and failure to give said notice shall make any drug and alcohol testing engaged in by the Contractor invalid until such notice is provided. For Employers who fail to give said notice, the Agreement Coordinator shall work with the contracting entity and prime contractor to resolve such violations of this section, to the extent of withholding progress payments for the work performed by the Employer in violation until said notice is given. Any disagreements regarding the interpretation or application of this Policy shall be subject to resolution under the Article 7 grievance procedure.
4. An Employer who elects to implement drug and alcohol testing pursuant to this Policy shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the Project, whether by referral from a Union Dispatch Office, transfer from another Project, or another method. Individuals who were employed on the Project prior to the proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the Project.

5. The following procedure shall apply to all drug and alcohol testing:
- a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.
 - b. An Employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.
 - c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.
 - d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Policy. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain of custody procedures.
 - e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test, at the Employer's expense.
 - f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

- g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug and alcohol testing with the following exceptions:
 - 1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
 - 2. The Employer may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Agreement Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
 - 3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination.). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.
 - h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Employers will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
- a. The entire jobsite must be tested, including any employee or sub Employer's employee who worked on that Project three (3) working days before or after the date of the test;
 - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the Project;

- c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
 - d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.
 - e. Only two (2) periodic tests may be performed in a twelve (12) month period.
- 7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.
 - 8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the Agreement.
 - 9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
 - 10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists on the Project, he/she shall be reinstated.
 - 11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
 - 12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
 - 13. The Employer shall indemnify and hold the Union, City, and Agreement Coordinator harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

- 14.** This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoyllecgonine)	150 ng/ml ³	Benzoyllecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	See Section 5.b.	Ethanol	See Section 5.b.
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone ⁶	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

¹For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

²An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³**Alternate technology (THCA and benzoyllecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoyllecgonine).

⁴Methylenedioxymethamphetamine (MDMA)

⁵Methylenedioxyamphetamine (MDA)

⁶Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE**

It is hereby agreed between the Parties hereto that an Employer who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

EXHIBIT G:

Special Conditions

DESIGN BUILD SPECIAL CONDITIONS

TABLE OF CONTENTS

Section No.	Specification Title
SC-1	Changes to the General Conditions
	GC-2 Order of Precedence and Contract Interpretation
	GC-3 Contract Definitions
	GC-4 Abbreviations and Acronyms
	GC-9 Subcontracts
	GC-10 Design-Builders Representations, Services, and Responsibilities
	GC-36 Suspension of Work
	GC-43 Delays
	GC-46 Liquidated Damages
	GC-52 Payment Procedures
	GC-73 Insurance
SC-2	The Two-Phase Design-Build Contract
SC-3	Percentage of Work Performed by the Contractor
SC-4	Valid California Contractors Licenses
SC-5	Project Labor Agreement (PLA)
SC-6	Federal Requirements
SC-7	Risk Management

END OF DESIGN BUILD SPECIAL CONDITIONS TABLE OF CONTENTS

CONTRACT SPECIAL CONDITIONS

SC- 1 CHANGES TO THE GENERAL CONDITIONS

MODIFY GC-2, ORDER OF PRECEDENCE AND CONTRACT INTERPRETATION

In Section A replace the following:

4. Executed Contract Agreement and attached Exhibits.

MODIFY GC-2, ORDER OF PRECEDENCE AND CONTRACT INTERPRETATION

In Section A add the following:

11. ATMP Landside Improvements Project Final Request For Proposal (RFP) including Electronic Data Room Volume 2 documents, and Addenda.

MODIFY GC-3, CONTRACTING DEFINITIONS

In Section C, Definitions, remove the following:

COMPONENT GUARANTEED MAXIMUM PRICE - Any component of a GMP issued during the development of the GMP in the Progressive Design-Build or CMAR contract. All final cGMP's will be incorporated into the final GMP. (YC's definition)

COMPONENT GUARANTEED MAXIMUM PRICE REVISION – revision of a cGMP. (YC's definition).

GUARANTEED MAXIMUM PRICE - A guaranteed maximum price (also known as not-to-exceed price or NTE) contract is a cost-type contract (also known as an open-book contract) where the Design-Builder is compensated for actual costs incurred plus a fixed fee subject to a ceiling price. (YC's definition)

MODIFY GC-3, CONTRACTING DEFINITIONS

In Section C, Definitions, add the following:

ADMINISTRATIVE NOTICE TO PROCEED – means DESIGN-BUILDER may at their sole risk start non-physical design and construction activities prior to administrative approval.

AREA SHUTDOWN REQUEST (ASR) – Coordination of LAX terminal, landside, and airside vehicle, pedestrian, and tenant impacts with LAWA and LAWA tenants.

ATMP TASKS - Work identified in PR-01 Scope of Work.

CONTRACT PRICING – Project amount as identified in GMP, including all associated costs and markups.

LAWA IMPACT REQUEST (LIR) – Coordination of Maintenance of Traffic with LAWA and Authorities Having Jurisdiction.

MAINTENANCE OF TRAFFIC – means the comprehensive effort to maintain traffic.

REFERENCE DOCUMENTS - Documents provided with and so designated in the RFP, which are provided for disclosure purposes only and without any warranty as to their accuracy, completeness or fitness for any particular purpose.

UTILITY SHUTDOWN REQUEST (USR) – Coordination of LAX and VNY terminal, landside, and airside utility shutdowns and impacts with LAWA, LAWA tenants, and respective impacted Utility companies and/or jurisdictions.

WEEKLY WORK PLANS – Detailed work plan, segmented weekly that includes Design, Submittals, Procurement of Materials/Equipment, Construction and Commissioning of a Project.

MODIFY GC-3, CONTRACTING DEFINITIONS

In Section C, Definitions, add the following to the definition of Work:

Work includes, but is not limited to, the Pre-Construction Phase Services, Design Services, the GMP proposal, the Construction Phase Services, and any Additional Services and other services required. The term “reasonably inferable” takes into consideration the understanding of the parties that all design details will be resolved to the satisfaction of LAWA and not every detail will be shown on the Drawings and included in the Specifications.

MODIFY GC-4, ABBREVIATIONS AND ACRONYMS

Add the following:

- AHJ Authority(ies) Having Jurisdiction
- APM Automated People Mover
- ASR Area Shutdown Request
- ATMP Airfield and Terminal Modernization Project
- ARCC Airport Response Coordination Center
- CALM Coordination and Logistics Management Program
- CALTRANS California Department of Transportation
- CD 11 Council District 11
- ConRAC Consolidated Rent-A-Car Facility
- CTA Central Terminal Area
- ITF Intermodal Transportation Facility
- LABSS Los Angeles Bureau of Street Services
- LABSL Los Angeles Bureau of Street Lighting
- LABOS Los Angeles Bureau of Sanitation
- LABOE Los Angeles Bureau of Engineering
- LAMP Landside Access Modernization Program
- LIR LAWA Impact Request
- MOT Maintenance of Traffic
- RUE Roadways, Utilities, and Enabling Projects
- SUSMP/LID BMP Standard Urban Stormwater Mitigation Plan/Low Impact Development Best Management Practices
- TBIT Tom Bradley International Terminal
- USR Utility Shutdown Request

MODIFY GC-9, SUBCONTRACTS

In Section F, modify the following:

REMOVE; “To the extent the Design-Builder chooses to utilize mandatory inclusivity levels, the inclusivity levels for each CGMP must meet the inclusivity levels of participation given by LAWA to the Design-Builder for this Contract, unless otherwise specified by LAWA.”

And

REPLACE; with, “Design-Builder shall utilize the DBE levels of participation established by LAWA on each CGMP, unless otherwise specified by LAWA.”

MODIFY GC-10, DESIGN-BUILDER’S REPRESENTATIONS, SERVICES AND RESPONSIBILITIES

In Section A.10.a, modify the following:

REMOVE; “a. The Design-Builder shall employ a competent Superintendent satisfactory to LAWA who shall be in attendance at the Project site at all times during the performance of the Construction Work. The Superintendent shall represent the Design-Builder and communications given to, and received from, the Superintendent shall be binding on Design-Builder. Failure to maintain a Superintendent on the Project site at all times Work is in progress shall be considered a material breach of this Contract, entitling LAWA to terminate the Contract or, alternatively, issue a stop work order until the Superintendent is on the Project site. If, by virtue of issuance of said stop work order, Design-Builder fails to complete the Contract on time, Design-Builder will be assessed Liquidated Damages in accordance with the Contract.”

And

REPLACE; with, “a. The Design-Builder shall employ a competent Superintendent satisfactory to LAWA who shall be in attendance at the Project site at all times during the performance of the Construction Work. The Superintendent shall represent the Design-Builder and communications given to, and received from, the Superintendent shall be binding on Design-Builder. Failure to maintain a Superintendent on the Project site at all times Work is in progress or whenever work including but not limited to planning, surveying, design, coordination, construction, inspection, commissioning and closeout work is in progress or whenever it is necessary to take measures to protect the Work, persons, or property shall be considered a material breach of this Contract.”

MODIFY GC-36, SUSPENSION OF WORK;

REMOVE; “D. If the Design-Builder intends to assert a claim for compensation or time extension under this Article, it must, and notwithstanding any time limitations specified elsewhere in the Contract Documents, within seven (7) days after receipt of notice to resume work, submit to LAWA a Contractor’s Change Request setting forth the schedule impact and monetary impact of the suspension in sufficient detail to permit thorough analysis. Adjustment of work Completion Time, if appropriate, will be made pursuant to the provisions of the Contract Documents. Adjustment of the not to exceed contract amount, if any, will be within the Board’s sole discretion and shall not in any event, exceed the cost of the extra work resulting from such

suspension. Such cost, if any, shall be determined in accordance with the Contract Documents. Pursuant to California Civil Code section 1511, the Parties agree that any failure to submit a timely and properly documented Contractor Change Request shall constitute a waiver by Design-Builder of any claim for additional compensation, time or impact costs from LAWA..”

And

REPLACE with; “D. If the Design-Builder intends to assert a claim for compensation or time extension under this Article, it must, and notwithstanding any time limitations specified elsewhere in the Contract Documents, within fourteen (14) days after receipt of notice to resume work, submit to LAWA a Contractor’s Change Request setting forth the schedule impact and monetary impact of the suspension in sufficient detail to permit thorough analysis. Adjustment of work Completion Time, if appropriate, will be made pursuant to the provisions of the Contract Documents. Adjustment of the not to exceed contract amount, if any, will be within the Board’s sole discretion and shall not in any event, exceed the cost of the extra work resulting from such suspension. Such cost, if any, shall be determined in accordance with the Contract Documents. Pursuant to California Civil Code section 1511, the Parties agree that any failure to submit a timely and properly documented Contractor Change Request shall constitute a waiver by Design-Builder of any claim for additional compensation, time or impact costs from LAWA.”

MODIFY GC-43, DELAYS

REMOVE; “B. An excusable delay is a delay to the critical path of the project and meets all of the following requirements:

1. It was beyond the control of Design-Builder;
2. It could not have been foreseen or avoided by Design-Builder;
3. It could not have been mitigated by Design-Builder;
4. It was not caused in whole or in part by Design-Builder, its subcontractors of any tier or agents;
5. Design-Builder has provided written notices to LAWA of the delay act or event within seven (7) days of its occurrence and thereafter satisfies all requirements in the Contract Documents for making a request for extension to the Project Schedules and Contract milestones.”

And

REPLACE with; “B. An excusable delay is a delay to the critical path of the project and meets all of the following requirements:

1. It was not a delay whose risk Design-Builder has expressly assumed;
2. It was beyond the control of Design-Builder;
3. It could not have been avoided by Design-Builder;
4. It could not have been mitigated by Design-Builder;
5. It was not caused in whole or in part by Design-Builder, its subcontractors of any tier or agents;
6. Design-Builder has provided written notices to LAWA of the delay act or event within fourteen (14) days of its occurrence and thereafter satisfies all requirements in the Contract Documents for making a request for extension to the Project Schedules and Contract milestones.”

MODIFY GC-46, LIQUIDATED DAMAGES

Add the following:

Failure of the Design-Builder to complete the Work within the time allowed will result in damages being sustained by LAWA. For each consecutive day in excess of the time specified for the completion of work, as adjusted in accordance with the General Condition, Extensions of Time, the Design-Builder shall pay to LAWA, or have withheld from monies due it. The amount of Liquidated Damages shall be as per the table of Liquidated Damages below.

LAWA expressly denies that any progress payment made after the scheduled completion date constitutes a waiver of Liquidated Damages. All Liquidated damages shall be charged at the value indicated for amount of time or any part thereof that the Contract is late.

Airfield and Terminal Modernization Project (ATMP) Roadway Improvements		
Milestone	Description	Liquidated Damages Amount
Schedule Deliverable 1 60 Calendar Days After Phase 1 NTP	Failure to submit Contract Compliant Phase 1 Baseline Schedule to LAWA	\$5,000/day
Schedule Deliverable 1a	Failure to Resubmit Contract Compliant Phase 1 Baseline Schedule to LAWA within 15 Calendar days after LAWA review and comment.	\$5,000/day
Schedule Deliverable 2 1st of each month	Failure to submit Contract Compliant Monthly Schedule Updates to LAWA	\$5,000/day
Milestone 1 180 Calendar Days After Phase 1 NTP	Preliminary Assessment, Alternatives Analysis, and Proof of Concept Reports	\$X,XXX/day
Milestone 2 xxx Calendar Days After Phase 1 NTP	Guaranteed Maximum Price (GMP)/Component Guaranteed Maximum Price (CGMP) • 60% Completion of the Construction Documents and Construction Models for the Project • Completion of the GMP checklist	TBD/day
Milestone 3 xxx Calendar Days After Phase 1 NTP	90% and 100% Completion of the Construction Documents and Construction Models for the Project	TBD/day

Milestone 4 Calendar Days After Phase 2 NTP	Substantial Completion of Guaranteed Maximum Price (GMP)/Component Guaranteed Maximum Price (CGMP) Work Packages in accordance with the Contract Documents	TBD/day
Milestone 5 June 30, 2028 Calendar Days After Phase 2 NTP	Final Completion in accordance with the Contract Documents	TBD/day

Liquated damages and durations for Milestones 2 and 3 will be established after 30% Design Deliverable.

Liquated damages and durations for Milestones 4 and 5, along with any further milestone breakdowns, shall be established after 60% Design Deliverable and included in each CGMP/GMP package.

Milestone 4 will be further broken down into sub-milestones (For example 4a, 4b, 4c etc.) depending on the number of Guaranteed Maximum Price (GMP)/Component Guaranteed Maximum Price (CGMP) Work Packages.

MODIFY GC-52, PAYMENT PROCEDURES

Replace Section J. 2 with the following:

All contingency fund charges must have LAWA's advance written approval before being transferred to a line item in the Schedule of Values. All remaining funds in the Design-Builder's Contingency upon project completion shall remain with LAWA, including any associated fees and/or mark-ups for bonds, insurance, overhead, profit, etc. The Design-Builder shall not be entitled to any form of compensations whatsoever for unauthorized and/or unused contingency. In the event of the Design-Builder contingency fund is exhausted, at which point costs that exceed the (C) GMP/GMP that do not constitute a change order, Design-Builder will be responsible for the exceeded cost.

MODIFY GC-73, INSURANCE

In Section D,

REMOVE; "D. Subcontractors. Design-Builder shall include all of its subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor (excluding professional services). All coverage's for subcontractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by Executive Director and approved as to form by the Office of the City Attorney.

REPLACE; with, D. Subcontractors. Design-Builder shall include all of its subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor (excluding professional services). All applicable coverages for subcontractors shall be subject to all of the requirements stated herein unless otherwise agreed to in writing by Executive Director and approved as to form by the Office of the City Attorney.

SC- 2 THE TWO-PHASE DESIGN-BUILD CONTRACT

The Design-Builder will perform design/pre-construction and construction services for this Project under Two-Phase Design-Build delivery method. The Two Phases consist of:

- A. Phase 1 – The Design/Pre-Construction Phase: Which will commence shortly after the award by the BOAC upon issuance of a Phase 1 – Notice To Proceed (NTP) by LAWA, and
- B. Phase 2 – Work to be Performed after GMP/CGMP: The issuance of the Phase 2, Notice To Proceed is constrained by the requirement to establish a Guaranteed Maximum Price (GMP) or Component Guaranteed Maximum Price (CGMP) for the Project by the Milestone 2 date or unless otherwise directed by LAWA. Phase 2 will commence only upon the issuance of a Phase 2 – NTP by LAWA.

LAWA reserves the right not to award the Phase 2 portion of the work to the Phase 1 Design-Builder and pursue other procurement alternatives should the Design-Builder and LAWA not successfully establish a GMP/CGMP by the Contract schedule date for the completion of the 60% Design. If LAWA pursues such a course of action and does not issue the Phase 2 Notice-To-Proceed to the Design-Builder, and terminates the Contract, the Design-Builder shall execute an assignment to LAWA of all Design-Builder's contracts with Design Professionals for any remaining Design Work to be performed on Phases 1 and 2.

Under no circumstances will the authorization of Early Work Packages by LAWA constitute a waiver of its right to not award a Phase 2 GMP/CGMP portion of the Work to the Design-Builder should the Design-Builder and LAWA not successfully come to agreement on a GMP/CGMP for Phase 2 during the Design-Builder's performance of Early Work Package Work.

Notwithstanding, should LAWA and the Design-Builder not successfully establish a Phase 2 GMP/CGMP, then the contracted General Conditions and Project Requirements as they relate to Substantial Completion, Final Completion, Project Closeout, Commissioning and Operational Readiness shall apply to completion and close out of any Early Work Package Work. Costs associated to demobilization and closeout will be resolved and settled as described in the Contract Agreement.

SC- 3 PERCENTAGE OF WORK PERFORMED BY THE CONTRACTOR

- A. The Design-Builder shall perform Contract Work amounting to a minimum of thirty percent (30%) of the Total Contract Value. General Conditions, Field Services, bond, supervision, profit, and similar items will not be included in calculating the Design-Builder's percentage of work performed. Construction Work Packages not self-performed by the Design-Builder shall be procured based upon competitive bids as required by the Contract's General Conditions on Subcontracts. The Design-Builder is responsible for meeting or exceeding the Inclusivity requirements detailed in the RFP and the contract documents.
- B. The Design-Builder may negotiate the cost of self-perform packages with LAWA directly, or may choose to be a bidder on any Work Packages in competition with the potential subcontractors who are bidding. In order to ensure fairness in such competition, LAWA will manage that procurement for the Design-Builder. Any competition the Design-Builder wins will count against the overall self-perform percentage.

- C. The subcontracting of any portion of the Work shall not relieve the Design-Builder of its responsibilities under the Contract. Where it is necessary for the Design-Builder to self-perform Work due to a failure of the subcontractor to perform its work, Design-Builder must perform the work remaining for the value remaining in that subcontract. Said work will not be counted in calculating the Design-Builder's percentage of work performed, provided that LAWA has agreed to the necessity of the Work take-over.

SC- 4 VALID CALIFORNIA CONTRACTORS LICENSES

- A. The Contractor shall possess valid California Class A Contractors License in good standing with the California State Contractors Licensing Board at the time of the Bid and shall remain valid through Final Acceptance of the Work by LAWA.
- B. Each subcontractor selected for the Work shall possess valid California Licenses in good standing with the California State Contractors Licensing Board, appropriate for the portion of the Work that will be accomplished by each subcontractor.
- C. Contractors are required by law (Business and Professions Code §7030 and §7030.5) to be licensed and regulated by DESIGN-BUILDER's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

SC- 5 PROJECT LABOR AGREEMENT

All work under this contract is subject to the Los Angeles Department of Airports Construction Project Labor Agreement (PLA), as amended, and attached hereto. The Contractor shall comply with the terms of the PLA, however, the PLA shall not be construed as superseding California Labor Code Requirements nor any applicable Federal, State and Local laws.

SC-6 FEDERAL REQUIREMENTS

This Contract is eligible for Federal funds and the Contract's Federal Requirements are attached hereto and made part of the Contract Documents by this reference.

SC-7 RISK MANAGEMENT

Risk Management Plan (RMP) shall be developed as a separate section of the Project Management Plan. RMP, together with referenced exhibits and attachments, shall fully and systematically define the processes by which risks are identified, allocated, and analyzed; and the mitigation strategies developed and tracked. The RMP shall identify the persons responsible for managing various areas of risk, defines the risk management process, and describes the tools used to track the identified risks systematically. The Risk Management methodology shall be developed based on ISO 31000:2018.

The component objectives of the RMP shall include the following:

- A. Implement a) a clear and efficient risk management process that facilitates the unbiased identification of possible risks early in the Project, b) strategies to eliminate, avoid, or mitigate those risks, and c) proactive tracking protocols to capture risk actions through to ultimate retirement.

- B. Develop a comprehensive risk register to a) capture potential risk events, b) apportion probabilities of occurrence and likely range of impact in terms of both time and money, c) assign staff responsible for each risk, and d) maintain updates to provide measurement of the performance of the risk strategies implemented to address/mitigate the risks.
- C. Provide a reasonable probabilistic Project cost estimate and schedule that incorporates the impacts of major risks items identified on each Project, and updated appropriately as risk windows transpire and are retired.
- D. Provide a guide to Project stakeholders and team members in making informed decisions regarding effective actions to minimize risk impacts to the Project.

To facilitate the monitoring and updating of the possible Project risks, the Project's risk register shall be routinely reviewed and updated through the duration of the contract. Risk reporting shall be performed at the same frequency, and in similar detail to the reporting of other Project data necessary for the effective management of the Project. Reporting can focus on the strategy for mitigation of the risk item, the resolution — if applicable, the date of resolution, the due date to resolve or mitigate the risk, the primary and secondary contact, and the responsible party are also all identified by each risk item.

END OF SPECIAL CONDITIONS

EXHIBIT H:

Fee Matrix

Exhibit H - Fee Matrix

ATMP Roadway Improvements

SFJV Markup		
Component	Value ¹	Notes
Profit ²	4.60%	Profit shall be binding for all Phase 1 and Phase 2 work.

Notes:

¹ Each Component-Value shall be expressed as a percentage, carried to two decimal places (i.e. 0.00%).
² Profit excludes Corporate/Home Office Overhead, which is incorporated into the multiplier.
³ See Sample Schedule of Values Build Up for additional information on how Profit is applied.

Exhibit H - Fee Matrix

ATMP Roadway Improvements

Company Multipliers		
Company / Firm Name	Home Office Multiplier Rate	Field Office Multiplier Rate
Skanska - Flatiron, A Joint Venture (SFJV) ¹	2.64	2.64
HNTB ^{2,3}	2.78	2.18

Notes:

1. The Multiplier Rate for SFJV shall include their comprehensive overhead costs provided to 2 decimal places (i.e. 0.00). This includes, but is not limited to, company equipment (computers, phones, office supplies, small tools, personal protective equipment, etc.), company services (data plans, subscriptions, software & licenses, etc.), payroll taxes, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUTA), union fees, safety equipment, human resources, recruitment, training, marketing, corporate expenses, home office expenses, etc.

Exclusions: Project Specific Travel, Vehicles, Parking, and Tolls

See "Exhibit A" of the Contract (Cost Reimbursable Guidelines) for additional information.

2. Multiplier Rates for HNTB:

The Home Office Multiplier Rate shall include their comprehensive overhead costs provided to 2 decimal places (i.e. 0.00). This includes, but is not limited to, company equipment (computers, phones, office supplies, small tools, personal protective equipment, etc.), company services (data plans, subscriptions, software & licenses, etc.), payroll taxes, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUTA), union fees, safety equipment, human resources, recruitment, training, marketing, corporate expenses, home office expenses, etc.

The Field Office Multiplier Rate shall be the same as the Home Office Multiplier Rate, except that it shall exclude home office expenses (i.e. rent, furniture, equipment, softwares & subscriptions, etc.)

Exclusions: Project Specific Travel

See "Exhibit A" of the Contract (Cost Reimbursable Guidelines) for additional information.

3. Sub-consultants profit shall not exceed 10.00%; and Any mark-up by Prime Consultant (HNTB) on sub-consultants costs shall not exceed 3.00% .

4. Annual escalation for staff costs shall not exceed 3.00%.

Exhibit H - Fee Matrix

Sample Schedule of Values Build Up

DESIGN-BUILD PRIME ENTITY DIRECTLY TO LAWA: ASSUME THIS IS A CONTRACTOR WITH THE DESIGNER AS A SUBCONTRACTOR TO THE PRIME
All values indicated are fictitious and shown only for mathematical equation representation only

PHASE 1: All Design and PreCon through the development/approval of the GMP unless otherwise negotiated in Phase 1 Task Order.

Description	Base Labor Cost		Multiplier	Comments		
DESIGN CONSULTANT						
DESIGN FIRM Direct Labor	\$	100,000	2.78	\$	278,000	Multipliers for Designer and his sub-consultants shall include all OH (Home office Overhead + Field Office Overhead) and Profit. This is all inclusive for sub-consultants.
SUB-CONSULTANT 1	\$	10,000	2.2	\$	22,000	
SUB-CONSULTANT 2	\$	10,000	2.2	\$	22,000	
SUB-CONSULTANT 3	\$	10,000	2.2	\$	22,000	
Subtotal of Sub-Consultants				\$	66,000	
DESIGN FIRM Mark Up on Subs (3%)				\$	1,980	Applies to subtotal of Sub-consultants
TOTAL DESIGN (Direct Cost)				\$	345,980	Designer/Subconsultant and 3% Subconsultant
PRE-CONSTRUCTION by PRIME						
PRIME Direct Labor	\$	100,000	1.8	\$	180,000	Prime Multiplier excludes profit
SUB-CONSULTANT 1	\$	10,000	2.1	\$	21,000	Multipliers for sub-consultants shall include all OH (Home office Overhead +
SUB-CONSULTANT 2	\$	10,000	2.1	\$	21,000	Field Office Overhead) and Profit. This is all inclusive for sub-contractors.
SUB-CONSULTANT 3	\$	10,000	2.1	\$	21,000	
OTHER SERVICES & REIMBURSABLES				\$	5,000	
TOTAL PRE-CONSTRUCTION (Direct Cost)				\$	248,000	
TOTAL Phase 1 DESIGN/PRE-CONSTRUCTION (Direct Cost)				\$	593,980	
Profit (4.6%)	4.60%			\$	27,323	Apply to Direct Cost
SUB TOTAL (Direct Cost and Profit)				\$	621,303	
BOND (1%)	1.00%			\$	6,213	Apply to Subtotal Direct Cost Plus Profit, if applicable
Profit (4.6%)	4.60%			\$	286	Apply to Bond
				\$	6,499	
INSURANCES (2%)	2.00%			\$	12,556	Apply to Subtotal Direct Cost, Profit and Bond, if applicable
Profit (4.6%)	4.60%			\$	578	Apply to Insurance
				\$	13,134	
SUBTOTAL Direct/Profit/Bond/Insurance				\$	640,936	
GROSS RECEIPTS TAXES (.101%)	0.101%			\$	647	Applies to Direct/Profit/Bond/Insurance
PHASE 1 - DESIGN/PRE-CONSTRUCTION TOTAL Cost to LAWA				\$	641,583	

Exhibit H - Fee Matrix

Sample Schedule of Values Build Up

DESIGN-BUILD PRIME ENTITY DIRECTLY TO LAWA: ASSUME THIS IS A CONTRACTOR WITH THE DESIGNER AS A SUBCONTRACTOR TO THE PRIME
All values indicated are fictitious and shown only for mathematical equation representation only

PHASE 2: After GMP Design and All Construction

Description		Phase 1	Phase 2	Total Project Cost	Comments
Trades					
Civil			\$ 200,000		Lump Sum Trade Values including Subcontractor Bonds
Electrical			\$ 200,000		Lump Sum Trade Values including Subcontractor Bonds
Mechanical			\$ 200,000		Lump Sum Trade Values including Subcontractor Bonds
Finishes			\$ 200,000		Lump Sum Trade Values including Subcontractor Bonds
SDI			\$ 25,000		Apply only if not included in trade line items above
Subtotal A		\$ -	\$ 825,000		
General Conditions			\$ 100,000		Lump Sum
General Requirements			\$ 100,000		Lumpsum or Actual cost NTE
Design/Pre-Construction		\$ 593,980	\$ 100,000		Lump Sum
CA Services			\$ 100,000		Lump Sum
LAWA Allowances		\$ -	\$ 200,000		
Subtotal B		\$ 593,980	\$ 600,000		
Phase Subtotal		\$ 593,980	\$ 1,425,000		Trades/GC/GR/Design etc.
Prime Contingency (approx. 7% Phase 2)		N/A	\$ 99,750		Applies only Phase 2 Subtotal A+ B (Range 0-10%)
Subtotal C (Direct Cost)		\$ 593,980	\$ 1,524,750		Direct Cost
Prime Profit (4.6%)	4.60%	\$ 27,323	\$ 70,139		Applied to All Direct Cost
Subtotal D		\$ 621,303	\$ 1,594,889		Direct Cost and Profit
BOND (1%)	1.00%	\$ 6,213	\$ 15,949		Applied to Subtotal D
Profit (4.6%)	4.60%	\$ 286	\$ 734		Apply to Bond
Insurances					
PH 1 INSURANCES (2%)	2.00%	\$ 12,556			Apply to Subtotal Direct Cost, Profit and Bond, if applicable
Profit (4.6%)	4.60%	\$ 578			Apply to Insurance
PH 2 INSURANCES (3%)	3.00%		\$ 48,347		Apply to Subtotal Direct Cost, Profit and Bond, if applicable
Profit (4.6%)	4.60%		\$ 2,224		Apply to Insurance
Subtotal E		\$ 640,936	\$ 1,662,142		Direct/Profit/Bond/Insurance
Gross Receipts Taxes (.101%)		\$ 647	\$ 1,679		Applies to Subtotal E
TOTAL COST to LAWA		\$ 641,583	\$ 1,663,821	\$ 2,305,404	Based on Subtotal E + Gross Tax

Federal Requirements

FEDERAL REQUIREMENTS

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FEDERAL REQUIREMENT: FR-1

ACCESS TO RECORDS AND REPORTS
2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

This provision must be included in all contracts and subcontracts.

FEDERAL REQUIREMENT: FR-2

AFFIRMATIVE ACTION REQUIREMENT

41 CFR part 60-4, Executive Order 11246

1. The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:

Goals for minority participation for each trade: 28.3%

Goals for female participation in each trade 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Los Angeles World Airports, City of Los Angeles, County of Los Angeles, California.

FEDERAL REQUIREMENT: FR-3

BREACH OF CONTRACT

2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

FEDERAL REQUIREMENT: FR-4

BUY AMERICAN PREFERENCES

Title 49 USC § 50101

4.3.1. Buy American Preference

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

The Buy America requirements flow down from the owner to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance. The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

4.3.2. Certificate of Buy American Compliance - Total Facility

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (☐) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 - a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being

requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product.
- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

FEDERAL REQUIREMENT: FR-5

CIVIL RIGHTS - GENERAL

49 USC § 47123

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

FEDERAL REQUIREMENT: FR-6

CIVIL RIGHTS - TITLE VI ASSURANCES

49 USC § 47123, FAA Order 1400.11

The City of Los Angeles, Los Angeles World Airports, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

FEDERAL REQUIREMENT: FR-7

CLEAN AIR/WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

FEDERAL REQUIREMENT: FR-8

CONTRACT WORKHOURS AND SAFETY STANDARDS

2 CFR § 200, Appendix II(E)

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. Withholding for Unpaid Wages and Liquidated Damages: The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. Subcontractors: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

Contract Workhours and Safety Standards Act Requirements (CWHSSA) prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements. This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards. This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles). This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

FEDERAL REQUIREMENT: FR-9

COPELAND ANTI-KICKBACK ACT 2 CFR § 200, Appendix II(D), 29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

This provision applies to all construction contracts and subcontracts that exceed \$2,000. This provision applies to all equipment installation projects (e.g. electrical vault improvements) that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles). Professional Service Agreements (PSAs) that include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5 and exceeds \$2,000 must incorporate the Copeland Anti-kickback provision.

FEDERAL REQUIREMENT: FR-10

DAVIS BACON REQUIREMENTS 2 CFR § 200, Appendix II(D), 29 CFR Part 5

1. Minimum Wage: (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding: The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and Basic Records: (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan

or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees: (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the

plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements: The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
6. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
7. Contract Termination Debarment: A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act Requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes Concerning Labor Standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of Eligibility: (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

This shall be incorporated into all construction contracts and subcontracts that exceed \$2,000. This provision applies to all equipment installation projects (e.g. electrical vault improvements) that exceed \$ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g. SRE and ARFF vehicles). Professional Service Agreements (PSAs) including tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part that exceed \$2,000 must incorporate this clause. Fencing projects that exceed \$2,000 must include this provision.

FEDERAL REQUIREMENT: FR-11

DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

This requirement applies to covered transactions, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.

FEDERAL REQUIREMENT: FR-12

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Los Angeles, Los Angeles World Airports to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13): The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible

Prompt Payment (§26.29): The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven days from the receipt of each payment the prime contractor receives from City of Los Angeles, Los Angeles World Airports. The prime contractor agrees further to return retainage payments to each subcontractor within seven days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Los Angeles, Los Angeles World Airports. This clause applies to both DBE and non-DBE subcontractors.

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

FEDERAL REQUIREMENT: FR-13

DISTRACTED DRIVING

Executive Order 13513, DOT Order 3902.10

Contractor is to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

FEDERAL REQUIREMENT: FR-14

ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

FEDERAL REQUIREMENT: FR-15

EQUAL EMPLOYMENT OPPORTUNITY

2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the

EQUAL EMPLOYMENT OPPORTUNITY SPECIFICATION

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or

women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female

- employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on

the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the

contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract. The contract and specification language must be incorporated in all construction contracts and subcontracts that exceed \$10,000.

FEDERAL REQUIREMENT: FR-16

FEDERAL FAIR LABOR STANDARDS ACT

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA. 29 CFR § 213 exempts professional services employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

FEDERAL REQUIREMENT: FR-17

FOREIGN TRADE RESTRICTION

49 USC § 50104, 49 CFR part 30

This language must be used in all contracts and subcontracts without modification.

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

FEDERAL REQUIREMENT: FR-18

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FEDERAL REQUIREMENT: FR-19

OCCUPATIONAL SAFETY AND HEALTH ACT
29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

FEDERAL REQUIREMENT: FR-20

PROHIBITION OF SEGREGATED FACILITIES

41 CFR § 60

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

FEDERAL REQUIREMENT: FR-21

RECYCLED MATERIALS

2 CFR § 200.322, 40 CFR part 247, Solid Waste Disposal Act

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

FEDERAL REQUIREMENT: FR-22

LIMITED

RIGHTS TO INVENTORIES

2 CFR § 200, Appendix II(F), 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

FEDERAL REQUIREMENT: FR-23

LIMITED

SEISMIC SAFETY

49 CFR part 41

Construction Contracts

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

Professional Service Agreements for Design

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

This provision applies to any contract involved in the construction of new buildings or structural addition to existing buildings.

FEDERAL REQUIREMENT: FR-24

TAX DELINQUENT AND FELONY CONVICTION

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the two certification statements on the RF-24 Tax Delinquency and Felony Conviction Forms. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response on the forms. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

FEDERAL REQUIREMENT: FR-25

TERMINATION OF CONTRACT

2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convince (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

FEDERAL REQUIREMENT: FR-26

VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

FEDERAL REQUIREMENTS CERTIFICATION FORMS

TO BE SUBMITTED WITH THE ADMINISTRATIVE REQUIREMENTS

After reading and reviewing the applicable related Federal clauses in Exhibit H: Federal Requirements, please complete the following Certification Forms and submit with the Bid. Failure to do so may result in the Proposal being found Nonresponsive.

Table of Contents

FR-1	Buy American On Airport Improvement Program (AIP) Or American Recovery and Reinvestment Act (ARRA) <i>Form</i>
FR-6	Assurance of Disadvantaged Business Enterprises (DBE) Participation <i>Form</i>
FR-10	Trade Restriction Clause <i>Form</i>
FR-14	Certification Of Nonsegregated Facilities <i>Form</i>
FR-16	Bidder's Statement On Previous Contracts Subject To EEO Clause <i>Form</i>
FR-18	Certification Of Suspension And Debarment Requirements For All Contracts Over \$25,000 <i>Form</i>
FR-24	Tax Delinquent and Felony Conviction

**FEDERAL REQUIREMENTS
FR – 1 CERTIFICATION FORM**

**BUY AMERICAN ON AIRPORT IMPROVEMENT PROGRAM (AIP) OR AMERICAN
RECOVERY AND REINVESTMENT ACT (ARRA) PROJECTS**

This project is subject to AIP or ARRA funding, therefore, the Contractor must certify that they will not acquire or use any steel or manufactured products or components produced outside of the United States (US) on any portion of the project, unless otherwise approved by the FAA.

Contractor must either:


- ☒ 1. I certify, all products are wholly produced in the US of US materials, or
- ☐ 2. I request a waiver to use non-US produced products, or
3. I certify that all equipment that is being used on the project is on the Nationwide Buy America conformance list.
- ☐ 4. I certify that none of the materials used on this project are subject to Buy America provisions.

Should there be a change in the status listed above, the undersigned agrees to notify the Los Angeles World Airports immediately of any changes and shall not make such change until change in status has been authorized by LAWA.

The undersigned declares and certifies that all statements on this form are true and correct.

8/1/22

Date


Authorized Signature

James Bailey

Print Name

Senior Vice President

Title of Signer

Skanska USA Civil West California District Inc.
Company Name

1995 Agua Mansa Rd.
Company Address

Riverside, CA 92509
City, State, Zip Code

**FEDERAL REQUIREMENTS
FR – 1 CERTIFICATION FORM**

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Ural Yal

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Senior Vice President

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Flatiron West, Inc.

Company Name

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Chino, CA 91710

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FEDERAL REQUIREMENTS FR – 6 CERTIFICATION FORM

ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

(To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the Proposer and submitted with the Technical Proposal.)

NOTE: The bidder's execution of the signature portion of this Proposal shall also constitute execution of this assurance.

Proposer's Assurance of Compliance with Title 49, CFR Part 26 Relating To Disadvantaged Business Enterprise Participation.

The Proposer hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this Proposal is submitted and that bidder, if the contract is awarded to Proposer, will have a DBE participation of **15%** percent of the amount of this bid. Proposer further gives assurance that bidder will submit the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the Proposer will subcontract if the contract is awarded and if Proposer is unable to meet the contract goals for DBE participation, of the steps Proposer has taken to obtain DBE participation.

8/1/22

Date



Authorized Signature

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* Proposer shall insert the percentage for the DBE participation even if the percentage is less than the contract goal.

FEDERAL REQUIREMENTS FR – 6 CERTIFICATION FORM

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* Proposer shall insert the percentage for the DBE participation even if the percentage is less than the contract goal.

**FEDERAL REQUIREMENTS
FR – 10 CERTIFICATION FORM**

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or a national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agree that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Cont.

FEDERAL REQUIREMENTS FR – 10 CERTIFICATION FORM
TRADE RESTRICTION CLAUSE

(Continued)

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

8/1/22

Date


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FR – 10 CERTIFICATION FORM**

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08/04/2022

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**FEDERAL REQUIREMENTS
FR – 14 CERTIFICATION FORM**

CERTIFICATION OF NONSEGREGATED FACILITIES – 41 CFR PART 60-1.8
(Contractors/Subcontractors)

(A Certification of Nonsegregated Facilities must be submitted with the Proposal and prior to the award of any subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause).

The contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

Certification - The information above is true and complete to the best of my knowledge and belief.

8/1/22

Date


Authorized Signature

James Bailey

Print Name

Senior Vice President

Title of Signer

Continued Next Page...

FR 14- Non-Segregated

FEDERAL REQUIREMENTS
FR – 14 CERTIFICATION FORM
CERTIFICATION OF NONSEGREGATED FACILITIES – 41 CFR PART 60-1.8
(Contractors/Subcontractors)
(Continued)

Skanska USA Civil West California District Inc.

Company Name

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Company Address

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NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**FEDERAL REQUIREMENTS
FR – 14 CERTIFICATION FORM**

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Continued Next Page...

**FEDERAL REQUIREMENTS
FR – 14 CERTIFICATION FORM
CERTIFICATION OF NONSEGREGATED FACILITIES – 41 CFR PART 60-1.8
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(Continued)**

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**FEDERAL REQUIREMENTS
FR – 16 CERTIFICATION FORM**

PROPOSER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE

The Proposer shall complete the following statement by checking the appropriate boxes.

The Proposer has ☒ has not ☐ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Proposer has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Proposer has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Proposer shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

8/1/22

Date


Authorized Signature

James Bailey

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Skanska USA Civil West California District Inc.

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NOTE: Failure to complete the blanks may be grounds for rejecting the Proposal.

**FEDERAL REQUIREMENTS
FR – 16 CERTIFICATION FORM**

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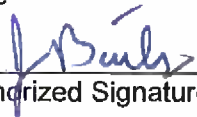
**FEDERAL REQUIREMENTS
FR – 18 CERTIFICATION FORM**

SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER \$25,000
49 CFR PART 29

The Proposer/offeror certifies, by this submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

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NOTE: Failure to complete the blanks may be grounds for rejecting the Proposal.

**FEDERAL REQUIREMENTS
FR – 24 CERTIFICATION FORM**

TAX DELINQUENCY AND FELONY CONVICTION

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☒) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note: If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony Conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**FEDERAL REQUIREMENTS
FR – 24 CERTIFICATION FORM**

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Administrative Requirements

Administrative Requirements Checklist

BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED

1. VENDOR IDENTIFICATION FORM

- ☒ Is the required Vendor Identification Form completed and signed?
- ☒ Is the BTRC/VRN number provided?
- ☒ Is the EEOO contact information provided?
- ☒ Is the list of previous City contracts attached? (If applicable)
- ☒ Is the Form enclosed in the Packet?

2. AFFIDAVIT OF NON-COLLUSION

- ☒ Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- ☒ Is the Affidavit notarized?
- ☒ Is the Affidavit enclosed in the Packet?

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

3. BID/PROPOSAL BOND [Per Item #3 on Addendum 4: Proposers are required to submit electronic versions of the Financial Proposal and Proposal Bond by invitation only.](#)

- ☒ Is the "Instructions for Bid/Proposal Bond Form" completed?

Select A, B, or C, as applicable:

A. Certified Check

- ☐ Is the amount of the certified check at least 10% of the total amount of your bid/proposal?
- ☐ Is the certified check attached to the Instructions form and enclosed in the Packet?

B. Cashier's Check

- ☐ Is the amount of the cashier's check at least 10% of the total amount of your bid/proposal?
- ☐ Is the cashier's check attached to the Instructions form and enclosed in the Packet?

C. Surety Bond

- ☒ Is the amount of the bond at least 10% of the total amount of your bid/proposal?
- ☒ Is the bond completed and signed by the surety company?
- ☒ Is the surety bond attached to the Instructions form and enclosed in the Packet?

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

4. BIDDER CONTRIBUTIONS

- ☒ Is the required Bidder Contribution CEC Form 55 completed and signed?
- ☒ Schedule A - Please list all principals on Schedule A.
- ☒ Schedule B - Please list all subcontractors and their principals on Schedule B (If you check "Yes")

Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

5. CONTRACTOR RESPONSIBILITY PROGRAM

- ☒ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☒ Is the Questionnaire enclosed in the Packet?
- ☒ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☒ Is the Pledge of Compliance enclosed in the Packet?

6. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

- ☒ Have you read and checked one of the options?
- ☒ Is the Affidavit enclosed in the Packet?

7. EQUAL BENEFITS ORDINANCE

- ☒ Is the EBO Compliance Affidavit Form completed and signed?
- ☒ Is the Form enclosed in the Packet?

8. MUNICIPAL LOBBYING ORDINANCE

- ☒ Is the required Bidder Certification CEC Form 50 completed and signed?
- ☒ Is the Certification enclosed in the Packet?

9. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – Good Faith Effort Documentation (GFE) (Upon Notification by the Department)

Per Addendum 2, RFC 69 the Subcontractor Participation Plan is due on or before the Proposal Due Date.

- ☒ Is the "Subcontractor Participation Plan" completed and enclosed in the GFE Packet?
- ☒ Is the pre-bid meeting sign-in sheet enclosed in the GFE Packet?
- ☒ Is a copy of the advertisement for sub-bids and proof of publication enclosed in the GFE Packet?
- ☒ Are copies of the letters sent to MBEs, WBEs, DBEs and OBEs indicating work items to be performed enclosed in the GFE Packet?
- ☒ Are copies of the appropriate telephone logs enclosed in the GFE Packet?

- ☒ Are copies of the letters sent to recruitment organizations enclosed in the GFE Packet?
- ☒ Are all bids, quotes, or qualifications received for the project enclosed in the GFE Packet?
- ☒ Is a summary sheet listing bids received and the subcontractor selected for that work area enclosed in the GFE Packet?

Failure to provide supporting documentation of a good faith effort within three (3) days of notification by the Department, as described in the attached, will render the bid/proposal non-responsive and will result in its rejection.

THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:

10. AFFIRMATIVE ACTION

- ☒ Have you read and agreed with the City of Los Angeles' Non-discrimination, equal Employment and Affirmative Action provisions?

11. ASSIGNMENT OF ANTI-TRUST CLAIMS

- ☒ Have you read and agreed with California Government Code Sections 4550 – 4554?

12. CHILD SUPPORT OBLIGATIONS

- ☒ Have you read and agreed with Child Support Obligations provisions?

13. LIVING WAGE ORDINANCE

If you are claiming exemption from said Ordinance: Not Applicable

- ☐ Is the appropriate Exemption form completed and signed?
- ☐ Is the Exemption form enclosed in the Packet?

IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:

Prime contractors are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance

Vendor Identification Form



VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

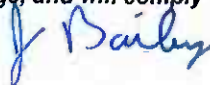
GENERAL INFORMATION	
Legal Name: Skanska USA Civil West California District Inc.	Doing Business As: Not Applicable
Are you an independent contractor eligible to receive a 1099-MISC? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> EIN or SSN: 95-1751673 (A TIN (SSN or EIN) and W-9 are required)	License or Registration Number (if applicable): CA Contractor License #140069 Payment Terms (code): 0 0 1 2 Seller's Permit Number (if applicable): SR EH 23-092513
Ownership: <input type="checkbox"/> Individual / Sole Proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Other (specify):	Applicable to Out-of-state Vendors: Submit per CA FTB Pub 1017, Resident/ Nonresident Withholding Guidelines for information go to: www.ftb.ca.gov/ <input type="checkbox"/> Form-590 <input type="checkbox"/> Form-588 <input type="checkbox"/> Form-589 <input type="checkbox"/> Form-587 For Foreign Entities, for instructions go to: https://www.irs.gov/publications/p515 BTRC/Vendor Registration Number: 0 0 0 2 4 1 2 9 1 6 - 0 0 0 1 - 5 <input type="checkbox"/> BTRC/VRN application pending (please attach the application) For instructions please go to: https://latax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm
BUSINESS ADDRESS	
Street: 1995 Agua Mansa Rd. Suite #:	Contact Person: James Bailey
City: Riverside	Contact Person's Title: Senior Vice President
State: CA Zip Code: 92509	Fax: (951) 788-2449 Phone: (951) 684-5360
Website: www.usa.skanska.com	Email: james.bailey@skanska.com
Remittance address (if required and different from the above):	
BUSINESS INFORMATION	
Service Area: International <input type="checkbox"/> National <input type="checkbox"/> Regional <input type="checkbox"/> Local <input checked="" type="checkbox"/>	Years in Business: 103 Number of Employees: 1,614
BUSINESS CERTIFICATION (Check all that apply) Not Applicable	
<input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Small Business Enterprise (according to SBA criteria) <input type="checkbox"/> Minority Women Business Enterprise (MWB)	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise <input type="checkbox"/> Small and Local Business Enterprise (SLB) If required, please attach copies of all applicable certifications.
NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE	
EEO Officer (name): Reiko Herrera	Phone Number: (347) 684-1739
EEO Officer's Title: HR Manager, EEO Compliance	Email: reiko.herrera@skanska.com

Have you had contracts with the City of Los Angeles in the last 10 years? No ☐ Yes ☒ If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value. See Attached

CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein. The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.

Authorized Signature



Date 8/1/22

Print Name James Bailey

Title Senior Vice President

For LAWA use only:	
Project name: _____	Project No: _____
Requesting Division: _____	Contact Person: _____ Phone No: _____
SAP Action (Send the form to FAMIS Support Desk): <input type="checkbox"/> Create <input type="checkbox"/> Change <input type="checkbox"/> Block <input type="checkbox"/> Delete <input type="checkbox"/> New Ordering Address	

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at procurementrequirements@lawa.org

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1995 AGUA MANSA RD

6 City, state, and ZIP code
RIVERSIDE, CA 92509

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
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or

Employer identification number

9	5	-	1	7	5	1	6	7	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *Kurt Wilson*

Date ► *5/4/2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
C-123545	City of Los Angeles Department of Public Works	Julie Allen, Project Director (909) 241-7036	11/13/14	July 2022	Sixth Street Viaduct Replacement Project	\$360M
BCO-082720	City of Los Angeles Los Angeles World Airports	Dan McKelvie (714) 403-0478	9/29/20	Dec. 2025	LAWA Roadways, Utilities, and Enabling Project	\$287M

VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

GENERAL INFORMATION

Legal Name: Flatiron West, Inc.		Doing Business As: Flatiron West, Inc.																		
Are you an independent contractor eligible to receive a 1099-MISC? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> EIN or SSN: 84-1173347 (A TIN (SSN or EIN) and W-9 are required) <small>Please see Attachment A Flatiron West, Inc. W-9</small>		License or Registration Number (if applicable): 772589 Payment Terms (code): <table border="1"><tr><td></td><td></td><td></td><td></td></tr></table> Seller's Permit Number (if applicable):																		
Ownership: <input type="checkbox"/> Individual / Sole Proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Other (specify):	Applicable to Out-of-state Vendors: Submit per CA FTB Pub 1017, Resident/ Nonresident Withholding Guidelines for information go to : www.ftb.ca.gov/ <input checked="" type="checkbox"/> Form-590 <input type="checkbox"/> Form-588 <input type="checkbox"/> Form-589 <input type="checkbox"/> Form-587 For Foreign Entities, for instructions go to: https://www.irs.gov/publications/p515	BTRC/Vendor Registration Number: <table border="1"><tr><td>0</td><td>0</td><td>0</td><td>2</td><td>4</td><td>0</td><td>4</td><td>7</td><td>2</td><td>6</td><td>-</td><td>0</td><td>0</td><td>0</td><td>1</td><td>-</td><td>1</td></tr></table> <input type="checkbox"/> BTRC/VRN application pending (please attach the application) For instructions please go to: https://latax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm		0	0	0	2	4	0	4	7	2	6	-	0	0	0	1	-	1
0	0	0	2	4	0	4	7	2	6	-	0	0	0	1	-	1				

BUSINESS ADDRESS

Street: 14726 Ramona Avenue	Suite #: 300	Contact Person: Ural Yal	
City: Chino		Contact Person's Title: Senior Vice President	
State: CA	Zip Code: 91710	Fax: 909.597.5180	Phone: 909.597.8413
Website: https://www.flatironcorp.com/		Email: uyal@flatironcorp.com	
Remittance address (if required and different from the above):			

BUSINESS INFORMATION

Service Area: International <input type="checkbox"/> National <input type="checkbox"/> Regional <input type="checkbox"/> Local <input checked="" type="checkbox"/>	Years in Business: 31	Number of Employees: 1018
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BUSINESS CERTIFICATION (Check all that apply)

<input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Small Business Enterprise (according to SBA criteria) <input type="checkbox"/> Minority Women Business Enterprise (MWB)	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise <input type="checkbox"/> Small and Local Business Enterprise (SLB) If required, please attach copies of all applicable certifications.
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NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE

EEO Officer (name): Jessica Knight	Phone Number: 909.894.5557
EEO Officer's Title: Director, Human Resources	Email: JKnight@flatironcorp.com

Have you had contracts with the City of Los Angeles in the last 10 years? No ☐ Yes ☒. If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

Please see Attachment B
City of Los Angeles Contracts

CERTIFICATION

*The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein.
The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.*

Authorized Signature



Date

08/04/2022

Print Name Ural Yal

Title

Senior Vice President

For LAWA use only:

Project name: _____	Project No: _____
Requesting Division: _____	Contact Person: _____ Phone No: _____
SAP Action (send the form to FAMIS Support Desk): <input type="checkbox"/> Create <input type="checkbox"/> Change <input type="checkbox"/> Block <input type="checkbox"/> Delete <input type="checkbox"/> New Ordering Address	

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at procurementrequirements@lawa.org

ATTACHMENT A:
FLATIRON WEST, INC. W-9

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Flatiron West, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

14726 Ramona Avenue, Suite 300

6 City, state, and ZIP code

Chino, CA 91710

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
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or

Employer identification number

8	4	-	1	1	7	3	3	4	7
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT B:
CURRENT AND PAST CITY OF
LOS ANGELES CONTRACTS

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
L8PM-90-K001	Los Angeles World Airports	Jake Adams 310.678.5355	4/11/2018	3/2023 (anticipated)	Design, construction and maintenance of 2.25 miles of elevated, dual-lane guideway superstructure, six public, multi-level passenger stations, along with significant roadway improvements.	\$4.9B
E700002F, E700301F	City of Los Angeles	Shirley Lau 213.485.5228	06/30/2011	09/30/2017	Replaced existing two-lane Riverside Drive Bridge/Viaduct Complex with a two lane, standard curve viaduct and a barrier protected auxiliary lane for pedestrians.	\$53M
DA-4398	Los Angeles World Airports	Jake Adams 310.678.5355	03/01/2010	06/20/2012	Flatiron constructed a new taxilane. The new 3,785-foot long taxilane S connects the north and south side of the airport.	\$108M

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (the "Agreement") was made and entered into, effective this 11th day of July, 2022, by and between the following Parties:

PARTY	PRINCIPAL PLACE OF BUSINESS	STATE OF INCORPORATION
Skanska USA Civil West California District Inc. ("SKANSKA")	1995 Agua Mansa Road Riverside CA, 92509	California
Flatiron West, Inc. ("FLATIRON")	14726 Ramona Ave., Suite 300 Chino, California 91710	

(individually, the "Party" and collectively, the "Parties")

WITNESSETH:

WHEREAS, the Parties are interested in submitting a bid to, and in obtaining a contract from **Los Angeles World Airports** (the "Owner") for **Airfield & Terminal Modernization Program (ATMP) Landside Improvements Project** (the "Project"), (the construction of the Project being hereinafter called the "Work" and the said Contract being hereinafter called the "Contract"); and

WHEREAS, the Parties have agreed to form a joint venture ("Joint Venture") to work together on an exclusive basis to bid for and seek to obtain such Contract from the Owner; and

WHEREAS, the Parties desire to define and set forth their rights, obligations, and interests to each other in such Joint Venture, and to set forth their duties and obligations under the Contract which might be awarded as a result of the aforesaid bid;

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements herein set forth, the Parties hereby agree to constitute themselves as a Joint Venture for the purpose of submitting a bid to the Owner for the performance of the Contract and for the purpose of performing and completing the construction of the Project in the event that the Contract is awarded to the Joint Venture, but not for any other purposes. This Agreement contemplates only the furnishing and performance of the Work necessary for the submission of the bid and for the performance and completion of the Contract, and the Parties are not making any permanent agreement to develop or undertake any project other than the Project. Nothing in this Agreement shall be construed as a limitation of the power or rights of either of the Parties to carry on its separate business for its sole benefit except, however, the Parties shall cooperate with each other according to the terms and spirit hereof in the performance and completion of the Contract pursuant to this Agreement. The Parties agree that such joint bid shall be filed and such Contract, if awarded to them, shall be performed and completed by them as a Joint Venture subject to the following terms and conditions:

ARTICLE 1: FORMATION

1.1 Name. The name of the Joint Venture shall be Skanska-Flatiron A Joint Venture, which shall be formed under the laws of the State of California, and the business of the Joint Venture shall be carried on under that name and under no other name.

1.2 Registration. The Managing Party will file such documents in the state where the project is located in order for the Joint Venture to qualify to do business there.

1.3 Trade Name Affidavit. The Managing Party will file a trade name affidavit for the Joint Venture, if

required by law, with the appropriate officials of any county or other jurisdiction in which the Joint Venture carries on business or in which any real property owned by the Joint Venture is located, promptly after the Joint Venture enters into the Contract.

1.4 Principal Office. The Joint Venture's principal office will be that of its Managing Party. Additional places of business may be established at such other locations as the Executive Committee determines from time to time.

1.5 Term of Joint Venture. Unless otherwise specifically provided in this Joint Venture Agreement, or unless the term shall be extended by amendment to this Agreement, or unless the Joint Venture shall be sooner dissolved and its affairs wound up in accordance with this Agreement, the Joint Venture Agreement shall remain in full force and effect until all purposes for which the Joint Venture has been undertaken have been accomplished and completed. In no event shall the Joint Venture be terminated until all rights and liabilities of this Agreement have been determined and satisfied. However, this Agreement shall automatically expire and the Joint Venture will wind up its affairs when either the Owner officially gives notice that it will not award the Contract to the Joint Venture or Owner announces that it will award the Contract to a bidder other than the Joint Venture, subject to the Joint Venture's decision to file a bid protest and resolution thereof.

1.6 Rebid. The Project shall include any rebid by the Owner of the Project or any other project of the Owner at the site of the Project which is substantially similar as the originally bid work whether or not the contract number or the terms of the contract vary from that of the Contract. The obligations of the Parties with respect to a rebid shall survive what is elsewhere provided herein to be the termination of this Agreement.

1.7 Parent Company Guarantee. If required by the Owner, each Party will provide a parent company guarantee in favor of the Owner. If parent company guarantees are required by the Owner, the Parties and each of their parent companies agree to enter into a "Cross Guarantee and Indemnification Agreement" in the form attached hereto as Exhibit A. Should the Owner not require parent company guarantees, each Party shall provide a parent company guarantee in favor of the Joint Venture and its members in the form attached hereto as Exhibit B. To the extent not otherwise required hereunder, if a Party's ultimate parent changes by way of sale, acquisition, merger or otherwise, the new parent company shall become signatory to the Cross Guarantee and Indemnification Agreement or provide a new guarantee in favor of the Joint Venture and its members on the form attached as Exhibit B, as applicable. Prior written consent to any such change in parent shall be obtained by the Party in question pursuant to Article 18 herein. Required documentation evidencing the new parent's signatory status relative to the Cross Guarantee and Indemnification Agreement or parent company guarantee, as applicable, shall be provided by the Party in question within five (5) business days of the close of the transaction giving rise to the change in parent.

ARTICLE 2: BID AND BID BOND

2.1 Bid Preparation. The Parties agree to jointly prepare a bid for the construction of the Project to be submitted to the Owner and to any other governmental authority as may be required under the Invitation to Bid documents on the official bid date. Should any Party fail to agree as to the form, terms, amount or conditions of the bid and notifies the Managing Party of that fact in writing before the bid is submitted to the Owner, then, in such event, the Joint Venture and this Agreement shall terminate, subject to Article 2.2, below, and subject to the rights and obligations of the Parties accrued prior to such termination. Each Party agrees to negotiate in good faith toward finalization of a bid acceptable to both Parties.

2.2 Remaining Party. If any Party notifies the Managing Party of its disagreement with the terms of the Bid in accordance with Article 2.1 (the "Withdrawing Party"), the other Party (the "Remaining Party") may, upon the termination of the Joint Venture and this Agreement and subject to the approval of the Owner, form a new entity, with or without other joint venture partners, and submit a Bid for the Project. Neither the Withdrawing Party nor its affiliates may participate either directly or indirectly, as a prime contractor, subcontractor, or otherwise, in any contract, or in any bid for any contract, for all or any portion of the Project without prior written consent of the Remaining Party. The foregoing prohibition will survive

the termination of the Joint Venture and this Agreement.

2.3 Exclusive Bid. Except as is provided in this Agreement, during the term of this Agreement neither of the Parties nor their subsidiaries or affiliates shall, without the previous written consent of the other, directly or indirectly bid for or take any interest for its own benefit in estimating the Work or in the execution or carrying out of the construction of the Project or any part thereof or any services preparatory thereto and each Party shall do all in its power to ensure the observance of this prohibition by all persons from time to time in its employment and all of its affiliates and subsidiaries or parent company.

2.4 Pre-Submission Expenses. Except as is herein provided to the contrary,

- (a) Each of the Parties shall assume its own expenses incurred prior to the submission of the bid; and
- (b) Skanska will provide a Proposal Manager and Technical Writer to provide proposal management, development and editing. The Parties shall share the actual cost of Proposal Manager and Technical Writer, according to their Proportionate Shares, using mutually-agreed rates; and
- (c) If Parties agree to utilize the services of Skanska's Virtual Design and Construction in-house services (BIM/VDC), the costs will be shared between the Parties according to their Proportionate Shares using mutually-agreed rates; and
- (d) Mutually-agreed third party material and consultant expenses incurred in relation to the Project pursuit, will be approved in advance and shared between the Parties according to their Proportionate Shares.

2.5 Bid Bond. If the Joint Venture is required to post a bid bond in connection with its bid for construction of the Project, each Party agrees to pay its Proportionate Share, as defined below, of the cost of any bid bond required for the Project. If successful, the cost of the bid bond, if any, shall be borne by the Joint Venture. In the event letters of credit are to be provided in connection with bidding the project, please refer to Article 11 herein for the parties' understanding with respect to the provision of letters of credit relative to this Joint Venture.

2.6 Stipend. Should the Joint Venture be entitled to receipt of a stipend from the Owner in the event of an unsuccessful bid, the stipend shall first be used to pay third parties who the Parties jointly agreed to retain pursuant to Article 2.4(b), above, and the balance shall be distributed to the parties in accordance with their Proportionate Shares.

2.7 Contract Acceptance. If the bid is accepted by the Owner, and/or if the Parties are successful in negotiating the Contract subsequent to the submission of the bid, the Managing Party, on behalf of the Joint Venture, shall execute the Contract, and shall take such other steps as may be required to make the Contract a legal and binding agreement between the Joint Venture and the Owner. If a contract for the Project is entered into between the Owner and a third party or if the Joint Venture and the Owner do not agree on the terms of the Contract and do not enter into the Contract within six months after acceptance of the bid, then, if the Joint Venture has been formed, it shall be dissolved and liquidated pursuant to Article 17 unless otherwise determined by the Executive Committee. If the Parties are not successful in procuring the Contract, the Managing Party shall be responsible for the administration of required tax and other filings regarding bid stipends, shared costs and other unsuccessful bid expenses.

ARTICLE 3: PARTICIPATION OF PARTIES IN PROFITS AND LOSSES

3.1 Parties' Proportionate Shares. Except as may be provided to the contrary in this Agreement, the interests of the Parties in any profits, losses and liabilities that may result from the performance of the Contract, or this Joint Venture, and their interests in all property, equipment and other assets acquired by the Joint Venture, all monies received in connection with the performance of the Contract and each Party's obligation with respect to the approximate percentage of staffing provided to the Project shall be as follows:

<u>PARTIES</u>	<u>PROPORTIONATE SHARE</u>
SKANSKA	55%
FLATIRON	45%

(the said percentage for each Party being herein called its "Proportionate Share").

3.2 Losses, Liabilities Not To Exceed Proportionate Share. In the event of any losses arising out of the Joint Venture, or resulting from the submission of the bid (except those expenses incurred by any Party in connection with the preparation of the bid) and/or the performance of the Contract, posting or furnishing of bid bonds or performance or payment bonds, or payment under the terms of such bonds, each Party shall assume and pay its Proportionate Share of such losses. If, for any reason, either of the Parties incurs any liabilities or is required to pay any losses in excess of its Proportionate Share, the other Party shall indemnify, hold harmless and shall reimburse such Party in such amount so that each Party will have paid its Proportionate Share thereof. However, this indemnification obligation shall not relate to and no other obligation of a Party assumed in this Agreement shall relate to or include any incidental, indirect or consequential damages or losses, expenses or liabilities (including, without limitation, loss of profit) that may be sustained, suffered, assumed or incurred by any Party. While the Parties hereto agree to waive any claims against each other for consequential or indirect damages flowing from the breach of the terms herein or sounding in any tort or equitable theory of recovery relative to their Joint Venture relationship including without limitation, claims for loss of production, loss of revenue, loss of profit, loss of use loss of business, loss of opportunity, increased overhead or increased expense of operation, nothing herein shall preclude a Party from seeking indemnity for such damages that are the responsibility of the Joint Venture for which a Party hereto incurs in excess of its Proportionate Share of same. A Party shall not be entitled to indemnification for its own willful misconduct or bad faith.

3.3 Each Party to Make Best Efforts. Each of the Parties agrees to make its best effort to place at the disposal of the Joint Venture, as requested by the Executive Committee, the benefit of all its experience, technical knowledge and skill and shall in all respects bear responsibility for the completion of the Contract, including the provision of personnel, information, advice and assistance for the execution of the Work.

ARTICLE 4: EXECUTIVE COMMITTEE

4.1 Composition of Executive Committee. To facilitate the handling of any and all matters and questions in connection with performance of the Contract, an Executive Committee is hereby established, comprised of one representative from each Party. Each Party hereby appoints the following primary representative and alternate to act for it in all such matters with full and complete authority to act on its behalf in relation to any and all matters and things in connection with, arising out of, or in relation to any and all matters, questions and things involving performance of the Contract.

<u>PARTY</u>	<u>PRIMARY REPRESENTATIVE</u>	<u>ALTERNATE</u>
SKANSKA	Michael Aparicio	James Bailey
FLATIRON	Ural Yal	Brian Freund

A Party may from time to time change its appointed primary representative or alternate by filing with the other Party a written notice in accordance with Article 23. The alternate representative shall serve only when the primary representative is absent or unable to serve.

4.2 Executive Committee Meetings. The designated representatives of the Parties constituting the Executive Committee shall meet quarterly or as requested by a Party or a member of the Executive Committee, subject to ten (10) days notice, to act on matters within the mandate of the Executive Committee. Joint Venture Cost Reports shall be shared during such meetings. Such meetings shall be in person or by telephone conferencing. A resolution in writing, signed by all of the members of the Executive

Committee shall be as valid as if it had been passed at a meeting of the Executive Committee. The Executive Committee will hold all meetings at the Project offices or by video/telephone conferencing. Notice of future meetings of the Executive Committee so far as known will be given at each meeting.

4.3 Powers of the Executive Committee.

(a) Decisions, of the Executive Committee and decisions of the Parties must be unanimous. The Executive Committee shall have the power to make all decisions concerning the business of the Joint Venture.

(b) Notwithstanding any provision of this Agreement to the contrary, in the absence of a unanimous vote, the Joint Venture and the Parties shall proceed and perform as directed by the Managing Party in good faith and as is reasonably necessary or appropriate to: (i) correct or address emergency situation, such as, a situation that threatens life, health, safety, or property; (ii) comply with or avoid a default or waiver of rights under the Contract; (iii) avoid partial or total suspension of the work or delay in the Work that might be reasonably expected to result in a failure to meet the milestone dates set forth in the Contract, including substantial completion and final acceptance; (iv) avoid a breach by the Joint Venture of any environmental or safety regulations; (v) otherwise ensure the progress of the Work under the Contract. The Parties shall proceed and continue to perform including during any dispute resolution process, and each Party shall remain responsible for the performance, without delay or suspension, of its obligations under this Agreement. Any disputes that are not resolved by unanimous vote, including any claims of a breach of this Agreement, shall be timely resolved in accordance with the Dispute Resolution Procedures contained in Article 19.

(c) Notwithstanding the foregoing, the following decisions of the Executive Committee must be made unanimously: (i) amendment of this Agreement; (ii) admission of a new member to the Joint Venture, or the sale, pledge, hypothecation or other transfer of all or any portion of a Party's interest in the Joint Venture (iii) the sale or other transfer of substantially all of the assets of the Joint Venture; (iv) entering into any agreement for the borrowing or the loan of funds by the Joint Venture, granting any security interest in the assets of the Joint Venture to any third-party other than a surety company unanimously agreed on by the Parties, or providing any guaranty or indemnity in the name of the Joint Venture to Owner in accordance with the terms of the Contract; (v) entering into any agreement with a Party to this Agreement, or with an affiliate of any Party to this Agreement, except when such agreement, if any, is (1) negotiated at arm's length basis, (2) based on competitive market prices within commercial terms and conditions typical for projects of this nature and the requirements of the Contract, and (3) in the best interests of the Joint Venture; and (vi) any call to make an interim or final distribution of profit of Joint Venture surplus funds to the Parties.

4.4 Meeting Minutes. All business transacted at meetings of the Executive Committee shall be recorded in suitable minutes by the Managing Party who shall use reasonable efforts to distribute such minutes to both Parties for comment, correction and acceptance within two weeks after each Executive Committee meeting.

ARTICLE 5: MANAGING PARTY

5.1 Designation of Managing Party. Skanska is hereby designated as the Managing Party of the Joint Venture. The Managing Party shall have charge and supervision over the timely and satisfactory performance of the Contract and the Work, subject, however, to the superior authority and control of the Executive Committee. But, if the Parties cannot agree on any issue with respect to the performance of the Contract, the Work or this Agreement, the Managing Party shall have authority to direct performance thereof, pursuant to subparagraph 4.3(b).

5.2 Management Fee. Skanska, as the Managing Party, shall receive a Management Fee of $\frac{3}{4}$ of one percent (0.75%) of the actual gross billings of the Joint Venture on the Contract in addition to its Proportionate Share as described in Article 3.1, above. This Management Fee shall be paid periodically as the Joint Venture receives payment on the Contract. The Management Fee is considered compensation for the added expenses incurred by the Managing Party in performing its duties, and shall be an expense of the Joint Venture.

5.3 Duties and Responsibilities.

(a) The Managing Party shall act as liaison between the Project Manager and the Executive Committee in order to assist the Project Manager in carrying out the day-to-day responsibilities related to performance of the Contract. The Managing Party shall also have authority to appoint and replace from time to time the various salaried and hourly personnel necessary to develop and operate the Work, and to negotiate, execute and deliver purchase orders, rental agreements, labor agreements, subcontracts and such other agreements as are necessary and appropriate to carry out the Contract. Both Parties shall have the right to review and approve any extensions to the scope of work, including change orders, prior to execution. The Managing Party is subject to the control of the Executive Committee. Prior to the execution of any Contract with the Owner, the Parties shall develop an authority matrix consistent with the terms of this Agreement that shall be approved by the Executive Committee.

(b) The Managing Party also shall be responsible to conduct all business affairs on behalf of the Joint Venture including but not limited to payment of wages and accounts, and furnishing statements and reports concerning the financial status of the Joint Venture and progress of the Work as required by the Executive Committee. The Managing Party shall furnish each of the Parties with a quarterly Cost Report and a quarterly financial statement, calculated on the percent of completion basis and with such other financial reports as the Executive Committee may request. The Managing Party, if requested by the Executive Committee, shall also arrange for a year-end audit to be performed by an independent accounting firm selected by the Executive Committee.

5.4 Standard of Care. Neither Party shall be liable to the Joint Venture or to any Party for any act or omission of it or of the Project Manager unless the Party has engaged in willful misconduct or bad faith.

ARTICLE 6: PROJECT MANAGER AND OTHER PROJECT PERSONNEL

6.1 Project Manager. The Managing Party shall designate a Project Manager or Project Executive "Project Manager" acceptable to the Executive Committee who shall serve at the Executive Committee's pleasure, be subject to its control, and is an agent of the Joint Venture. The Project Manager shall be delegated the responsibility for the practical execution and carrying out of the Work and the performance and completion of the Contract, and he shall have such specific powers as the Managing Party may, from time to time, delegate.

6.2 Other Project Personnel. Each Party agrees that it shall supply and make available to the Project Manager such of its supervisory, managerial and other personnel as shall be required to successfully perform and complete the Contract, as determined by the Executive Committee. Such personnel will remain in the employment of the particular Party supplying such personnel, but all such personnel shall cooperate with and serve under the authority of the Project Manager. Each Party shall provide qualified personnel in number approximately equal to its percentage interest in the Joint Venture as applied to the total number of personnel required for the Project (such obligation being a material obligation of each Party hereto). Attached hereto as Exhibit G is an initial organization chart representing the Parties' understanding as to their respective obligations to provide personnel for certain positions on the Project which shall not be changed without Executive Committee approval. Costs of employment of such employees shall be reimbursed or paid to the providing Party upon terms to be established by the Executive Committee. Hourly personnel and salaried personnel not available from the Parties hereto shall be hired by the Managing Party and paid for by the Joint Venture.

6.3 Equipment Purchase or Rental. The Project Manager may purchase, rent or lease tools and equipment in the name of the Joint Venture. Any Party may rent or lease its own tools and equipment to the Joint Venture, subject to approval by the Executive Committee. The Project Manager will notify each Party of the need for leased equipment and will allow each Party a reasonable opportunity to rent or lease equipment to the Joint Venture. Under no circumstances shall the rental or lease payments for any Party's owned tools or equipment to the Joint Venture exceed 90% of the fair market value of such tools or equipment.

6.4 Disposal. During the course of the Work and upon completion of the Work, the Project Manager will determine what plant, equipment, tools and salvageable materials belonging to the Joint Venture are no longer needed by the Joint Venture and will present a plan to the Executive Committee for their approval for the disposal of the assets.

6.5 Standard of Care. Neither the Project Manager nor his or her Managing Partner employer will be liable to the Joint Venture, or to any Party, for the Project Manager's conduct or performance in the absence of the Project Manager's willful misconduct or bad faith.

ARTICLE 7: WORKING CAPITAL

7.1 Working Capital Contributions. The term "Working Capital" shall mean those cash contributions which the Parties are required by the Executive Committee to provide to the Joint Venture to meet its financial requirements. Such Working Capital shall be deposited into the Joint Venture Bank Account. The Managing Party from time to time will make its own determination of the Joint Venture's need for Working Capital and the dates on which they are to be furnished, and will recommend to the Executive Committee any calls for contributions from the Parties. Upon determination by the Executive Committee of a need for Working Capital Contributions, the Managing Party will send notice of such determination to all Parties (which notice will include the date set by the Executive Committee for payment by all Parties) and such determination will be binding and conclusive on all Parties. Each Party will then contribute Working Capital when and as required by the Executive Committee for the performance and completion of the Contract, in accordance with its Proportionate Share. The need for Working Capital and the dates on which it is to be furnished, which may vary or be modified from time to time given the financial needs of the joint venture, shall be determined by the Executive Committee (Working Capital Call) and each such determination shall be final, binding and conclusive on the Parties except as provided in subparagraph 7.2. The Managing Party shall use its best efforts to give written notice at least thirty (30) days prior to the date for payment thereof provided that the giving of less than thirty (30) days notice shall not affect the obligation of the Parties to make the contribution on the date set for payment. In no event shall the Managing Party provide less than ten (10) business days notice requiring such contribution. The Working Capital so provided and all other funds received by the Joint Venture shall be held in trust for disbursement under this Agreement, and for no other purpose. Such funds shall be deposited in such banks, and may be withdrawn on the conditions set forth in this Agreement. If so requested by the Executive Committee, those authorized to deal with funds of the Joint Venture shall be bonded in such amounts and by such companies as the Executive Committee shall determine. Items of equipment, plant, and materials may be contributed in lieu of Working Capital provided that any such contribution and the contribution value receive prior written approval of the Executive Committee.

7.2 Working Capital Call Disputes. If a Working Capital Call is made by the Executive Committee, but a dissenting Party disputes the need for or the amount of the Working Capital Call, it may within ten (10) days of receipt of a Working Capital Call from the Managing Party, deliver a written notice to the Executive Committee requiring the Managing Party to select and engage a certified public accountant (CPA) to conduct an independent review (at the dissenting Party's expense) to determine if the amount of the Working Capital Call is reasonably required to meet projected cash requirements for the performance of the Contract. (The failure to deliver notice within the required period disputing the need for or amount of a Working Capital Call shall be deemed a Party's agreement to same and a waiver of any right to dispute the Working Capital Call in question in the future.) If the CPA finds that any or all of the Working Capital Call is clearly unreasonable to meet the projected needs to perform the Contract, the CPA may adjust the Working Capital Call amount by the amount it finds to be clearly unreasonable. This shall be done within thirty (30) days of notice from the dissenting Party. Pending resolution of a Working Capital Call dispute under this subparagraph 7.2, the dissenting Party and the other Party shall continue to meet the Working Capital Call requirements within the time period set forth in subparagraph 7.1. If there is any adjustment, it will be made by Proportionate Share and the Parties will get a refund or pay the difference, as the case may be, within thirty (30) days of written notice of the adjustment.

ARTICLE 8: WORKING CAPITAL CONTRIBUTION DEFAULTS

8.1 Party Default. Should any Party (the "Defaulting Party") be unable or fail or neglect to contribute its Proportionate Share of the Working Capital (the "Defaulting Party's Contribution") within fourteen (14) days after the date set for the contribution thereof by the Managing Party, it shall be deemed to be in default and the other Party (the "Non-Defaulting Party") shall pay the share of the Defaulting Party. Any Working Capital previously paid to the Joint Venture or another Party by a Defaulting Party will be returned to the Defaulting Party, without interest, at such times as Capital Contributions are returned to the other Parties, in amounts equal to their appropriate share of the amount being returned. Any quorum, unanimity or Majority in Interest voting requirements shall, in such event, be modified to exclude the Defaulting Party from calculation in determining whether such threshold has been met.

8.2 Adjustments to Proportionate Share in the Event of Default. For any period during which a Party is in default of its Working Capital Contribution obligations pursuant to subparagraph 8.1 hereof and without prejudice to the Non-Defaulting Party's right to terminate under Article 16:

(a) The Proportionate Share of the Non-Defaulting Party shall be increased to the proportion that its actual contributions to Working Capital (including loans therefore to the Defaulting Party) bear to the total contribution made to Working Capital by the Parties and the Defaulting Party shall no longer have any right to participate in the management or operation of the Joint Venture. The Defaulting Party shall not have any vote on the Executive Committee nor shall it have a right to attend Executive Committee meetings;

(b) But, the Defaulting Party shall remain liable for its original Proportionate Share of the losses and liabilities of the Joint Venture and for Working Capital as required from time to time and solely responsible for all expense, loss, claim, damage or liability arising from its Working Capital Contribution default.

8.3 Other Consequences of Default

(a) The Non-Defaulting Party, at its option, may terminate the Defaulting Party's interest in the Joint Venture, in accordance with Article 16.

(b) All Working Capital advanced shall be repaid to the Party advancing the same prior to the distribution of any profits. All repayments of Working Capital shall be in the reverse order in which Working Capital was paid in. In no event will repayment of any Working Capital or advance distribution of anticipated profit reduce the obligation of the Parties for future contributions of Working Capital or for losses of the Joint Venture.

(c) In the event that a Defaulting Party is indebted to the Non-Defaulting Party pursuant to subparagraph 8.1 hereof, any monies otherwise payable to the Defaulting Party by the Joint Venture shall instead be paid to the Non-Defaulting Party until the Non-Defaulting Party has been paid in full.

8.4 Defaulting Party Indemnification. In addition to the consequences set forth elsewhere in this Article 8, a Defaulting Party will defend, indemnify and hold harmless the Joint Venture and the Non-Defaulting Party for any expense, loss, claims, damages or liabilities including all legal fees, court costs, disbursements and expenses incurred as a result of the Defaulting Party's breach of its obligation to make Working Capital contributions.

8.5 Non-Exclusive Remedies. The remedies in this Agreement for a breach by a Party of its obligation to make Working Capital contributions are in addition to and will not limit any other remedies in law or equity that the Non-Defaulting Party or the Joint Venture may have.

ARTICLE 9: BANKING

9.1 Establishment of Accounts. A bank account or accounts shall be opened in the name of the Joint Venture in such bank or banks under such description or descriptions as the Executive Committee may determine ("Joint Venture Bank Account(s)"). All Working Capital contributions made by the Parties,

and all of the funds received by the Joint Venture or by any of the Parties on behalf of the Joint Venture in connection with the performance of the Contract, shall be deposited into such Joint Venture Bank Account. The Joint Venture shall make arrangements with the bank or banks to allow each Party's representative to the Executive Committee to have on-line access to view the funds in each Joint Venture Bank Account. Withdrawals may be made by check or draft or other instrument in such form as the Managing Party may from time to time direct. All persons authorized to draw against the funds of the Joint Venture shall be bonded by the respective parties in such amounts as the Executive Committee shall determine. The premiums on any such bonds shall be paid by the Joint Venture. No Party will unreasonably restrain and/or refuse to authorize withdrawal of funds for payment of proper expenses relating to the Work. Notwithstanding the foregoing, the Managing Partner is authorized herein to make withdrawals for the purpose of managing the financial return on Joint Venture funds on deposit with the Joint Venture pursuant to the Financial Management Policy attached hereto as Exhibit C.

9.2 Withdrawals, Payments & Financial Management. No payments shall be made or monies withdrawn from any such Joint Venture Bank Accounts except for the purposes of the Joint Venture. Monies not immediately required for the purposes of the Joint Venture shall be managed in accordance with and the Parties hereto agree to adopt the Skanska Financial Management Plan as set forth in Exhibit C attached hereto. Under no circumstances shall securities or investments made by the Joint Venture be stocks, bonds, or other instruments of debt and equity issued on behalf of any of the Parties or affiliated companies to the Parties. No part of any funds deposited in any Joint Venture Bank Account shall be paid or returned to any of the Parties except as specified herein or as may otherwise be determined by the Executive Committee.

9.3 Borrowing or Financing. No money shall be borrowed or financing arranged for the account of the Joint Venture, nor shall any assets of the Joint Venture be charged, assigned, mortgaged, pledged or hypothecated, unless approved by the Executive Committee. If any monies are so borrowed, they shall be repaid in full prior to return of any Working Capital and distribution of gains or profits. Should a Party undertake to arrange a loan or financing on account of the Joint Venture without Executive Committee approval, such action shall constitute an event of default pursuant to Article 16 herein.

ARTICLE 10: ACCOUNTING

10.1 Books and Records. Separate books of account of the Joint Venture and its operations shall be kept by Managing Partner personnel and maintained at the office of the Managing Partner. Financial Statements and other reports, as directed by the Executive Committee, of the financial condition of the Joint Venture, shall be made to each Party annually, no later than two months following the fiscal year end, or upon demand by the Executive Committee. All records of the Joint Venture shall be open to examination and photocopying at any reasonable time by either of the Parties. Such records and documents shall not be removed from the place where they are usually kept, without the previous consent of the Executive Committee.

10.2 Audits. Audits shall be made of such books at such times and by such persons as the Parties may direct only upon the written request of a Party and copies of the audit reports shall be furnished to each of the Parties. Audits must be requested at least 90 days prior to the end of each fiscal year in order to allow for the appropriate coordination. The cost of the audits shall be borne by the requesting Party and shall not be an expense of the Joint Venture. Upon completion of the Work, the Managing Party may cause the Joint Venture to retain an independent firm of accountants to conduct a final audit of all accounts, records and other pertinent data, and will cause a final accounting to be furnished pursuant to Article 15.2 Final Accounting to each Party; provided, however, the Executive Committee determines that such Audit is necessary. The Joint Venture shall bear the cost of this final audit.

10.3 Expenses. The cost of keeping and maintaining of the separate books of account during the course of the Work shall be a part of the cost of the Joint Venture. To the extent records must be kept subsequent to the completion and acceptance by the Parties of the final accounting, they shall be kept at such place as the Parties shall determine and the cost thereof shall be borne by the Parties in accordance with their Proportionate Share.

10.4 Currency. The currency of the Joint Venture shall be United States of America (U.S.A.) dollars (USD). The Joint Venture shall endeavor in good faith to not have any currency exposure. Any known cashflows or undertakings in currency other than USD shall be hedged.

10.5 Party's Financial Statements. During the term of this Agreement, each Party shall furnish annually to the other, no later than 120 days after the end date of the applicable fiscal year, its financial statements and the financial statements of its parental guarantor if a parental guarantee has been furnished by a Party or a statement of net worth where a personal guaranty has been furnished by a Party.

ARTICLE 11: INSURANCE, BONDS & OTHER SECURITY

11.1 Obtaining Insurance and Bonds. The Managing Party shall obtain and maintain insurance on behalf of the Joint Venture and each of the Parties hereto as required by the Executive Committee or under the Contract including, without limiting the generality of the foregoing, liability insurance respecting the Work and insurance respecting fire and other perils on all tools, equipment and other assets of the Joint Venture. The type and amount of insurance shall be that set forth in the Contract. All Contract performance, payment and other bonds that may be required by the Joint Venture shall be obtained and maintained in the name of the Joint Venture by the Managing Party. All Parties shall lend their best efforts to obtain any and all bonds, insurance, letters of credit or other security required in connection with the Joint Venture. The Parties shall be jointly and severally liable on the bonds and each shall execute such indemnity agreements and other agreements as may be required by the companies writing the bonds. Similarly, should a single Party be required to provide a letter of credit in connection with the Joint Venture, the Parties shall execute the necessary indemnity or other agreements to demonstrate their respective obligations with respect to same. In the event that separate letters of credit are permitted, each Party shall provide its own letter of credit. In the event that a financial institution issues a letter of credit on behalf of the Joint Venture, each Party hereto shall provide an indemnity to the financial institution in connection with such letter of credit to the extent of its Proportionate Share of the Joint Venture. In any event as between the Parties, the liability of each of them under the indemnity to the bonding companies with respect to bonds or under any other agreement with respect to letters of credit shall be limited to their respective Proportionate Shares.

11.2 Premiums. All premiums for bonds and insurance required on the Project and in the name of the Joint Venture shall be a direct cost to the Joint Venture.

11.3 Insurance Broker. The insurance broker for all insurances, except payment and performance bonds, required by the Joint Venture shall be determined by the Executive Committee.

ARTICLE 12: TREATMENT OF COSTS

12.1 Reimbursable Costs. Costs reimbursable to the Parties, as opposed to direct Joint Venture job costs under Article 12.2, shall not include any costs, or expenses incurred in the preparation and submitting of the bid. Costs incurred by any of the Parties in the performance of the Contract or while directly engaged in the business of the Joint Venture shall be reimbursed by the Joint Venture to such Party provided prior approval of the Executive Committee has been received. Reimbursable costs shall be limited to:

(a) The salary and all other employment-related expenses including, without limitation, benefits, payroll taxes and contributions for approved field personnel, which are not carried on the Joint Venture payroll, for the period of direct involvement in the Project;

(b) All reasonable costs of travel, lodging, food, subsistence and such related miscellaneous expenses in accordance with the Party's company policies; and

(c) Compensation for services or equipment rental provided by any of the Parties.

12.2 Direct Job Costs. Direct job costs for field supervision, labor, materials, equipment, subcontractors, insurance (including deductible costs associated with loss to Party equipment or vehicles supplied to the Joint Venture up to a maximum amount of _____ per claim), BIM and engineering (both reimbursed with a 2.0 multiplier), bonds, taxes, supplies, services, relocation costs and other expenses

necessary for the performance of the Contract shall be incurred and paid directly by the Joint Venture. To the extent either or both Parties provide security in the form of a letter of credit, such Party shall be reimbursed for such letter of credit at the agreed upon rate of one percent (1%).

12.3 Billing Documentation. If billings to the Owner require detail support of partner billings of costs to the Joint Venture, each Party shall submit to the Joint Venture, at least five (5) days before billings are to be submitted by the Joint Venture to the Owner under the Contract, documentation, showing amounts claimed due such Party for costs incurred to date. Such documentation shall be in such form as to enable the Joint Venture to meet any billing requirements of the Contract.

12.4 Executive Committee and Management Expenses. Salary, costs and travel expenses of the members of the Executive Committee shall not be reimbursed to the Parties, nor shall salary costs and travel expenses of members of the management of the Parties not directly engaged in the business of the Joint Venture be reimbursed.

12.5 Quarterly Cost Forecasting. The Joint Venture shall provide to each of its members quarterly cost reports no later than the 15th of the third (3rd) month of each quarter (March, June, September and December; such quarterly reports including estimated sums for the last two weeks of each quarter).

ARTICLE 13: TAXES

13.1 General. Taxes and duties levied upon the Joint Venture as an entity, if any, shall be borne by the Joint Venture prior to the repayment of Working Capital or distribution of profits. For income tax purposes, Federal, State, or otherwise, the Parties elect and agree that the Joint Venture shall not be taxed as an entity but each Party shall be taxed separately on its share of the profits of the Joint Venture. Each Party shall be separately responsible for any taxes levied on its receipts from the Joint Venture or otherwise incurred of whatsoever description, and shall indemnify the other Party in respect of its liability therefore.

13.2 Taxation as a Partnership. Neither the Joint Venture nor any Party will take any action which is inconsistent with treatment of the Joint Venture as a partnership for tax purposes.

13.3 Tax Distributions. If not contrary to any Lien Law trust provisions, the Joint Venture will make tax distributions to the Parties in accordance with the following provisions:

(a) The Joint Venture's internal accountants will make interim estimates of the Joint Venture's taxable income recognized during each Fiscal Year. The Joint Venture's internal accountants will then determine the amount and timing of distributions required to provide the Parties with the cash needed to pay estimated income tax liability with respect to such income. Estimated income tax liability for this purpose will take into account the character of such income (as capital gain or ordinary income) and the impact of any net operating losses from any prior Fiscal Year, and will otherwise be based upon a deemed maximum tax rate, which will be equal to the highest marginal rate for corporations for federal income tax or the highest marginal rate for individuals for federal income tax, whichever is applicable, plus an allowance of 5% for state corporate income tax.

(b) The Joint Venture will make estimated tax distributions in cash to the Parties with respect to the Joint Venture's taxable income allocated to them, based on each Party's Proportionate Share of the Joint Venture's taxable income determined under subsection (a) above. If a net increase in the Joint Venture's taxable income is subsequently made because of a tax audit or settlement agreement, appropriate tax distributions will be made with respect to such net increase.

(c) All tax distributions will be treated as an allocation of profits. No tax distributions will be made to any Party with respect to any period during which such Party was a Defaulting Party.

(d) Notwithstanding the foregoing provisions, the Executive Committee may reduce or eliminate any tax distribution to the extent that it reasonably determines that the Joint Venture requires such funds.

13.4 Tax Matters Partner. The Managing Party will be the "Tax Matters Partner" for federal income tax purposes. The Managing Party shall prepare and file all Joint Venture tax returns and reports required under the law on the "percentage of completion" method for reporting income from construction work unless the law requires other methods. Each Party shall be provided draft copies of the Joint Venture's annual Federal and State Partnership Returns, and all necessary financial records including the Joint Venture financial statements, not later than the first day of April of each year. The Tax Matters Partner will provide the other Party final Joint Venture tax returns necessary to prepare its own tax returns not later than the first day of May of each year. The Tax Matters Partner's authority is limited such that it may not intentionally bind the other Party to an audit, administrative adjustment, settlement agreement, and a petition for review of a final partnership administrative adjustment or any change in the Joint Venture's returns as filed that will affect the Parties' tax liabilities without approval by the other Party.

13.5 No Partnership for Non-Tax Purposes. The Parties have formed the Joint Venture with the express intention not to form a general partnership under the laws of any state, but they do intend to qualify as a partnership for tax purposes. The Parties do not intend to be agents one to another, or partners as to any third party. To the extent any Party, by word or deed, represents to another person that any other Party is an agent or that the Joint Venture is a general partnership the Party making such wrongful representation shall be liable to any other Party if it incurs liability by reason of such wrongful representation.

ARTICLE 14: TOOLS, EQUIPMENT AND PERSONNEL

14.1 General. All tools and equipment used in the Work shall be purchased, rented, or leased by the Joint Venture at competitive prices. The Managing Party may purchase, rent or lease such tools and/or equipment in the name of the Joint Venture. Any Party may rent its own tools and equipment to the Joint Venture providing that the terms of this Article are complied with. The Managing Party shall notify the other Party of the need for equipment and allow it the opportunity to furnish equipment to the Joint Venture.

14.2 Executive Committee Approval. Equipment and/or plant to be sold, rented or leased to the Joint Venture by one of the Parties shall require the prior written approval of the Executive Committee. Any such equipment furnished shall be in good working order when delivered to the jobsite. The Joint Venture shall pay for all repairs and maintenance while the equipment is being used on the jobsite to maintain the equipment/plant in good working order. Each Party shall have the option of inspecting such furnished equipment/plant to insure that it is in good working order. On Party-furnished equipment and/or plant, the Joint Venture shall pay the cost of loading and freight to the jobsite, loading for return, and freight from the jobsite, provided the freight-out distance is no further than the freight-in distance.

14.3 Disposition of Tools and Equipment. During the course of the Work and upon completion of the Work, the Managing Party shall determine what part of the plant, equipment, tools and salvageable materials belonging to the Joint Venture are no longer needed for completion of the Contract, and shall dispose of the same in such manner, at such times, and at such prices as the Executive Committee shall determine. In the event the Executive Committee is unable to unanimously agree to a manner, time and price for any such disposition, the plant, equipment, tools and salvageable materials so determined to be surplus shall be disposed of as follows:

(a) The Parties shall employ, at the expense of the Joint Venture, two (2) qualified persons to jointly examine and appraise each such piece of plant, equipment, tools and salvageable materials. A copy of the joint appraisal of the two persons selected shall be sent promptly to each Party. Each Party shall have the right to notify the Joint Venture in writing within ten (10) days of the date of receipt of such appraisal, of which, if any, pieces of plant, equipment, tools and salvageable materials it wishes to purchase at the prices set forth in such appraisal. If more than one Party notifies the Joint Venture of its desire to purchase any such piece of plant, equipment, tools or salvageable materials it shall be awarded to the Party offering the highest price. The other Party having given such notice shall have the opportunity to increase its bid.

(b) Any such piece of plant, equipment, tools or salvageable materials not disposed of pursuant to subparagraph (a) above may be sold by the Managing Party at the appraised value thereof set forth in the appraisal referred to in subparagraph (a).

(c) Any piece of plant, equipment, tools and salvageable materials not disposed of pursuant to subparagraphs (a) or (b), above, shall be distributed by the Executive Committee to the Parties as per their Proportionate Share using the appraised value referred to in subparagraph (a) above.

(d) When a Party has acquired any equipment, etc., pursuant to this Article 14, it shall thereafter be responsible for its prompt removal and care.

14.4 Personnel, Materials, Vehicles and Equipment Furnished to the Joint Venture. All personnel in the employ of any Party who perform any act on behalf of the Joint Venture shall be deemed to be performing work as employees or agents of the Joint Venture, whether such personnel are on the payroll of the Joint Venture or not, and the Joint Venture shall indemnify its Parties for claims by or concerning these personnel. All materials, vehicles and equipment supplied by any Party to the Joint Venture shall be deemed to be the property of the Joint Venture with respect to any liability by or to Parties for injury to property or persons as a result of the use of the materials, vehicles and equipment by or on behalf of the Joint Venture. The provisions hereof shall apply without reference to the method of compensation of such Party by the Joint Venture, and the Joint Venture shall defend and indemnify each Party from any claims, acts, suits, or liabilities against any Party brought by personnel, or by third parties based on the use of personnel or property of such Party by or on behalf of the Joint Venture.

ARTICLE 15: DISTRIBUTION OF ASSETS/LIABILITIES AND ACCOUNTING FOR LIABILITIES

15.1 Periodic Distribution. If not contrary to any Lien Law Trust provisions, the Executive Committee may determine from time to time during the course of the Work, that some of the funds or other assets held and acquired by the Joint Venture should be divided between or paid to the Parties, in accordance with their Proportionate Share. In such event, the Executive Committee may direct the Managing Party to make distribution of such funds or other assets.

15.2 Final Accounting. Upon completion of the Work, receipt of final payment under the Contract and all other accounts receivable including proceeds of the sale of all plant, equipment, tools and salvageable materials and other real or personal property sold in accordance with the provisions herein, and after paying or providing for payment of all known costs and expenses of the Joint Venture and after repayment of all loans of the Joint Venture and after reimbursing the Parties for costs as herein provided and after setting aside such reserves for unsettled claims, demands and other contingencies as the Executive Committee may deem proper and advisable, and after the repayment of all sums advanced for Working Capital, the Executive Committee shall cause a final accounting to be prepared showing the total net profit earned or loss incurred by the Joint Venture. The audited books of account of the Joint Venture shall be conclusive in establishing whether a profit has been realized or a loss sustained and the amount of such profit or loss.

15.3 Distribution of Profit. If such final accounting shall indicate that a net profit has been realized, such profit shall be distributed between the Parties in their Proportionate Share as adjusted in accordance with the terms of this Agreement. When and if the monies set aside as reserves for the payment of unsettled claims and demand and other contingencies are no longer required for the purposes intended, then such monies shall be similarly distributed between the Parties. But, if not contrary to any Lien Law Trust Provisions, prior to the preparation of the final accounting referenced in subparagraph 15.2, the Executive Committee may release and distribute to the Parties, as per their adjusted Proportionate Share any such funds as the Executive Committee deems certain to be part of the net profit of the Joint Venture.

15.4 Accounting for Losses. If the performance of the Contract results in a loss, the Parties shall be obligated in accordance with their respective original Proportionate Shares, for any such loss. Such original Proportionate Share liability of each Party for the bearing of losses shall continue with respect to any claims which, at any time either before or after the completion of the Contract, shall be made by third parties arising out of or against the Joint Venture.

ARTICLE 16: TERMINATION AND DEFAULTS

16.1 Financial Defaults. If any Party (the "Defaulting Party") shall:

- (a) commit an act of bankruptcy; or
- (b) become bankrupt; or
- (c) have entered against it an order or be the subject of a resolution for the winding-up or other termination of its existence; or
- (d) have a liquidator, receiver or receiver-manager of its business be appointed;

then, unless prevented by law, the Defaulting Party's interest in the Joint Venture shall forthwith terminate.

16.2 Performance Related Defaults. If any Party (the "Defaulting Party") shall default in any of its obligations under this Agreement including, without limiting the generality of the foregoing, refusing or failing to provide an adequate number of project personnel with the required technical knowledge and skill (in number approximately equal to a Party's interest in the Joint Venture as applied to the total number of project personnel required for the Project); failing to contribute its share of Working Capital (as provided for in Article 7); violate Article 18 Assignment, or committing any other breach of this Agreement, then the other Party (the "Non-Defaulting Party") may give written notice of termination to the Defaulting Party specifying the event of default or breach (the "Cure Notice").

16.3 Opportunity to Cure Default. In the event that the Defaulting Party does not cure its default within seven (7) calendar days after receipt of the Cure Notice, the Defaulting Party's interest in the Joint Venture shall forthwith terminate. Notwithstanding the foregoing, the Defaulting Party's interest in the Joint Venture shall not terminate, if the event of default specified in the Cure Notice is incapable of being cured within seven (7) days, and if the Defaulting Party timely commences to cure such default within seven (7) days after receipt of the Cure Notice and thereafter diligently and continuously proceeds to cure such default. However, a default arising out of financial circumstances or failure to pay moneys due, may not be cured after a date seven (7) days from receipt of the Cure Notice.

16.4 Some Consequences of Termination of Defaulting Party's Interest. Upon termination of the Defaulting Party's interest in the Joint Venture:

- (a) the Non-Defaulting Party may take over and complete the Work;
- (b) the Defaulting Party shall have no entitlement to share in any of the profits of the joint venture, whether previously forecasted or later realized by way of improved performance or claim and/or change order recovery.
- (c) the Defaulting Party shall have no right to participate in the management or operation of the Joint Venture;
- (d) the Defaulting Party shall continue to be liable for all existing and future losses and liabilities of the Joint Venture including liabilities to the Non-Defaulting Party for Working Capital under Article 8 hereof, in accordance with its original Proportionate Share; and
- (e) the Defaulting Party shall only be entitled to the return of its contributions to Working Capital upon completion of the Work and after payment of all liabilities due and owing from it to the Non-Defaulting Party and to the Joint Venture.

16.5 Indemnification. Upon the termination of the Defaulting Party's interest in the Joint Venture, the defaulting Party shall defend, indemnify and hold harmless the Non-Defaulting Party for any loss, claims or liabilities which the Non-Defaulting Party may incur arising out of default or breach of the Defaulting Party. The Defaulting Party further agrees to pay all legal expenses incurred by the Non-Defaulting Party to protect

its interest or defend any action arising out of the acts or failure to act of the Defaulting Party, and to enforce this Agreement, including court costs and disbursements and attorney's fees.

16.6 Non-Exclusive Remedies. The remedies herein provided in this Article 16 shall be in addition to, and shall not limit, any remedies the Non-Defaulting Party and/or the Joint Venture may have at law or in equity or otherwise.

ARTICLE 17: DISSOLUTION AND WINDING UP

17.1 Dissolution. The Joint Venture shall be dissolved and its affairs wound up, upon the first to occur of the following events (Dissolution Events):

- (a) the expiration of the term as provided in subparagraph 1.5 or elsewhere herein;
- (b) the unanimous written consent of the Parties; and
- (c) entry of a decree of judicial dissolution.

17.2 Effect of Dissolution. Upon dissolution, the Joint Venture shall cease carrying on its business, except for the winding up of the Joint Venture's business, which shall continue until the winding up of the affairs of the Joint Venture are completed.

17.3 Distribution of Assets on Dissolution. Upon the winding up of the Joint Venture, the Joint Venture property shall be distributed by the Executive Committee in the following order:

- (a) to creditors to the extent permitted by law, in satisfaction of the Joint Venture liabilities and the expenses of liquidation;
- (b) to the setting up of any reserves that are reasonably necessary for any contingent, conditional or unmatured liabilities or obligations of the Joint Venture;
- (c) to the repayment of any loans or advances to the Joint Venture that may have been made by any Party. Payment will be made proportionately if the amount available for repayment is insufficient for payment in full of all loans;
- (d) In repayment of Working Capital to the Parties in accordance with their adjusted Proportionate Shares.
- (e) To the Parties in accordance with their adjusted Proportionate Shares.

17.4 Deficit Capital Account. A deficit balance in a Party's Proportionate Share of Working Capital after dissolution of the Joint Venture, shall be repaid by such Party to the Joint Venture no later than ninety (90) days after the dissolution.

17.5 Completion of Winding Up. The winding up of the Joint Venture shall be completed when all debts, liabilities, and obligations of the Joint Venture have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Joint Venture have been distributed to the Parties.

ARTICLE 18: SUCCESSORS AND ASSIGNMENT

18.1 Assignment. Each Party is entering into this Agreement in reliance upon the other Party being and remaining a Party to this Agreement. No Party to this Agreement shall, directly or indirectly, sell, transfer, assign, pledge, dispose of or hypothecate its rights, interest or obligations hereunder, whether directly or by merger with or acquisition by another entity, or any part thereof, in the Joint Venture or in the Contract or in this Agreement or in any property or monies of the Joint Venture, except with prior written consent of the other Party, and such consent shall not be unreasonably withheld, and with the prior written

consent of the Owner if required by the Contract. A "Change in Control" shall be deemed to be a sale, transfer assignment, pledge, disposition or hypothecation requiring prior written consent of the other Party hereto. As used herein, a "Change in Control" of a Party shall be defined as any transfer or Equity Transfer that results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the Party. "Equity Transfer" shall be defined as any assignment, mortgage, encumbrance, conveyance, sale or other transfer of direct or indirect equity interest in the Party. For the avoidance of doubt, use of what is referred to as a "reverse triangular merger" shall not be construed to relieve the duty to obtain prior written consent that is otherwise required hereunder. The prohibition against assignment without prior written consent shall equally apply to any Change in Control or Equity Transfer in relation to a Party's parent company relative to the Cross Guarantee and Indemnification Agreement or parent company guarantee, as applicable.

18.2 Void Dispositions. Any attempted sale, transfer, assignment, pledge, disposition or hypothecation of a Party's Joint Venture interest, or any part thereof, not in compliance with this Article 18 is null and void and shall be a breach of this Agreement resulting in the Party effecting such unauthorized transaction remaining liable for all obligations assumed herein. Moreover, any Change in Control or Equity Transfer of a parent to a Party without prior written consent, which shall not be unreasonably withheld, shall be deemed a default by the Party in question hereunder.

ARTICLE 19: DISPUTE RESOLUTION

19.1 Negotiation. Any dispute or difference arising out of or relating to the Work or in connection with this Agreement shall, if not resolved by the Executive Committee, be resolved or compromised by good faith negotiation at the Chief Executive Officer level of the Parties. If, after the Parties have met at the Chief Executive Officer level on at least two separate occasions, the matter is not resolved, or if one Party refuses to negotiate, then the dispute or difference shall be determined in litigation.

19.2 Litigation. Any dispute, or any controversy or claim arising out of or relating to this Agreement or the breach thereof, which is not adjusted or disposed of by mutual agreement of the Parties, shall be determined in litigation, exclusively in the state or federal courts located in the state and county where Project is located or any other place mutually agreed upon by each of the Parties. The Parties agree to submit to the jurisdiction of said courts and to accept service by nationally recognized overnight mail of any process issued out of said courts notwithstanding that said Party may then be located outside the jurisdiction of said courts.

ARTICLE 20: INDEMNITY AND EXCULPATION

20.1 Indemnity. As elsewhere provided herein, it is the intention of the Parties that all losses incurred by the Joint Venture shall be shared by the Parties in accordance with their original Proportionate Shares, whether or not such losses are caused or contributed to by any of the Parties hereto, the Managing Party, the Project Manager, the members of the Executive Committee or any of the Parties' respective directors, officers or employees, except as provided in subparagraph 20.2. Each Party shall indemnify and hold harmless the other from losses or expenses in excess of their Proportionate Share.

20.2 Exculpation. In connection with or in carrying out its or his duties or responsibilities assumed in this Agreement or under the Contract, neither the Parties, the Managing Party, the Project Manager, the members of the Executive Committee nor their respective directors, officers, and employees shall be liable to the Joint Venture or any of the Parties for their own acts or omissions, whether or not such acts or omissions were negligent, provided that such acts or omissions did not constitute intentional misconduct or were not committed in bad faith.

ARTICLE 21: GOVERNING LAW

21. Governing Law. The interpretation of this Agreement and the determination of any and all disputes arising out of or relating to this Agreement, or the enforcement thereof, shall be in accordance with the laws of the state where Project is located.

ARTICLE 22: LEGAL COUNSEL

22.1 General. The Managing Party, shall retain legal counsel for use in connection with any matters of concern to the Joint Venture which may require legal counsel or assistance, as determined by and subject to the approval of the Executive Committee. The expense of legal counsel shall be borne by the Joint Venture.

22.2 The Client. Such legal counsel shall represent the Joint Venture and shall not represent the individual interest of any Party relating to the Joint Venture, the Contract, the Work or this Agreement without the consent of the other. If separate counsel is required to represent the interests of any Party, such Party shall be solely responsible for selecting and compensating its legal counsel.

ARTICLE 23: NOTICE

23.1 Method of Notice. Any demand, notice or other communication to be given to the Joint Venture in connection with this Agreement or to be otherwise given under this Agreement shall be given in writing and shall be given by personal delivery, by overnight mail, postage prepaid, or by fax addressed to the recipients as follows:

	<u>ENTITY</u>	<u>ADDRESS</u>
a)	TO: Joint Venture	1995 Agua Mansa Rd Riverside, CA 92509 Attn: James Bailey
b)	TO: SKANSKA	1995 Agua Mansa Rd Riverside, CA 92509 Attn: James Bailey
c)	TO: FLATIRON	14726 Ramona Ave., Suite 300 Chino, CA 91710 Attn: Brian Freund

23.2 Effective Date of Notice. Any communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by overnight mail on the second (2nd) business day following the date it is sent or if given by fax, on the day of transmittal thereof.

ARTICLE 24: OWNERSHIP AND USE OF DOCUMENTS

24.1 General. Intellectual property and instruments of service prepared for the Project shall remain the property of the contributing Party. No other Party shall use or reproduce such documents for its own benefit without the written consent of the contributing Party. The contributing Party shall retain its common law and statutory rights in such documents; however, the non-contributing Party shall have a perpetual, non-exclusive license to continue to use, and authorize others to use, such documents as necessary to perform the Work of the Joint Venture, subject to the obligation of confidentiality set forth in Article 24.3, below.

24.2 Publicity. Unless required by law, no Party will release any advertisement, press release or public statement which involves the other Party or the Joint Venture without Executive Committee approval.

24.3 Confidentiality. To the extent of their respective rights and abilities to do so, the Parties shall exchange such information and data as are reasonably required of each to perform its obligations under this Agreement and the Contract. All technical information, information systems and confidential business information which is received by a party (the "Receiving Party") from another Party (the "Transmitting Party") under this Agreement and identified in writing as confidential or proprietary, whether in hard copy or

electronic form, ("Confidential Data") shall not be disclosed to other persons except as provided herein. Confidential Data may be disclosed, on a "need to know" basis, (i) to an employee of a Receiving Party or its Affiliates and (ii) subject to a confidentiality agreement, to a subcontractor or supplier or prospective subcontractor or supplier. The restrictions on the disclosure of Confidential Data shall not apply to the extent such data (a) were in the public domain at the time of disclosure or later came under the public domain, (b) were known to the Receiving Party at the time of the disclosure, (c) are authorized for disclosure by the written approval of the Transmitting Party, (d) are not unlawfully derived by the Receiving Party from a source other than the Transmitting Party without restriction as to the use or disclosure of the data, or (e) are independently developed by the Receiving Party without recourse to any Confidential Data provided under this Agreement. The Parties shall not be restricted in any way from releasing information in response to a subpoena, court order or legal process, but shall notify the Transmitting Party of the demand for information before responding to such demand. The foregoing restrictions shall cease to apply five years after the termination of this Agreement.

ARTICLE 25: MISCELLANEOUS

25.1 Interpretation. The captions and headings used herein are for convenience and reference only and shall not limit or expand, or be referred to in interpreting or construing the provisions hereof. Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or body politic or corporation and vice versa where the context so requires. To the extent that the Whereas clauses and recitals contained in this Agreement can be construed to embody a contractual right or obligation, they shall be binding upon the Parties hereto.

25.2 Further Assurances. Each Party shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the Joint Venture or other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

25.3 Time of the Essence. Time shall be of the essence of this Agreement.

25.4 Unenforceability. Unenforceability of any part of this Agreement shall affect that part of this Agreement only and the rest of this Agreement shall remain in force and unaffected.

25.5 Code of Conduct & Business Ethics.

Code of Conduct: The Joint Venture hereby adopts the Skanska Code of Conduct ("Code") dated May 2016, and the Supplier Code of Conduct (as applied to Suppliers), dated May 2016 ("Supplier Code"), which are made a part hereof, are incorporated by reference herein and are available at: <http://www.usa.skanska.com/about-skanska/our-core-values/code-of-conduct> (the Code and Supplier Code are referred to herein collectively as the "Code").

The Parties also agree to adopt the HOCHTIEF Aktiengesellschaft Code of Conduct for Business Partners set forth at:

https://www.hochtief.com/fileadmin/aktivitaeten/geschaeftpartner/EN_Code_of_Conduct_fuer_Vertragspartner.pdf

The Parties agree to carry out all aspects of the work contemplated by this Agreement consistent with the terms of these Codes. Skanska's Code includes, without limitation, the following policies: (i) Antitrust Policy; (ii) Scrap Metal Policy; (iii) Avoiding Conflicts of Interest Policy; (iv) Political Contributions Policy; (v) Engaging Intermediaries Policy; (vi) Corporate Community Investment (CCI) Policy; and (vii) Anticorruption Policy. All of the foregoing policies are available for review on the Joint Venture sharepoint site, if any, and copies of same will be provided upon request. Each Party hereto represents and agrees that all of its employees and all vendors and suppliers to the Joint Venture have received and reviewed the Code(s) and Supplier Code, as applicable, and agree to adhere to same in connection with all Work performed in connection with this Joint Venture. In the event an employee is found by the Managing Partner to have violated either of the Codes, the Managing Partner shall have the right, in addition to such other rights provided in this Agreement or at law or in equity, to remove such employee from performing any further

work in connection with the Project. The Parties hereto agree that this Article 25.5 is a material term of this Agreement and that the failure of a Party to comply with same shall be grounds for the declaration of a default and/or termination of this Agreement. In the event that a Party hereto elects to declare a default without terminating this Agreement for a breach of either of the Code(s), the breaching Party shall take the necessary corrective action to cure the breach in question and rehabilitate any damage to the other Party and/or the Joint Venture flowing therefrom. Despite any contrary provision contained in this Agreement, a Party that materially breaches the obligations set forth in this Article 25.5 shall indemnify, defend and hold harmless the other Party from and against any damages, penalties or other liabilities arising from or in connection with such material breach. All Joint Venture employees and employees of either JV member assigned to the Joint Venture at the outset of the Project shall undergo Code(s) training as applicable within ninety (90) days of the start of the Project. All Joint Venture employees and employees of either JV member (whether initially assigned to the Project or added to the staff after the initial training) shall undergo Code(s) training as applicable every twenty-four (24) months for the duration of the Project (training to be offered on an annual basis).

(b) **Business Ethics:** The Joint Venture and all personnel shall conduct their business operations consistent with the highest ethical standards. All Joint Venture employees and employees of either member assigned to the Joint Venture at the outset of the Project shall undergo Business Ethics training within ninety (90) days of the start of the Project. All Joint Venture employees and employees of either JV member (whether initially assigned to the Project or added to the staff after the initial Code training) shall undergo Code training every twenty-four (24) months for the duration of the Project (training to be offered on an annual basis).

25.6 No Third Party Beneficiaries. Other than by the Joint Venture itself, none of the terms of this Agreement is intended to be enforceable by any third party and nothing contained herein shall be construed to give any rights or benefits under this Agreement to any person or entity other than the Parties hereto. The Parties mutually agree that the Joint Venture may seek to enforce a Party's obligations hereunder including, without limitation, a Party's obligation to make Working Capital Contributions to the Joint Venture.

25.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties in regard to the subject matter hereof, and it supersedes and is not subject to any other oral or written proposals, agreements or understandings whatsoever, and may only be subsequently supplemented or amended by a written agreement subscribed by the Parties.

25.8 Informed Consent. The Parties acknowledge they each have sought and received independent legal advice regarding the ethical rules governing venturers providing legal advice to a joint venture. The Parties agree no current conflicts-of-interest exist with regard to in-house counsel for the Parties simultaneously providing legal services to the Joint Venture and consent to such an arrangement on their own behalf and on behalf of the Joint Venture. The Parties further waive any potential conflicts-of-interest that could exist or arise as a result of in-house counsel for the Parties providing legal services to the Joint Venture while simultaneously representing a Party.

25.9 No Representation of Co-Venturers. The Parties agree that no attorney-client relationship will be created between a Party and in-house counsel for any other Party as a result of legal services being provided to the Joint Venture by any Party. The Parties consent and agree that information and confidences relevant to the representation of the Joint Venture may be shared by in-house counsel with their Party-employers.

25.10 FMLA Policy. The Joint Venture hereby adopts, as to the employees of the Joint Venture, the Family and Medical Leave Act Policy attached hereto as Exhibit D.

25.11 Anti-Harassment Policy. The Joint Venture hereby adopts, as to the employees of the Joint Venture, the Anti-Harassment Policy attached hereto as Exhibit E.

25.12 EEO Policy. The Joint Venture hereby adopts, as to the employees of the Joint Venture, the EEO Policy attached hereto as Exhibit F.

25.13 Employment Policies. The parties agree that the employees of the Joint Venture shall be subject to the policies contained in sections 25.10, 25.11 and 25.12 above and such other policies and/or programs that may be adopted, ratified, approved and/or amended by the Joint Venture. Employees of the respective Joint Venture Partners shall be subject to the policies and programs of their respective employers.

25.14 Anti-Corruption. Each Party represents and warrants to the other Party that no payment, offer, gift, consideration or benefit of any kind that constitutes an illegal or corrupt practice has or will be made to anyone, either directly or indirectly, as an inducement or reward for the award, execution or subsequent modification of the Owner Contract or as an inducement or reward for anyone acting or forbearing action on behalf of the Owner in connection with the administration of the Owner Contract. Furthermore, neither Party or its employees or agents shall do anything in the way of making any illegal or corrupt payment or conveyance of any benefit or any other thing of intrinsic monetary value to any elected or appointed public official or any other person charged with a public duty in connection with the administration or performance of the Owner Contract. Any violation of this provision shall be a material breach of this Agreement.

25.15 Sanctions. Each Party represents and warrants that neither are presently subject to any economic, humanitarian or political sanction, restrictive measure or similar adverse ruling or status determination issued by the United States Government (including those by the U.S. Dept. of the Treasury's Office of Foreign Assets Control (OFAC) and the U.S. Department of State), the United Nations Security Council and/or the European Union (collectively "Sanctions"). In the event either Party hereafter becomes subject to Sanctions, that Party shall immediately notify the other of the circumstances surrounding same. A Party's violation of the representation and warranty against Sanctions as of the date of this Agreement shall constitute sufficient grounds for default and termination for cause pursuant to Article 16 hereunder with the right to declare such a default and termination being at the sole discretion of the other Party. In the event a Party becomes subject to Sanctions after the date of this Agreement, such event shall be deemed sufficient grounds for the other Party to formally terminate this Agreement on notice, said termination being at the sole discretion of the other Party. To the extent a termination occurs after the date of this Agreement due to a Party later becoming subject to Sanctions, the Party exercising such termination right shall be entitled to recover from the terminated Party all increased costs incurred as a result of the termination in completing the obligations of the Joint Venture.

25.16 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

25.17 Licensing. Each Party shall process and submit its contractor's license renewal application within 10 days of receipt of the renewal application from the licensing board, and provide written confirmation to the Managing Party upon submission. Each Party shall renew its workers' compensation insurance at least 21 calendar days before the expiration date, and provide written confirmation to the Managing Party upon renewal.

IN WITNESS WHEREOF the Parties hereto have executed this agreement the date first above written

Party: ~~SKANSKA USA~~ **SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC.**

By:



Name:

Michael Aparicio

Title:

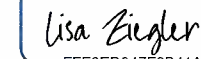
EVP

Date:

August 3, 2022

Party: ~~FLATIRON WEST, INC.~~ **FLATIRON WEST, INC.**

By:



Name:

Lisa Ziegler

Title:

VP, Division Finance Manager

Date:

August 3, 2022

Party: ~~FLATIRON WEST, INC.~~ **FLATIRON WEST, INC.**

By:



Name:

Ural Yal

Title:

Senior Vice President

Date:

August 3, 2022

EXHIBIT A**CROSS GUARANTEE AND INDEMNIFICATION AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made the 11th day of July, 2022 by and among Skanska USA Civil Inc. ("Skanska Indemnitor") and Flatiron Construction Corp. ("Flatiron Indemnitor") (collectively "Skanska Indemnitor" and "Flatiron Indemnitor" are referred to herein as the "Guarantors" or "Indemnitors"), and Skanska USA Civil West California District Inc. ("Skanska Subsidiary"), Flatiron West, Inc. ("Flatiron Subsidiary") (collectively, the "Partners") (Indemnitors and Partners are collectively referred to herein as the "Parties");

WHEREAS, Skanska USA Civil West California District Inc. is a subsidiary of Skanska Indemnitor, and Flatiron West, Inc. is a subsidiary of Flatiron Indemnitor; and

WHEREAS, the Partners have formed Skanska-Flatiron A Joint Venture, (the "Joint Venture") for a project identified as Airfield & Terminal Modernization Program (ATMP) Landside Improvements Project (the "Project"). The Partners entered into a joint venture agreement dated July 11, 2022, which regulates the Partners' obligations as participants in the joint venture (the "JV Agreement"). The term JV Agreement is also used herein to refer to such agreement as the same may be amended from time to time; and

WHEREAS, the Joint Venture has prepared a proposal for the Project and if selected will enter into a progressive design-build contract with the Los Angeles World Airports (the "Contract"). The Partners intend to be jointly and severally liable for all Joint Venture obligations under the Contract; and

WHEREAS, the JV Agreement states that in case one of the Partners have paid any claim or sustained any liability on behalf of the Joint Venture, it shall have the right to recoup such payment or liability from the other Partners to the extent that the amount exceeds the agreed Share of Losses.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties each agree as follows:

Each Guarantor and Partner may assert any cause of action or defense, objection or set-off to its liability under this Guarantee as its subsidiary would be able to assert if the other Partners and/or Guarantors were to bring an action against such subsidiary directly (except those defenses arising as a result of insolvency, bankruptcy or any enforcement of any provision of this Agreement or the Project Guarantee). Each Guarantor and Partner has an independent obligation to the other Guarantor and the Partners under this Guarantee, and no Guarantor or Partner shall be relieved of its obligations as stated herein by any liquidation, dissolution, bankruptcy, reorganization, or similar proceedings of, or by its subsidiary. Each Guarantor and Partner agrees that the guarantee provided in Exhibit B, the Parent Company Guarantee, is a guarantee of performance and not merely a guarantee of payment or collection.

The Flatiron Indemnitor hereby agrees to indemnify and hold harmless the Skanska Subsidiary from and against any loss, expense, which the Skanska Subsidiary incurs beyond its Proportionate Share, and for which the Flatiron Subsidiary is responsible under the JV Agreement. The Skanska Indemnitor hereby agrees to indemnify and hold harmless the Flatiron Subsidiary from and against any loss, expense, which the Skanska Subsidiary incurs beyond its Proportionate Share, and for which the Flatiron Subsidiary is responsible under the JV Agreement. Each Guarantor and each Partner hereby agrees to indemnify and hold harmless the other Guarantors and each Partner, and not be entitled to recover its Proportionate Share, from and against any loss, expense, damage, or injury suffered or sustained by such indemnitees by reason of any activities or obligations of its subsidiary herein, or its subsidiary's employees, agents, or representatives, in connection with the JV Agreement, the Parent Guarantees, the Project Guarantee or the Contract: (a) which, nevertheless, are conducted outside the scope of the JV's business and affairs; (b) which are in breach of the JV Agreement, or (c) which are a result of gross negligence, or intentional misconduct; in each case including but not limited to, any judgment, award, settlement, reasonable

attorney's fees and other costs or expenses incurred in connection with the defenses of any actual or threatened action, proceeding or claim.

In the event any Indemnitor or Partner asserts that it has incurred or paid any third party liability, or incurred or paid any cost or loss, in excess of its or its subsidiary's Share of Losses pursuant to the JV Agreement, that Indemnitor or Partner may pursue contribution from the other Indemnitor and Partner.

Nothing in this Agreement shall be deemed to create any greater liability on any Indemnitor as to quantum, specie or duration of liability or obligation than its subsidiary has to the Partners under the JV Agreement and Amendments to the JV Agreement.

Each Indemnitor and Partner waives any and all requirements that the Indemnitors or the Partners must institute any action or proceeding, at law or in equity, against the Partners or against any other party or parties with respect to the JV Agreement, as a condition precedent to bringing any action based on this Agreement. All remedies afforded by reason of this Agreement are separate and cumulative remedies and no one of such remedies shall be deemed to be an exclusion of any one of the other remedies available to any Indemnitor or Partner and shall not in any way limit or prejudice any other legal or equitable remedy which any of them may have. Notwithstanding the above, before bringing an action or proceeding, at law or in equity, the Parties bringing the action must follow the negotiation requirements in the JV Agreement prior to filing an action or proceeding.

The Indemnitors and Partners further agree that they shall not be released from their obligations hereunder by reason of any amendment to or alteration of the terms and conditions of the JV Agreement or Contract; it being the intention that the Parties hereto shall remain fully liable hereunder, notwithstanding any such amendment, alteration or delay.

The obligations under this Agreement shall be continuing and remain in full force and effect until each and every obligation hereby assumed shall have been fully paid or performed whereupon all obligations under this Agreement shall expire. The Agreement shall terminate upon the Parties' full satisfaction of their obligations arising under the JV Agreement and upon the expiration of all applicable statutes of limitations and statutes of repose with respect to any action that may be brought in connection with the Project, whichever is later, unless otherwise agreed by the Parties.

Any Indemnitor or Partner shall be required to give 14 days' written notice to the Indemnitors and Partners, attention General Counsel, at the addresses set forth at the beginning of this Agreement (notice to the Skanska Guarantor should also be sent to Skanska Financial Services AB (publ), Elisabeth Berg, elisabeth.berg@skanska.se, and notice to Flatiron Indemnitor should also be sent to Flatiron Corporate Legal Department at legaldepartment@flatironcorp.com), prior to initiating dispute resolution steps for enforcement of this Agreement. Said notice shall provide sufficient detail for the Indemnitor or Partner against whom enforcement may be sought to understand the alleged default and the cure allegedly required. If the default is not cured within said 14 day period but the Party receiving such notice, provides notice to the other Indemnitors and Partners acknowledging the default, identifying the reasons why the default cannot be cured in the 14 day period, and promptly starts and diligently continues to pursue cure of the default, no steps for enforcement of this Agreement may be initiated.

This Agreement shall, in all respects, but in particular its existence, validity and enforcement, be governed by, construed and interpreted in accordance with the laws of the state identified in the JV Agreement including all matters of construction, validity and performance, without regard to the conflict of law principles included therein or to any multi-lateral or bi-lateral international treaties. All disputes arising out of or with respect to this Agreement shall be resolved exclusively by the courts of the state identified in the JV Agreement. Each Party hereby accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of these courts state identified in the JV Agreement. Each Party knowingly, voluntarily and upon consultation with counsel hereby agrees to waive any right it may have to a trial by jury of any disputes arising from or relating to this Agreement, to the greatest extent permitted by applicable law, and agrees that any dispute arising from or relating to this Agreement shall be before a judge sitting without a jury, unless otherwise agreed by the Parties or as otherwise specified in the JV

Agreement. The Indemnitors and the Partners may consolidate their claims against other Parties hereto and all such consolidated claims may be initiated and resolved in the same litigation.

Guarantors waive any right to contest (i) any final judgment or final award, including appeals, rendered in accordance with the dispute procedure provided for in the JV Agreement or in any applicable Project Guarantee; (ii) paying its subsidiary's share of judgments against the Partners rendered under the dispute resolution process provided for in the Contract, including applicable appeals processes or in any applicable Project Guarantee; or (iii) paying its subsidiary's share of judgments or awards against the Partners arising from third party litigation, by employing any independent defense or immunity available to Guarantor under the laws of the United States, the laws of its home jurisdiction, or under any bi-lateral or multi-lateral treaty to which the United States and the Guarantor's home jurisdiction are or may become parties.

If any provision of this Agreement is held to be void or unenforceable, all other provisions shall remain unaffected and be unenforceable. Each Party expressly waives its right to void or terminate this Agreement as a result of failure to comply with any legal formality related to a Party's organizational structure, business charter, licensing or stated business purposes, or with legal formalities regarding execution of this Agreement, public filing or recording of this Agreement, express notice to, or from third parties concerning this Agreement.

No benefits or rights under this Agreement are intended to be given to any third party. There are no third party beneficiaries to this Agreement.

Each Party represents and warrants: (i) the execution, delivery, and performance of this Agreement has been duly authorized and this Agreement is legal, valid, and binding upon such Party; (ii) the Parties and the person executing this Agreement on behalf of such Party have legal capacity to make and execute this Agreement; (iii) a Party is not party to any agreement or covenant, in particular any performance security agreement or other parental guarantee, which precludes or restricts such Party's capacity to make this Agreement; and (iv) each Party makes this Agreement having knowledge and belief that it, and any judgments arising therefrom, are legally enforceable under the laws of the jurisdiction in which it is domiciled.

Sale, Assignment and Change in Control of a Guarantor: No Guarantor to this Agreement shall, directly or indirectly sell, transfer, assign, pledge, dispose or hypothecate its rights, interest or obligations hereunder, whether directly or by merger with or acquisition by another entity, or any part thereof, without the prior written consent of all other Parties to this Agreement and such consent shall not be unreasonably withheld. A "Change in Control" shall be deemed to be a prohibited sale, transfer assignment, pledge, disposition or hypothecation requiring prior written consent of the other Parties hereto. As used herein, a "Change in Control" of a Guarantor shall be defined as any transfer or Equity Transfer that results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the Guarantor. "Equity Transfer" shall be defined as any assignment, mortgage, encumbrance, conveyance, sale or other transfer of direct or indirect equity interest in the Guarantor. For the avoidance of doubt, use of what is referred to as a "reverse triangular merger" shall not be construed to relieve the duty to obtain prior written consent that is otherwise required hereunder. Regardless of any sale, assignment or Change in Control undertaken in violation of the terms, Guarantor shall remain liable for all obligations assumed hereunder notwithstanding.

This Agreement and any rights or benefits hereunder, in whole or in part, are not assignable by a Party without the express written consent of all of the other Parties.

This Indemnification Agreement is executed as of this 11th day of July 2022.

Skanska USA Civil Inc.

By: _____

Title: _____

Date: _____

Skanska USA Civil West California District Inc.

By: _____

Title: _____

Date: _____

Flatiron Construction Corp.

By: _____

Title: _____

Date: _____

Flatiron West, Inc.

By: _____

Title: _____

Date: _____

EXHIBIT B

FORM OF PARENT COMPANY GUARANTEE TO JV MEMBERS

GUARANTEE

THIS GUARANTEE ("Guarantee") is made and entered into as of the 11th day of July 2022, by Flatiron Construction Corp. ("Guarantor") for the benefit of Skanska USA Civil West California District Inc. ("Beneficiary") (collectively "the Parties").

WHEREAS, Guarantor is the parent company of Flatiron West, Inc.;

WHEREAS, Beneficiary and Flatiron West, Inc. have entered into a Joint Venture Agreement dated July 11, 2022 (the "JV Agreement"), which JV Agreement is by reference made a part hereof as though set forth in full to create a joint venture (the parties to the joint venture collectively being called the "Joint Venture");

WHEREAS the Joint Venture intends to enter into a contract with an entity known as the Los Angeles World Airports to perform certain design and construction services in connection with the project known as the Airfield & Terminal Modernization Program (ATMP) Landside Improvements Project at Los Angeles International Airport (LAX) (the "Project");

WHEREAS, pursuant to the terms of the JV Agreement, each member of the joint venture has agreed to provide a parent company guarantee to the other member whereby its designated parent company will guarantee all of that member's obligations arising under the JV Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Beneficiary's entering into the JV Agreement with Flatiron West, Inc., receipt of a reciprocal Guarantee from Skanska USA Civil, Inc., the parent corporation of Beneficiary, and such other good and valuable consideration, the receipt and sufficiency of which is acknowledged herein, the Parties hereto agree as follows:

1. Guarantor hereby guarantees to Beneficiary, that Flatiron West, Inc. shall promptly, faithfully and fully complete all of its obligations arising under the JV Agreement in accordance with its terms and conditions.
2. The Guarantee shall be a continuing guarantee and is to be irrevocable and to remain in full force and effect as long as Flatiron West, Inc. or its successors or assigns shall be obligated to Beneficiary under the terms of or as a consequence of the JV Agreement. The Guarantee shall terminate upon Flatiron West, Inc. or Guarantor's full satisfaction of Flatiron West, Inc.'s obligations arising under the JV Agreement and upon the expiration of all applicable statutes of limitations and statutes of repose with respect to any action that may be brought in connection with the Project, unless otherwise agreed by the Parties.
3. This Guarantee shall be effective notwithstanding any bankruptcy, insolvency or other legal disability (whether voluntary or involuntary) of Flatiron West, Inc. or any of its successors or assigns and the judgement or any court or arbitration panel having jurisdiction over Flatiron West, Inc. or any of its successors or assigns; any limitation or modification of the liability of Flatiron West, Inc. pursuant to the operation of any present or future federal or state statute or rule with respect to bankruptcy, insolvency or similar statutes; the dissolution of Flatiron West, Inc.; or any failure or lateness of notice to Flatiron West, Inc. or Guarantor (other than notice to Guarantor required by Paragraph 5 below);

or any invalidity or unenforceability of the JV Agreement; or any modification of the JV Agreement which shall in every respect be binding and conclusive against Guarantor.

4. If Flatiron West, Inc. fulfils all obligations under the JV Agreement, Guarantor shall have no obligation under this Guarantee
5. If there is no failure by Beneficiary, which has neither been remedied nor waived, to perform its obligations under the JV Agreement, Guarantor's obligation under this Guarantee shall arise after:
 - 5.1 Beneficiary has notified Flatiron West, Inc. and Guarantor at the addresses described in Paragraph 11 that Beneficiary believes Flatiron West, Inc. has failed (which failure has neither been remedied nor waived) to fulfil its obligations under the JV Agreement ("a Flatiron West, Inc. Default") and Beneficiary has requested and attempted to arrange a conference with Flatiron West, Inc. and Guarantor to be held not later than twenty (20) days after such notice to discuss methods of Flatiron West, Inc.'s fulfilment of all obligations arising under the JV Agreement. Flatiron West, Inc. shall be allowed a reasonable time to fulfil its obligations under the JV Agreement, but allowing this reasonable time shall not waive Beneficiary's right, if any, subsequently to declare a Flatiron West, Inc. Default; and
 - 5.2 Beneficiary has declared a Flatiron West, Inc. Default. Such a Flatiron West, Inc. Default shall not be declared earlier than twenty (20) days after Flatiron West, Inc. and Guarantor have received notice as provided in Paragraph 5.1, and a reasonable time for Flatiron West, Inc. to fulfil its obligations under the JV Agreement.
6. When Beneficiary has satisfied the conditions of Paragraph 5, Guarantor shall promptly and at Guarantor's expense take one of the following actions:
 - 6.1 Arrange for Flatiron West, Inc. to fulfil all obligations under the JV Agreement; or
 - 6.2 Undertake to fulfil all of Flatiron West, Inc.'s obligations under the JV Agreement or
 - 6.3 Waive its right to arrange for Flatiron West, Inc. to fulfil or to undertake to fulfil all obligations itself, and with reasonable promptness under the circumstances:
 - 6.3.1 After investigation, determine the amount for which it may be liable to Beneficiary and, as soon as practicable after the amount is determined, tender payment therefor to Beneficiary; or
 - 6.4. Deny liability in whole or in part and notify Beneficiary citing reasons therefor.

7. If Guarantor does not proceed as provided in clause 6 with reasonable promptness, Guarantor shall be deemed to be in default of this Guarantee twenty (20) days after receipt of an additional notice from Beneficiary demanding that Guarantor perform its obligations under this Guarantee and Beneficiary shall be entitled to enforce any remedy available to Beneficiary. If Guarantor has denied liability, in whole or in part, without further notice, Beneficiary shall be entitled to enforce any remedy available to Beneficiary. Notwithstanding anything to the contrary stated elsewhere herein or in the JV Agreement and in the event Guarantor defaults in its obligations hereunder, Beneficiary shall be entitled to recover all costs and expenses (including attorneys' fees) incurred in enforcing its rights hereunder. In the event Guarantor is determined to not have been in default in its obligations hereunder, Guarantor shall be entitled to recover all costs and expenses (including attorneys' fees) incurred in enforcing its rights hereunder and defending against Beneficiary's claims.
8. If Flatiron West, Inc. has been found to be in default of its obligations under the JV Agreement, then Guarantor shall be responsible for all reasonable costs, losses, damages and expenses incurred by Beneficiary resulting from Flatiron West, Inc.'s failure to fulfil its obligations under the JV Agreement. The Parties waive their rights to consequential damages resulting from either Partner's failure to fulfil its obligations under the JV Agreement. Notwithstanding the foregoing, in no event shall (i) the responsibilities and obligations of Guarantor to Beneficiary be greater than those of Flatiron West, Inc.'s responsibilities and obligations under the JV Agreement; or (ii) the responsibilities and obligations of Beneficiary to Guarantor be greater than those of Beneficiary under the JV Agreement.
9. Guarantor's liability under this Guarantee in respect of all claims made in aggregate hereunder shall be limited to and shall not exceed the liability of Flatiron West, Inc. pursuant to the JV Agreement. Guarantor shall not be liable to Beneficiary or others for obligations of Flatiron West, Inc. that are unrelated to the JV Agreement. No right of action shall accrue on this Guarantee to any person or entity other than Beneficiary or its heirs, executors, administrators or successors.
10. Any proceeding, legal or equitable, under this Guarantee may be instituted in any court of competent jurisdiction within the State and County specified for disputes in the JV Agreement and shall be instituted within two years after Flatiron West, Inc.'s default or within two years after Flatiron West, Inc. has ceased working or within two years after Guarantor refuses or fails to perform its obligations under this Guarantee, whichever occurs first. If the provisions of this clause are void or prohibited by law, the applicable limitation period shall be the minimum period of limitation available to guarantors as a defense in the jurisdiction as defined in the JV Agreement.
11. Sale, Assignment and Change in Control: Guarantor shall not, directly or indirectly sell, transfer, assign, pledge, dispose or hypothecate its rights, interest or obligations hereunder, whether directly or by merger with or acquisition by another entity, or any part thereof, without the prior written consent of all Beneficiaries. A "Change in Control" shall be deemed to be a sale, transfer assignment, pledge, disposition or hypothecation requiring prior written consent of all Beneficiaries. As used herein, a "Change in Control" of a Guarantor shall be defined as any transfer or Equity Transfer that results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the Guarantor. "Equity Transfer" shall be defined as any assignment, mortgage, encumbrance, conveyance, sale or other transfer of direct or indirect equity interest in the Guarantor. For the avoidance of doubt, use of what is referred to as a

“reverse triangular merger” shall not be construed to relieve the duty to obtain prior written consent that is otherwise required hereunder. Regardless of any sale, assignment or Change in Control undertaken in violation of the terms herein, Guarantor shall remain liable for all obligations assumed hereunder notwithstanding.

12. Notices to Guarantor, Beneficiary, and Flatiron West, Inc. shall be mailed or delivered to the following addresses:

To Guarantor: Flatiron Construction Corp.
385 Interlocken Crescent
Suite 900
Broomfield, Colorado 80021
Attn: Todd Bennett

To Beneficiary: Skanska USA Civil West California District Inc.
1995 Agua Mansa Road
Riverside, CA 92509
Attn: James Bailey

To Flatiron West, Inc. : Flatiron West, Inc.
14726 Ramona Ave., Suite 300
Chino, California 91710
Attn:

13. This Guarantee and all rights and obligations hereunder shall be construed and enforced in accordance with the laws of the State as defined in the JV Agreement regardless of its or any other jurisdiction’s choice of law principles.

IN WITNESS WHEREOF, Guarantor has duly executed and delivered this Guarantee as of the date first above written.

ATTEST:

Flatiron Construction Corp.
(“Guarantor”)

BY: _____

(Name)_____

(Name)_____

(Title)_____

(Title) _____

EXHIBIT B

FORM OF PARENT COMPANY GUARANTEE TO JV MEMBERS

GUARANTEE

THIS GUARANTEE ("Guarantee") is made and entered into as of the 11th day of July 2022, by Skanska USA Civil, Inc. ("Guarantor") for the benefit of Flatiron West, Inc. ("Beneficiary") (collectively "the Parties").

WHEREAS, Guarantor is the parent company of Skanska USA Civil West California District Inc.;

WHEREAS, Beneficiary and Skanska USA Civil West California District Inc. have entered into a Joint Venture Agreement dated July 11, 2022 (the "JV Agreement"), which JV Agreement is by reference made a part hereof as though set forth in full to create a joint venture (the parties to the joint venture collectively being called the "Joint Venture");

WHEREAS the joint venture intends to has enter into a contract an entity known as the Los Angeles World Airports to perform certain design and construction services in connection with the project known as the Airfield & Terminal Modernization Program (ATMP) Landside Improvements Project at Los Angeles International Airport (LAX) (the "Project");.

WHEREAS, pursuant to the terms of the JV Agreement, each member of the joint venture has agreed to provide a parent company guarantee to the other member whereby its designated parent company will guarantee all of that member's obligations arising under the JV Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Beneficiary's entering into the JV Agreement with Skanska USA Civil West California District Inc., receipt of a reciprocal Guarantee from Flatiron Construction Corp., and such other good and valuable consideration, the receipt and sufficiency of which is acknowledged herein, the Parties hereto agree as follows:

1. Guarantor hereby guarantees to Beneficiary, that Skanska USA Civil West California District Inc. shall promptly, faithfully and fully complete all of its obligations arising under the JV Agreement in accordance with its terms and conditions.
2. The Guarantee shall be a continuing guarantee and is to be irrevocable and to remain in full force and effect as long as Skanska USA Civil West California District Inc. or its successors or assigns shall be obligated to Beneficiary under the terms of or as a consequence of the JV Agreement. The Guarantee shall terminate upon Skanska USA Civil West California District Inc. or Guarantor's full satisfaction of Skanska USA Civil West California District Inc's obligations arising under the JV Agreement and upon the expiration of all applicable statutes of limitations and statutes of repose with respect to any action that may be brought in connection with the Project, unless otherwise agreed by the Parties.
3. This Guarantee shall be effective notwithstanding any bankruptcy, insolvency or other legal disability (whether voluntary or involuntary) of Skanska USA Civil West California District Inc. or any of its successors or assigns and the judgement or any court or arbitration panel having jurisdiction over Skanska USA Civil West California District Inc. or any of its successors or assigns; any limitation or modification of the liability of Skanska USA Civil West California District Inc. pursuant to the operation of any present or future

federal or state statute or rule with respect to bankruptcy, insolvency or similar statutes; the dissolution of Skanska USA Civil West California District Inc. ; or any failure or lateness of notice to Skanska USA Civil West California District Inc. or Guarantor (other than notice to Guarantor required by Paragraph 5 below); or any invalidity or unenforceability of the JV Agreement; or any modification of the JV Agreement which shall in every respect be binding and conclusive against Guarantor.

4. If Skanska USA Civil West California District Inc. fulfils all obligations under the JV Agreement, Guarantor shall have no obligation under this Guarantee
5. If there is no failure by Beneficiary, which has neither been remedied nor waived, to perform its obligations under the JV Agreement, Guarantor's obligation under this Guarantee shall arise after:
 - 5.1 Beneficiary has notified Skanska USA Civil West California District Inc. and Guarantor at the addresses described in Paragraph 11 that Beneficiary believes Skanska USA Civil West California District Inc. has failed (which failure has neither been remedied nor waived) to fulfil its obligations under the JV Agreement ("a Skanska USA Civil West California District Inc. Default") and Beneficiary has requested and attempted to arrange a conference with Skanska USA Civil West California District Inc. and Guarantor to be held not later than twenty (20) days after such notice to discuss methods of Skanska USA Civil West California District Inc.'s fulfilment of all obligations arising under the JV Agreement. Skanska USA Civil West California District Inc. shall be allowed a reasonable time to fulfil its obligations under the JV Agreement, but allowing this reasonable time shall not waive Beneficiary's right, if any, subsequently to declare a Skanska USA Civil West California District Inc. Default; and
 - 5.2 Beneficiary has declared a Skanska USA Civil West California District Inc. Default. Such a Skanska USA Civil West California District Inc. Default shall not be declared earlier than twenty (20) days after Skanska USA Civil West California District Inc. and Guarantor have received notice as provided in Paragraph 5.1 and a reasonable time for Skanska USA Civil West California District Inc. to fulfill its obligations under the JV Agreement.
6. When Beneficiary has satisfied the conditions of Paragraph 5, Guarantor shall promptly and at Guarantor's expense take one of the following actions:
 - 6.1 Arrange for Skanska USA Civil West California District Inc. to fulfil all obligations under the JV Agreement; or
 - 6.2 Undertake to fulfil all of Skanska USA Civil West California District Inc.'s obligations under the JV Agreement; or
 - 6.3 Waive its right to arrange for Skanska USA Civil West California District Inc. to fulfil or to undertake to fulfil all obligations itself, and with reasonable promptness under the circumstances:
 - 6.3.1 After investigation, determine the amount for which it may be liable to Beneficiary and, as soon as practicable after the amount is determined, tender payment therefor to Beneficiary; or

- 6.4. Deny liability in whole or in part and notify Beneficiary citing reasons therefor.
7. If Guarantor does not proceed as provided in clause 6 with reasonable promptness, Guarantor shall be deemed to be in default of this Guarantee twenty (20) days after receipt of an additional notice from Beneficiary demanding that Guarantor perform its obligations under this Guarantee and Beneficiary shall be entitled to enforce any remedy available to Beneficiary. If Guarantor has denied liability, in whole or in part, without further notice, Beneficiary shall be entitled to enforce any remedy available to Beneficiary. Notwithstanding anything to the contrary stated elsewhere herein or in the JV Agreement and in the event Guarantor defaults in its obligations hereunder, Beneficiary shall be entitled to recover all costs and expenses (including attorneys' fees) incurred in enforcing its rights hereunder. In the event Guarantor is determined to not have been in default in its obligations hereunder, Guarantor shall be entitled to recover all costs and expenses (including attorneys' fees) incurred in enforcing its rights hereunder and defending against Beneficiary's claims.
8. If Skanska USA Civil West California District Inc. has been found to be in default of its obligations under the JV Agreement, then Guarantor shall be responsible for all reasonable costs, losses, damages and expenses incurred by Beneficiary resulting from Skanska USA Civil West California District Inc. 's failure to fulfil its obligations under the JV Agreement. The Parties waive their rights to consequential damages resulting from either Partner's failure to fulfil its obligations under the JV Agreement. Notwithstanding the foregoing, in no event shall (i) the responsibilities and obligations of Guarantor to Beneficiary be greater than those of Skanska USA Civil West California District Inc. 's responsibilities and obligations under the JV Agreement; or (ii) the responsibilities and obligations of Beneficiary to Guarantor be greater than those of Beneficiary under the JV Agreement.
9. Guarantor's liability under this Guarantee in respect of all claims made in aggregate hereunder shall be limited to and shall not exceed the liability of Skanska USA Civil West California District Inc. pursuant to the JV Agreement. Guarantor shall not be liable to Beneficiary or others for obligations of Flatiron West, Inc. Skanska USA Civil West California District Inc. that are unrelated to the JV Agreement. No right of action shall accrue on this Guarantee to any person or entity other than Beneficiary or its heirs, executors, administrators or successors.
10. Any proceeding, legal or equitable, under this Guarantee may be instituted in any court of competent jurisdiction within the State and County specified for dispute in the JV Agreement and shall be instituted within two years after Skanska USA Civil West California District Inc. 's default or within two years after Skanska USA Civil West California District Inc. has ceased working or within two years after Guarantor refuses or fails to perform its obligations under this Guarantee, whichever occurs first. If the provisions of this clause are void or prohibited by law, the applicable limitation period shall be the minimum period of limitation available to guarantors as a defense in the jurisdiction as defined in the JV Agreement.
11. Sale, Assignment and Change in Control: Guarantor shall not, directly or indirectly sell, transfer, assign, pledge, dispose or hypothecate its rights, interest or obligations hereunder, whether directly or by merger with or acquisition by another entity, or any part thereof, without the prior written consent of all Beneficiaries. A "Change in Control" shall be deemed to be a sale, transfer assignment, pledge, disposition or hypothecation requiring prior written consent of all Beneficiaries. As used herein, a "Change in Control"

of a Guarantor shall be defined as any transfer or Equity Transfer that results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the Guarantor. "Equity Transfer" shall be defined as any assignment, mortgage, encumbrance, conveyance, sale or other transfer of direct or indirect equity interest in the Guarantor. For the avoidance of doubt, use of what is referred to as a "reverse triangular merger" shall not be construed to relieve the duty to obtain prior written consent that is otherwise required hereunder. Regardless of any sale, assignment or Change in Control undertaken in violation of the terms herein, Guarantor shall remain liable for all obligations assumed hereunder notwithstanding.

12. Notices to Guarantor, Beneficiary, and Skanska USA Civil West California District Inc. shall be mailed or delivered to the following addresses:

To Guarantor: Skanska USA Civil Inc.
1995 Agua Mansa Road
Riverside, CA 92509
Attn: James Bailey

To Beneficiary: Flatiron West, Inc.
14726 Ramona Ave., Suite 300
Chino, California 91710
Attn:

To Skanska USA Civil West California District Inc..
1995 Agua Mansa Road
Riverside, CA 92509
Attn: James Bailey

13. This Guarantee and all rights and obligations hereunder shall be construed and enforced in accordance with the laws of the State defined in the JV Agreement regardless of its or any other jurisdiction's choice of law principles.

IN WITNESS WHEREOF, Guarantor has duly executed and delivered this Guarantee as of the date first above written.

ATTEST:

SKANSKA USA Civil Inc.
("Guarantor")

(Name)_____
(Title)_____

BY: _____
(Name)_____
(Title)_____

EXHIBIT C**SKANSKA JV FINANCIAL MANAGEMENT POLICY
FOR Skanska-Flatiron A Joint Venture****SKANSKA 55% SHARE AND FLATIRON 45% SHARE,****Airfield & Terminal Modernization Program (ATMP) Landside Improvements Project**

(updated 1-1-21)

This Investment Policy is adopted on July 11, 2022 for execution of transactions by a joint venture named Skanska-Flatiron A Joint Venture "JV" in which Skanska USA Civil West California District Inc. has a 55% interest and Flatiron West, Inc. has a 45% interest. Such JV was formed for the execution of the Airfield & Terminal Modernization Program (ATMP) Landside Improvements Project in accordance with a JV Agreement dated July 8, 2022. It is hereby agreed that Skanska USA Civil west California District Inc., being the Managing Partner, will on behalf of the said JV enter into transactions within the following Investment Types and within the below stipulated Investment Restrictions.

On behalf of the JV, the Managing Partner will execute, when applicable, some or all transactions as follows:

Investment Type	Investment Restrictions
Money Market Funds	<ul style="list-style-type: none"> - Managed in accordance with SEC Rule 2A7 of Investment Company Act of 1940 and amendments thereto - MMF rated AAAm by S&P, Aaa-mf by Moody's and Fitch AAAmmf - Only MMF that do not have: Floating NAV, Liquidity Gates and Liquidity Fees, are permitted
Bank Time Deposits	<ul style="list-style-type: none"> - Financial institution rated A- or higher by S&P (or equivalent rating) - No investment is permitted to exceed a 6 months DTM-range, if not otherwise agreed between the JV partners.
Commercial Paper/Certificates of Deposit	<ul style="list-style-type: none"> - Issuer is rated A-1 by S&P and P-1 by Moody's (no split ratings) or above <p>No investment is permitted to exceed a 6-months DTM-range, if not otherwise agreed between the JV partners.</p>
Money Market Deposit Accounts	<ul style="list-style-type: none"> - Financial institution is rated A- or higher by S&P (or equivalent rating)

1. A Guarantor, credit support provider or a bank that has issued or guaranteed any investment security must have total assets in excess of \$20 billion
2. The JV shall only conduct U.S. dollar investment transactions and hold only U.S. dollar denominated securities.

Retention substitution, if applicable

Investment Type	Investment Restrictions
Investments will be within the investment alternatives stipulated in the relevant State Code, when applicable.	<ul style="list-style-type: none"> - Short term: A-1 by S&P and P-1 by Moody's, or above - Long term: A by S&P and A2 by Moody's, or above

The above is only with regards to investment of retention when such is escrowed, without alternatives of release of funds.

Any changes to this Investment Policy shall be agreed between the JV partners in writing.

ACKNOWLEDGED AND AGREED:

On behalf of: **SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC.**

By: _____

Name: _____

On behalf of: **FLATIRON WEST, INC.**

By: _____

Name: _____

EXHIBIT D**JOINT VENTURE FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY**

As to the employees of the Joint Venture Skanska – Flatiron, A Joint Venture (the “JV”) the JV will grant family and medical leave in accordance with the requirements of applicable state and federal laws in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the JV refers to these types of leaves collectively as “FMLA Leave.” No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under applicable law.

Please contact your supervisor or human resources representatives as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the JV of any change(s) to an employee’s return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment.

Employee Eligibility:

To be eligible for FMLA Leave benefits, you must:

- Have worked for the company for a total of at least 12 months
- Have worked at least 1,250 hours over the previous 12 months as of the start of the leave

Reasons for Leave:

State and federal laws allow FMLA Leave for various reasons. Because an employee’s rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

- The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (“Bonding Leave”)
- To care for an immediate family member (spouse, child, or parent with a serious health condition (“Family Care Leave”)
- An employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”)
- A “qualifying exigency,” as defined under the FMLA, for military operations arising out of a spouse’s, child’s, or parent’s active duty or call to active duty as
 - (a) a member of the military reserves or National Guard in support of a “contingency operation” declared by the U.S. Secretary of Defense, President or Congress, as required by law; or (b) a member of the Armed Forces who is on – or is called to – active duty in a foreign country (“Military Emergency Leave”)
- To care for a spouse, child, parent or next of kin (nearest blood relative)—who is
 - (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (b) a person who,

during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released there from under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs) and who has a serious injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran (“Military Caregiver Leave”).

Length of Leave:

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for:

- Bonding Leave Family Care Leave
- Serious Health Condition Leave
- Military Emergency Leave.

However, if both spouses work for the JV and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them; when the leave is for Bonding Leave or to care for a parent using Family Care Leave. A 12-month period begins on the date of your first use of FMLA Leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period.

If both spouses work for the JV and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness or a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Notice and Certification:

Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this should be the same day the employee becomes aware of the need for leave or the next business day).
- When the need for leave is not foreseeable, notice within the time prescribed by Skanska's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical.

- When the leave relates to medical issues, a completed Certification of Health- Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form).
- Periodic recertification (upon request).
- Periodic updates during the leave.

Certification forms are available from human resources. At the JV's expense, JV may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the JV in obtaining additional medical opinions that may be required.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Skanska's operation. Please contact human resources prior to scheduling planned medical treatment.

Military Emergency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances
- A copy of the covered military member's active duty orders when the employee requests leave
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the company may presume that you do not plan to return to work and have voluntarily terminated your employment.

Compensation and Use of Paid and Unpaid Leave:

FMLA provides eligible employees with up to 12 workweeks of unpaid leave (up to 26 in the case of Military Caregiver Leave). Generally, FMLA Leave is unpaid. However, you may be eligible to receive benefits through state-sponsored or company-sponsored wage-replacement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of accrued vacation and PTO, to the extent permitted by law and company policy. All such payments will be integrated so that you will receive no more than your regular compensation during this period.

If an employee has accrued paid leave (e.g., vacation, PTO), the employee must use any qualifying paid leave first. "Qualifying paid leave" is leave that would otherwise be available to the employee for the purpose for which the FMLA leave is taken. The remainder of the leave, if any, will be unpaid FMLA leave. Any paid leave used for an FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness, provided that the

leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the authorized leave period.

Where state Leave Laws offer additional protection or benefits to employees, the policies will be implemented to provide the greatest benefit available to the employee.

Additional Information:

For further information or clarification about FMLA leave, please contact Human Resources.

Benefits During Leave:

The company will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the JV may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

If you are on a FMLA Leave but are not entitled to continue paid group health insurance coverage, you may continue your coverage through the JV in conjunction with federal and/or state COBRA guidelines by making monthly payments to the company for the amount of the relevant premium. Please contact human resources for further information.

Your length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

Job Reinstatement:

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition.

For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

"Key employees" (unrelated to SEOP) as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a "key employee," you will be notified of the possible limitations on reinstatement at the time you request a leave.

State Law:

A number of states have family leave statutes that provide leave benefits that exceed those available to you under the FMLA. Contact human resources or see the state supplement for additional information.

EXHIBIT E**JOINT VENTURE ANTI-HARASSMENT POLICY**

Skanska-Flatiron A Joint Venture, hereinafter, the "JV" is committed to maintaining a work environment that is free of unlawful discrimination or harassment. In keeping with this commitment, the JV has enacted the following Harassment Policy, which strictly prohibits sexual harassment and harassment on the basis of an individual's race, color, religion, gender, national origin, age or disability. This Policy applies to all of the JV employees without exception and also prohibits harassment by JV customers, vendors, clients and visitors. All employees of the JV and employees of a member assigned to the JV (collectively "Employees" under this Policy) are expected to avoid any behavior or conduct that could reasonably be interpreted as violating this Policy. Employees who violate this Policy shall be subject to appropriate disciplinary action, up to and including termination of employment.

Harassment can take many forms. Sexual harassment may include promises of benefits in exchange for sexual favors, threats of reprisal for refusal to engage in social or sexual relations and sexually suggestive and offensive language and conduct. Other prohibited harassment includes verbal or physical conduct that shows hostility toward an employee because of his or her race, religion, gender, national origin, age or disability and that: (i) creates an abusive or hostile work environment; (ii) unreasonably interferes with an employee's work performance; or (iii) otherwise adversely affects an employee's employment opportunities.

It is the JV's policy that no form of harassment will be tolerated. Any employee who feels that he or she has been subjected to harassment should notify their immediate supervisor. If however, the harassment involves the immediate supervisor, the aggrieved employee should immediately contact the next level of Management. If these avenues have been utilized or the employee believes the issue has not been properly addressed they should contact the person assigned to serve as the Project EEO officer, a corporate EEO a corporate secretary/legal counsel and such other senior management personnel as deemed appropriate. Any incident of harassment will be investigated immediately. If the investigation confirms that a violation of this Policy has occurred then appropriate corrective actions including disciplinary measures commensurate with the severity of the offense (up to and including discharge) will be taken.

The JV will not retaliate against any employee who, in good faith, makes a complaint about harassment or who participates in the investigation or a complaint. Any employee who feels that he or she is being retaliated against for making a harassment complaint or participating in a harassment investigation should report the matter to his or her supervisor, a Project EEO officer, the corporate EEO officer, a corporate secretary/legal counsel and such other senior management personnel as deemed appropriate, for investigation and, if necessary, appropriate corrective action.

It is the policy of the JV to maintain its property and a working environment that is both safe for our employees and others having business with the JV. Our work areas must be conducive to high work standards. This Policy restricts certain items and substances from being brought on or being present on JV premises, prohibits JV employees and others working on JV premises from reporting for work or from working with detectable levels of certain drugs and other substances, and prohibits the unauthorized possession by employees or others of property and equipment belonging to the JV, other employees or clients of the JV.

EMPLOYEE ACKNOWLEDGEMENT

I acknowledge that I have received the JV's policy regarding its position on Harassment and Discrimination. I understand that instances of this kind of sensitive in nature and will not be tolerated or accepted by the JV. I further understand that if I experience or witness sexual harassment, or any other discriminatory harassment, at any time during my employment with the JV, I will immediately bring it to the JV's attention.

Print Name: _____

Employee Signature

Date

EXHIBIT F

JOINT VENTURE EEO POLICY

Skanska-Flatiron A Joint Venture

EQUAL EMPLOYMENT OPPORTUNITY

STATEMENT OF POLICY

It is the policy of the Skanska-Flatiron A Joint Venture, (the "JV"), to assure that applicants for employment and JV employees are treated fairly in a non-discriminatory manner without regard to their race, creed, color, religion, sex, age, disability, marital status, sexual orientation, citizenship status, or national origin. Such action shall include: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. Furthermore, our policy assures that qualified Veterans and disable individuals are treated in a non-discriminatory manner. The neutral administration of all personnel functions ensures job opportunities and promotional advancement for all qualified persons.

Skanska-Flatiron A Joint Venture

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G

ORGANIZATION CHART

Organization Chart to be added once agreed to by Executive Committee

EXHIBIT H
DIVISION OF SERVICES AND COSTS

DESCRIPTION	PARTIES COST REIMBURSABLE FROM JOINT VENTURE	PARTIES COST NON- REIMBURSABLE FROM JOINT VENTURE	COVERED BY MANAGEMENT FEE	JOINT VENTURE COST
1. Salaries and Burdens				
i) Pre- Bid/Proposal				
<input type="checkbox"/> All pre- Bid/Proposal salaries and burdens		X		
Proposal Manager		X		
Third Party Costs				X
ii) Pre-Award				
<input type="checkbox"/> Managing Party's salaries and burdens		X		
Third Party Costs				X
iii) Post-Award				
<input type="checkbox"/> Managing Party's Head Office Executives			X	
<input type="checkbox"/> Project Manager				X
<input type="checkbox"/> On-site head office operations personnel requested by the Project Manager				X
<input type="checkbox"/> Off-site head office Project Executives, VPs of Operations, SVPs, Account Managers when committed to the Project on a full-	X			

DESCRIPTION	PARTIES COST REIMBURSABLE FROM JOINT VENTURE	PARTIES COST NON- REIMBURSABLE FROM JOINT VENTURE	COVERED BY MANAGEMENT FEE	JOINT VENTURE COST
time basis				
<input type="checkbox"/> Managing Party's Head Office Equipment Manager			X	
<input type="checkbox"/> JV's Equipment Manager				X
<input type="checkbox"/> Managing Party's Head Office Purchasing Agent			X	
<input type="checkbox"/> JV's Purchasing Agent				X
<input type="checkbox"/> Managing Party's Head Office Labor Relations Manager			X	
<input type="checkbox"/> Managing Party's Head Office Administration Manager			X	
<input type="checkbox"/> Managing Party's Head Office Human Resources			X	
<input type="checkbox"/> JV's Personnel Department				X
<input type="checkbox"/> Managing Party's Head Office Safety Personnel			X	
<input type="checkbox"/> Minority Party's Head Office Safety Personnel		X		
<input type="checkbox"/> JV's Safety Personnel				X
<input type="checkbox"/> Managing Party's			*X	

DESCRIPTION	PARTIES COST REIMBURSABLE FROM JOINT VENTURE	PARTIES COST NON- REIMBURSABLE FROM JOINT VENTURE	COVERED BY MANAGEMENT FEE	JOINT VENTURE COST
Head Office Information Systems			See exception Item 5 (ii)	
<input type="checkbox"/> JV's Information Systems Personnel				X

<input type="checkbox"/> All staff hired or assigned to Joint Venture, including craft labor, and located on-site or in the Head Office for training or prior to site office set up				X
<input type="checkbox"/> Managing Party's Head Office Accounting and Payroll Personnel when the business process is on-site			X	
<input type="checkbox"/> Managing Party's Head Office Accounting and Payroll Personnel performing special Joint Venture accounting and payroll function in Head Office as requested by the Project Manager.				X
<input type="checkbox"/> Minority Party's Head Office Accounting and Payroll Personnel when the business system is on-site	X			
<input type="checkbox"/> Managing Party's or JV Partner's Head Office Personnel when performing a specific project assignment at the request of the Project Manager				X
<input type="checkbox"/> Performance incentives/project bonuses		X		

<input type="checkbox"/> Statutory burdens		Allocated with salaried cost as specified per the Additional Notes & Clarifications at the end of this exhibit		
<input type="checkbox"/> Site allowances		Allocated with salaried cost		
<input type="checkbox"/> Vehicle/car allowances		Allocated with salaried cost		
2. Travel and Accommodation (including room and board)		Allocated with salary cost above. Only exception is when one of the above is required to travel for selection of equipment or to review a procedure used elsewhere that has application for the project. When this is done at the request of the Project Manager, the travel and accommodations are a Joint Venture cost.		
3. Personnel Placement Fees				X
4. Moving Expenses				X
5. Data Processing				
i) Hardware				
<input type="checkbox"/> Managing Party In Head Office			X	
<input type="checkbox"/> Head Office BIM/VDC software cost allocations		X		
<input type="checkbox"/> On-site including laptops and IPADS				X
<input type="checkbox"/> Third party modifications to either Head Office or on-site equipment necessitated by project requirements				X
ii) Software				
<input type="checkbox"/> In Head Office			X	
<input type="checkbox"/> Project level software including but not limited to ProCore, HCSS				X

HeavyJob, and others as determined by the Project Manager				
<input type="checkbox"/> Modifications to either Head Office or on-site software necessitated by project requirements including in-house programming expense				X
iii) Communications (including cell phones, modem line, gateway and third party hook-up expense)				X
<input type="checkbox"/> When using all or part of Head Office business system			X	
<input type="checkbox"/> When business system is on-site				X
<input type="checkbox"/> Other communication requirements of Joint Venture (i.e., third party support modems, etc.)				X
iv) Training				
<input type="checkbox"/> Managing Party's home office personnel who provide training and support			X	
<input type="checkbox"/> Third party Project training and support and expenses				X
6. Estimating Expenses				
<input type="checkbox"/> Pre-Award		X		

<input type="checkbox"/> Post-Award/On site				X
7. Engineering Expenses				
<input type="checkbox"/> Pre-Award (In House)		X		
<input type="checkbox"/> Third Party				X
<input type="checkbox"/> Post-Award including Managing Party's in-house Head Office engineering expense assigned to Project (subject to JV approval).				X
8. Project Controls				
~ Head Office			X	
~ On Site				X
9. Scheduling Expenses				
<input type="checkbox"/> Pre-Award		X		
<input type="checkbox"/> Post-Award				X
10. Licensing and Registration Fees				
<input type="checkbox"/> Pre-Award		X		
<input type="checkbox"/> Post-Award				X
11. Legal Expenses				
In House Counsel – General advice			X	
Significant claims, complaints, and legal issues including 3 rd party legal expenses (Subject to JV approval).				X
12. Insurance and Bonding				X

13. Payroll Services (this does not include the direct payroll expense, only the cost of generating the payroll)				
<input type="checkbox"/> Salaried personnel (If on site)				X
<input type="checkbox"/> Hourly and salaried personnel on JV payroll				*X Further defined in Item 1 (iii)
14. Accounting Services (If on site)				*X Further defined in Item 1 (iii)
15. Miscellaneous Office Supplies				
i) Supplies shipped to job from inventory				X
ii) Joint Venture stationary, business cards, checks, etc.				X
iii) Courier expenses				
<input type="checkbox"/> Originating on job site or from third parties to job site				X
<input type="checkbox"/> Originating in Managing Party's Head Office				X
iv) Long distance				
<input type="checkbox"/> Originating on job site				X
<input type="checkbox"/> Originating in Managing Party's Head Office			X	
v) Bank charges				

<input type="checkbox"/> Joint Venture bank accounts				X
vi) Office space				
<input type="checkbox"/> Pre-Award (Use of existing facilities)		X		
<input type="checkbox"/> Managing Partner's head office			X	
<input type="checkbox"/> Project related third party landlord or trailer expenses				X
vii) Copying charges				
<input type="checkbox"/> Managing Partner head office copy charges			X	
<input type="checkbox"/> Third party Project copy charges				X
<input type="checkbox"/> On-site copy charges				X
16. Yards/Storage				
<input type="checkbox"/> JV's yard and storage space				X
<input type="checkbox"/> Head office yard and storage space utilized by the Joint Venture with an agreement in place	X			
<input type="checkbox"/> Head office yard support labor performing duties as requested by the JV	X			

ADDITIONAL NOTES & CLARIFICATIONS:

- Each Party will invoice the Joint Venture for its salaried staff, per the Exhibit H at a 1.5 multiplier on base wages. The multiplier on base wages is compensation for the partner's HR benefits including any type of company incentive (bonuses) or employee ownership

program, payroll taxes, and workers compensation. The multiplier is exclusive of vacation, sick time, or any other paid time off which shall be chargeable to the JV.

- During the preconstruction phase, each Party will invoice the JV for actual level of effort expended by its pre-approved salaried staff
- The Joint Venture will reimburse each Party for equipment provided to the Joint Venture at mutually agreed upon rates established by the Executive Committee.
- Project level software shall be billed on a monthly basis based on actual gross contract billings.

EXHIBIT H (CONTINUED).**INFORMATION, SERVICES OF MANAGING PARTY'S HEAD OFFICE**

The foregoing Table outlines the services to be provided by the Managing Party in return for the Management Fee. This narrative is intended to provide details on the nature and scope of those services.

1. Salaries & Burdens

Pre-Award:

After formal notification by the Owner of their intent to award the Project to the Joint Venture, all salaries and burdens of the Managing Party's personnel who may be involved in negotiations with the Owner will be covered by the Management Fee. The only exception to this would be if the Executive Committee determined it was in the Joint Venture's interest to establish the Project team and begin detailed project planning. In that event, and with approval of the Executive Committee the costs would be a Joint Venture cost.

Post-Award:

Head Office executives of the Managing Party will, in general, offer support and assistance to the Project Manager and staff regarding the due performance of the Project and the Contract subject to the superior authority of the Executive Committee. More specifically their involvement will include, but is not limited to the following:

- a) Providing preliminary advice on technical and construction matters as well as on contractual issues prior to obtaining legal advice,
- b) Providing advice on union or labor issues, and
- c) Monitoring the performance of the Project Manager to ensure any critical contractual or financial issues are communicated to the Executive Committee without delay.

The Head Office Equipment Manager will provide advice, support and assistance to the Joint Venture Equipment Manager on the following:

- a) Selection and acquisition of plant, equipment and tools,
- b) Establishment of a preventative maintenance program (including record keeping and costing) for all plant, equipment and tools,
- c) Negotiation with plant and equipment suppliers on warranty issues, and
- d) Other matters relating to management of Joint Venture plant and equipment.

The Head Office Purchasing Agent will provide advice, support and assistance to the Joint Venture Purchasing Agent on the following:

- a) Selection of subcontractors and suppliers,
- b) Negotiating and preparing purchase orders and subcontract agreements,
- c) Establishment of a program to track and monitor minority suppliers and subcontractors to ensure compliance with the Contract, and
- d) Other matters relating to management of suppliers and subcontracts.

The Head Office Labor Relations will provide advice, support and assistance to the Joint Venture Labor Relations on the following:

- a) Discussions and negotiations with the various trade unions at Project start-up,
- b) Negotiations and settlement of labor disputes which may arise during the course of the Project and,
- c) Other matters relating to labor relations.

The Head Office Administration Manager will provide advice, support and assistance to the Joint Venture Administration Manager on the following:

- a) Establishment and operation of the business system for all Project accounting functions (payroll, accounts payable, banking, tax accounts, receivables),
- b) Ensuring all payroll, taxation and accounting practices are in compliance with statutory requirements,
- c) Ensuring that Bonds and Guarantees are released at the earliest possible time for the benefit of the Joint Venture,
- d) Establishment and operation of banking facilities in the name of the Joint Venture as approved by the Executive Committee,
- e) Obtaining and maintaining all required insurance coverage as approved by the Executive Committee, as well as handling insurance claims,
- f) Controlling the investment of surplus funds as approved by the Executive Committee,
- g) Ensuring that all project records are maintained and retained to comply with any statutory requirements,
- h) Selecting and coordinating with an external auditor as and when requested by the Executive Committee and,
- A. Other matters relating to the administration of the Contract and the business of the Joint Venture.

The Head Office Safety Personnel will provide support and assistance to the Joint Venture Safety Personnel on the following:

- a) Preparation of the Project Safety and Loss Control Program,
- b) Monitoring safety and loss control performance to ensure compliance with Contract or statutory requirements and,
- b) Other matters relating to safety and loss control.

The Head Office Information Systems will provide advice, support and assistance to the Joint Venture Information Systems Personnel on the following:

- a) To determine the system requirements, selection of hardware and software to operate the system and installation of the system,
- b) Troubleshooting system problems, and
- c) Other matters relating to selection, installation and operation of information system

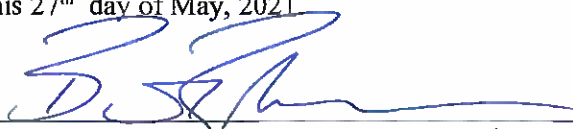


CERTIFIED COPY OF CORPORATE RESOLUTION

I, Brett Bockmann, Vice President, Secretary/Treasurer of Skanska USA Civil West California District Inc., a California Corporation, do hereby certify that the following is a true and correct copy of a resolution that was adopted through action by unanimous written consent of the Board of Directors of Skanska USA Civil West California District Inc., and further certify that said resolution has not been repealed or amended and is still in full force and effect.

“RESOLVED, that Michael Aparicio, President, CEO & Chairman; Tony Taddeo, Senior Vice President; James Bailey, Senior Vice President; and Ryan Clayton, Senior Vice President, be and is hereby authorized on behalf of Skanska USA Civil West California District Inc. to execute bids, bid bonds, contracts, performance and payment bonds, and all other documents necessary for the execution and progress of contracts.”

IN WITNESS WHEREOF, I have signed this instrument and caused the corporate seal of said corporation to be affixed this 27th day of May, 2021


Brett Bockmann, Vice President, Secretary/Treasurer
SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC.

(SEAL)

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

Subscribed and sworn to before me this 27th day of May, 2021.

see attached

Notary Public in and for the State of California

ACKNOWLEDGMENT

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

State of California
County of Riverside)

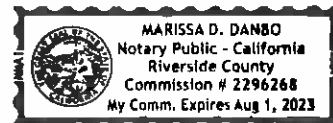
On May 27, 2021 before me, Marissa D. Danbo, Notary Public
(insert name and title of the officer)

personally appeared Brett Bockmann, Vice President, Secretary/Treasurer,
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 Marissa D. Danbo (Seal)



**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
WITHOUT A MEETING**

FLATIRON WEST INC.

The undersigned, being the sole member of the board of directors (the “**Board**”) of Flatiron West Inc., a Delaware corporation (the “**Corporation**”) pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, does hereby waive all notice of the time, place and purposes of a meeting and does hereby consent to and adopt the resolutions set forth below to have the same force and effect as a unanimous vote of the directors of the Corporation at a duly-convened meeting of the Board called and held for the purpose of acting upon proposals to adopt such resolutions.

WHEREAS, the Board deems it advisable and in the best interest of the Corporation to appoint certain officers of the Corporation.

NOW, THEREFORE, BE IT

RESOLVED, that the board hereby appoints **Sarah Tacker** as **Vice President & District Manager, Northern California** of the Corporation, effective April 4, 2022, until her authority is rescinded; and be it further

RESOLVED, that the board hereby appoints **Brian Freund** as **Vice President of Operations** of the Corporation, effective April 18, 2022, until his authority is rescinded; and be it further

RESOLVED, that the Board hereby appoints **Andrew “Drew” Phillips** as **Vice President – Finance & Project Controls** of the Corporation, effective May 2, 2022, until his authority is rescinded; and be it further

RESOLVED, that the Board hereby appoints **Richard Grabinski** as **Executive Vice President & Chief Strategy Officer** of the Corporation, effective June 21, 2022, until his authority is rescinded; and be it further

RESOLVED, that the Board hereby appoints **Dale Nelson** as **Executive Vice President – Operations** of the Corporation, effective June 28, 2022, until his authority is rescinded; and be it further

RESOLVED, that the Board hereby appoints **Ural Yal** as **Senior Vice President – Corporate Preconstruction Group** of the Corporation, effective July 1, 2022, until his authority is rescinded; and be it further

FURTHER RESOLVED, that each of the herein appointed officers of the Company (each individually, an "**Authorized Officer**" and, collectively, the "**Authorized Officers**") be, and each of them acting singly, hereby is, authorized to furnish such copies as may be necessary of, the foregoing resolutions to the Company's auditors or such other persons as such Authorized Officer may deem necessary, advisable or appropriate.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 7th day of July 2022.

DIRECTOR:

A handwritten signature in blue ink, appearing to read "Adolfo Valderas", is written over a horizontal line. Below the line, the name "Adolfo Valderas, Executive Chairman" is printed in a black, sans-serif font.

Adolfo Valderas, Executive Chairman

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS**

FLATIRON WEST, INC.

The undersigned, being the sole member of the board of directors (the "Board") of Flatiron West, Inc., a Delaware corporation (the "Corporation"), pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, do hereby waive all notice of the time, place and purposes of a meeting and do hereby consent to and adopt the resolutions set forth below to have the same force and effect as a unanimous vote of the directors of the Corporation at a duly-convened meeting of the Board called and held for the purpose of acting upon proposals to adopt such resolutions.


AMENDED & RESTATED BYLAWS

NOW, THEREFORE, BE IT RESOLVED that, pursuant to applicable law, the undersigned, being all of the Board of Directors of the Corporation, hereby consent to, approve, and adopt the following:

RESOLVED, that the bylaws of the Corporation are to be changed to the Amended and Restated Bylaws of Flatiron West, Inc. attached hereto dated October 31, 2016.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent the 14th day of November 2016.

DIRECTOR:



John DiCiurcio, Chairman

uf

**AMENDED AND RESTATED
BYLAWS**

FLATIRON WEST, INC.

OCTOBER 31, 2016

**ARTICLE I
STOCKHOLDERS**

Section 1.1 Annual Meetings.

The annual meeting of the stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held on such date as the board of directors shall fix each year. Each such annual meeting shall be held at such date, time, and place, within or without the State of Delaware, as shall be determined by the board of directors. Any annual meeting of stockholders may be adjourned from time to time and place to place until its business is completed.

Section 1.2 Special Meetings.

Except as otherwise required by law or by the certificate of incorporation and subject to the rights of the holders of any class or series of stock having a preference over the common stock as to dividends or on liquidation, special meetings of the stockholders may be called only by the chairman of the board or the president and chief executive officer, or by the board of directors pursuant to a resolution approved by a majority of the entire board of directors. The term "entire board of directors," as used in these bylaws, means the total number of directors, which the Corporation would have if there were no vacancies. A special meeting of stockholders shall be called by the president and chief executive officer upon the written request, stating date, time, place and purpose(s) of the meeting, of stockholders who together own of record not less than 5% of the voting power of the outstanding stock of all classes entitled to vote at such meeting.

Section 1.3 Stockholder Action; How Taken.

Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual meeting or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Any such consent may be in counterparts and shall be effective on the date of the last signature thereon unless otherwise provided therein. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 1.4 Notice of Meeting.

Written notice stating the place, date and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, prepaid telegram, telex, or facsimile transmission to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the stockholder at his/her address as it appears on the stock records of the Corporation. If given personally or otherwise than by mail, such notice shall be deemed to be given when either handed to the stockholder or delivered to the stockholder's address as it appears on the stock records of the Corporation or confirmed as received at the stockholders known facsimile number.

Section 1.5 Waiver.

Attendance of a stockholder of the Corporation, either in person or by proxy, at any meeting, whether annual or special, shall constitute a waiver of notice of such meeting, except where a stockholder attends a meeting for

Section 4.6 Chief Operating Officer.

The chief operating officer, if any, of the Corporation shall be subject to the direction and control of the president and chief executive officer, and the board of directors, and in the absence of the president and chief executive officer shall manage the business of the Corporation. The chief operating officer may execute contracts, deeds and other instruments on behalf of the Corporation. In the absence of the president and chief executive officer or in the event of his/her disability, inability or refusal to act, the chief operating officer shall perform the duties and exercise the power of the president and chief executive officer. In the absence of the president and chief executive officer, the chief operating officer shall have full authority on behalf of the Corporation to attend any meeting, give any waiver, cast any vote, grant any discretionary or directed proxy to any person, and exercise any other rights of ownership with respect to any shares of capital stock or other securities held by the Corporation and issued by any other corporation or with respect to any partnership, trust or similar interest held by the Corporation.

Section 4.7 Chief Financial Officer.

The chief financial officer, if any, shall be responsible for the control of the financial records and funds of the Corporation and the custody of all securities owned by the Corporation. The chief financial officer shall perform such other duties as the board, the chairman of the board, the president and chief executive officer or, in the absence of the president and chief executive officer, the chief operating officer may from time to time prescribe or delegate to him/her. The chief financial officer may execute contracts, deeds and other instruments on behalf of the Corporation.

Section 4.8 Vice President.

Each vice president, if any, shall perform such functions as may be prescribed by the board of directors, the president and chief executive officer or the chief operating officer. Each vice president may execute contracts, deeds and other instruments on behalf of the Corporation. Upon the death, disability or absence of the president and chief executive officer and the chief operating officer, the vice president (or if more than one holds office, the vice president among those present who has held such office for the longest continuous period, unless another method of selection has been established by resolution of the board of directors) shall perform the duties and exercise the powers of the president and chief executive officer and the chief operating officer. Each vice president shall perform such other duties as the board, the chairman of the board, the president and chief executive officer, or the chief operating officer may from time to time prescribe or delegate to him/her.

Section 4.9 Secretary.

The secretary shall give, or cause to be given, notice of all meetings of the stockholders and, upon the request of a person entitled to call a special meeting of the board of directors, he/she shall give notice of any such special meeting. He/she shall keep the minutes of all meetings of the stockholders, the board of directors, or any committee established by the board of directors. The secretary shall be responsible for the maintenance of non-financial records of the Corporation and may attest documents on behalf of the Corporation. The secretary shall perform such other duties as the board, the chairman of the board, the president and chief executive officer or the chief operating officer may from time to time prescribe or delegate to him/her. The secretary may execute contracts, deeds and other instruments on behalf of the Corporation. Each assistant secretary shall have all power and authority of the secretary unless otherwise determined by the board.

Section 4.10 Treasurer.

In the absence of the chief financial officer, the treasurer shall be responsible for the control of the financial records and the funds of the Corporation and the custody of all securities owned by the Corporation. The treasurer shall perform such other duties as the board, the chairman of the board, the president and chief executive officer, the chief operating officer or the chief financial officer may from time to time prescribe or delegate to him/her. The treasurer may execute contracts, deeds and other instruments on behalf of the Corporation. Each assistant treasurer shall have all power and authority of the treasurer unless otherwise determined by the board.

Section 4.11 Compensation.

Officers shall receive such compensation, if any, for their services as may be authorized or ratified by the board of directors. Election or appointment as an officer shall not of itself create a right to compensation for services performed as such officer.

**ARTICLE VII
SEAL**

The board of directors may adopt a seal which, when adopted, shall constitute the corporate seal of the Corporation.

**ARTICLE VIII
FISCAL YEAR**

The Corporation's fiscal year shall be established from time to time by the board of directors.

**ARTICLE IX
AMENDMENTS**

These bylaws may be altered, amended or repealed at any regular meeting of the stockholders (or at any special meeting thereof duly called for that purpose), provided that in the notice of the special meeting, notice of such purpose is given. The board of directors may, by majority vote of the entire board of directors alter, amend or repeal these bylaws, or enact such other bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the Corporation.

FLATIRON WEST, INC.


G. Melody Pickett, Secretary



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name: FLATIRON WEST, INC.
File Number: C2180786
Registration Date: 10/29/1999
Entity Type: FOREIGN STOCK CORPORATION
Jurisdiction: DELAWARE
Status: ACTIVE (GOOD STANDING)

As of March 24, 2022 (Certification Date), the entity is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of California
this day of March 25, 2022.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: RLAA31E

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at bebizfile.sos.ca.gov/certification/index.

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "FCI CONSTRUCTORS, INC.", CHANGING ITS NAME FROM "FCI CONSTRUCTORS, INC." TO "FLATIRON WEST, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF NOVEMBER, A.D. 2008, AT 4:24 O'CLOCK P.M.

3086619 8100

100367877



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7922539

DATE: 04-09-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:24 PM 11/12/2008
FILED 04:24 PM 11/12/2008
SRV 081112345 - 3086619 FILE

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
FCI CONSTRUCTORS, INC.

FCI CONSTRUCTORS, INC., a corporation incorporated under the laws of the State of Delaware (the "Corporation"), hereby files with the Secretary of State of the State of Delaware this Certificate of Amendment (the "Certificate of Amendment") to its certificate of incorporation (the "Certificate of Incorporation"), and, in connection therewith, hereby certifies as follows:

1. The Corporation was originally incorporated in Delaware and the original date of filing of the Certificate of Incorporation with the Secretary of State of the State of Delaware was August 24, 1999.

2. The Certificate of Incorporation is hereby amended by striking out Article 1 thereof and by substituting in lieu of said Article the following new Article:

"The name of the Corporation is Flatiron West, Inc."

3. The Certificate of Amendment was duly recommended by the Board of Directors and approved by the stockholders of the Corporation in accordance with Sections 141, 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused the Certificate of Amendment to be signed by Paul R. Driscoll, its Secretary, on November 10, 2008.

FCI CONSTRUCTORS, INC.

BY: 

Name: Paul R. Driscoll

Title: Secretary

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "FCI CONSTRUCTORS, INC.", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF AUGUST, A.D. 1999, AT 4:30 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3086619 8100

030402033

AUTHENTICATION: 2480227

DATE: 06-18-03

**CERTIFICATE OF INCORPORATION
OF
FCI CONSTRUCTORS, INC.**

ARTICLE 1

The name of the corporation is FCI Constructors, Inc.

ARTICLE 2

The address of the corporation's registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE 3

The purposes for which the corporation is organized are to engage in any business and in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law and to possess and employ all powers and privileges now or hereafter granted or available under the laws of the State of Delaware to such corporations.

ARTICLE 4

(a) Authorized Shares. The aggregate number of shares which the corporation has authority to issue is 1,000. The authorized shares consist of 1,000 shares of common stock, no par value per share, such class being designated "common stock."

(b) Common Stock. The common stock shall have unlimited voting rights. The common stock shall be entitled to receive the net assets of the corporation upon dissolution. The affirmative vote of a majority of all outstanding shares of the corporation's common stock shall be required for the stockholders to act.

ARTICLE 5

The name and mailing address of the incorporator are:

Joan Blaik, Esq.
633 17th Street, Suite 3000
Denver, Colorado 80202

ARTICLE 6

The powers of the incorporator shall terminate upon the filing of this certificate of incorporation in the office of the Secretary of State of the State of Delaware. The names and mailing addresses of the persons who are to serve as the directors of the corporation until their successors are elected and qualified or their earlier resignation or removal is:

<u>Name</u>	<u>Mailing Address</u>
Scott S. Lynn	P.O. Box 2239, Longmont, CO 80502-2239
Paul R. Driscoll	P.O. Box 2239, Longmont, CO 80502-2239

The number of directors of the corporation shall be fixed from time to time in the manner provided in the bylaws and may be increased or decreased from time to time in the manner provided in the bylaws. Election of directors need not be by written ballot except and to the extent provided in the bylaws of the corporation.

The affirmative vote of a majority of all directors constituting the board of directors shall be required for the board of directors to act.

ARTICLE 7

The board of directors of the corporation is expressly authorized to make, alter or repeal the bylaws of the corporation, but such authorization shall not divest the stockholders of the power, nor limit their power, to adopt, amend or repeal bylaws.

ARTICLE 8

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except as to liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for violations of Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law hereafter is amended to eliminate or limit further the liability of a director, then, in addition to the elimination and limitation of liability provided by the preceding sentence, the liability of each director shall be eliminated or limited to the fullest extent provided

or permitted by the amended Delaware General Corporation Law. Any repeal or modification of this Article 8 shall not adversely affect any right or protection of a director under this Article 8 as in effect immediately prior to such repeal or modification with respect to any liability that would have accrued, but for this Article 8, prior to such repeal or modification.

ARTICLE 9

The corporation shall have authority, to the fullest extent now or hereafter permitted by the Delaware General Corporation Law, or by any other applicable law, to enter into any contract or transaction with one or more of its directors or officers, or with any corporation, partnership, joint venture, trust, association or other entity in which one or more of its directors or officers are directors or officers or have a financial interest, notwithstanding such relationships and notwithstanding the fact that the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes the contract or transaction.

Executed August 22, 1999.

A handwritten signature, appearing to read "Joe Bick", is written over a horizontal line.

Affidavit of Non-Collusion



AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA)

COUNTY OF Riverside) ss.:
)

James Bailey

being first duly sworn, deposes and says:

(Type or print name)
that he or she is the Senior Vice President of
(Type or print title)

Skanska USA Civil West California District Inc., who submits herewith
(Type or print name of company/firm)

to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

J Bailey

Name: James Bailey

Title: Senior Vice President

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SEE ATTACHED

Notary Public

(Notarial Seal)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

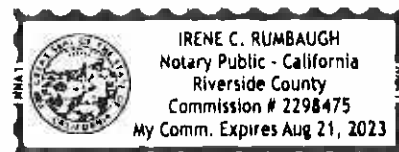
On August 1, 2022 before me, Irene C. Rumbaugh, Notary Public
(insert name and title of the officer)

personally appeared James Bailey, Senior Vice President,
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 Irene C. Rumbaugh (Seal)



AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA)
COUNTY OF San Bernadino) ss.:
)

Ural Yal being first duly sworn, deposes and says:
(Type or print name)
that he or she is the Vice President of
(Type or print title)
Flatiron West, Inc., who submits herewith
(Type or print name of company/firm)
to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Name: Ural Yal

Title: Vice President

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public

(Notarial Seal)

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

State of California

County of San Bernardino

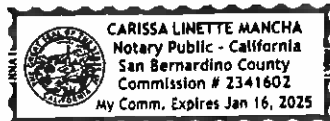
Subscribed and sworn to (or affirmed) before me on

this 11th day of July, 2022, by
Date Month Year

(1) Ural Yal

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature Carissa Linette Mancha
Signature of Notary Public

OPTIONAL

*Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Bidder Contributions



Prohibited Contributors
(Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original 8/1/22 Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): 202510 Date Bid Submitted: 8/17/22

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Design and construction of the Airfield and Terminal Modernization Project (ATMP) Landside Improvements Project.

Awarding Authority (Department awarding the contract): City of Los Angeles - Los Angeles World Airports

Bidder Name: Skanska USA Civil West California District Inc.

Bidder Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Bidder Email Address: james.bailey@skanska.com Bidder Phone Number: (951) 684-5360

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes



No

**2. SCHEDULE B – Subcontractors and Their Principals** (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes



No



3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 29

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

James Bailey

Name

Senior Vice President

Title

Signature

8/1/22

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Michael Aparicio Title: President, CEO & Chairman (Director)
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Tony Taddeo Title: Senior Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: James Bailey Title: Senior Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Ryan Clayton Title: Senior Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Brett Bockmann Title: VP of Finance, Secretary & Treasurer
(Director)
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Chris Halpin Title: Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Michael Cherry Title: Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Greg Zwiep Title: Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Daniel Heiman Title: Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

☒ Check this box if additional Schedule A pages are attached.

**Prohibited Contributors
(Bidders)****Schedule A - Bidder's Principals**

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: John Yen Title: Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Steve Agor Title: Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Mike Spain Title: Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Patrick Prendergast Title: Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Justin Waguespack Title: Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Al Arteaga Title: Vice President
Address: 1995 Agua Mansa Rd., Riverside, CA 92509

Name: Don Fusco Title: Chairman (Director)
Address: 75-20 Astoria Boulevard, Queens, NY 11370

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

Prohibited Contributors
(Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original 08/04/2022 Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): 202510 Date Bid Submitted: 8/04/22

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Design and construction of the Airfield and Terminal Modernization Project (ATMP) Landside Improvements Project.

Awarding Authority (Department awarding the contract): City of Los Angeles - Los Angeles World Airports

Bidder Name: Flatiron West, Inc

Bidder Address: 14726 Ramona Avenue, Suite 300 Chino, CA 91710

Bidder Email Address: uyal@flatironcorp.com Bidder Phone Number: 909.597.8413

Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A – Bidder's Principals** (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes



No

2. **SCHEDULE B – Subcontractors and Their Principals** (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes



No

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): (See page 1 of Skanska's Form 55 Schedule A)

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Ural Yal

Name

Senior Vice President

Title



Signature

08/04/2022

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Javier Sevilla Title: President & Chief Operating Officer

Address: 385 Interlocken Crescent, Suite 900 Broomfield, Colorado 80021

Name: Richard Grabinski Title: Executive Vice President & Chief Strategy Officer

Address: 2100 Goodyear Road, Benicia, California 94510

Name: W. Todd Bennett Title: Chief Financial Officer & Treasurer

Address: 385 Interlocken Crescent, Suite 900 Broomfield, Colorado 80021

Name: Karla Pascarella Title: General Counsel, Corporate Secretary & Chief Compliance Officer

Address: 385 Interlocken Crescent, Suite 900 Broomfield, Colorado 80021

Name: Dale Nelson Title: Senior Vice President

Address: 12121 Scripps Summit Dr., Suite 400, San Diego, California 92131

Name: David Horn Title: Vice President

Address: 1400 Talbot Road South, #500, Renton, Washington 98055

Name: David Cunningham Title: Vice President HR Business Operations

Address: 385 Interlocken Crescent, Suite 900 Broomfield, Colorado 80021

Name: Mario Martinez Title: Vice President & District Manager, San Diego

Address: 12121 Scripps Summit Dr., Suite 400, San Diego, California 92131

Name: Michael Costa Title: Senior Vice President

Address: 2100 Goodyear Road, Benicia, California 94510

☒ Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Sarah Tacker Title: Vice President & District Manager, Northern CA
Address: 2100 Goodyear Road, Benicia, CA 94510

Name: Shawn Golden Title: Vice President
Address: 2100 Goodyear Road, Benicia, CA 94510

Name: Ural Yal Title: Senior Vice President
Address: 14726 Ramona Ave., Suite 300, Chino CA 91710

Name: Lisa Ziegler Title: Vice President, Division Finance
Address: 14726 Ramona Ave., Suite 300, Chino CA 91710

Name: Neal Reagan Title: Vice President, Division Finance
Address: 2100 Goodyear Road, Benicia, CA 94510

Name: Aracely Hobday Title: Assistant Treasurer
Address: 385 Interlocken Crescent, Suite 900, Broomfield, CO 80021

Name: Drew Phillips Title: Vice President, Finance & Project Controls
Address: 5720 4th Street SE, Suite 310, Calgary, Alberta, Canada T2H 1K7

Name: Brian Freund Title: Vice President, Operations
Address: 14726 Ramona Ave., Suite 300, Chino CA 91710

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

HNTB Corporation

Subcontractor's Address

6033 West Century Blvd., Ste. 1050, Los Angeles CA 90045

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Rob Slimp Title: Chairman, President and CEO

Address: 191 Peachtree Street NE, Suite 3300, Atlanta, GA 30303

Name: Tom O'Grady Title: Corporate President

Address: 715 Kirk Drive, Kansas City, MO 6415

Name: Jim Anglin Title: Chief Operating Officer

Address: 610 Crescent Executive Court, Suite 400, Lake Mary, FL 32746

Name: Doug Mann Title: President of Corporate Development

Address: 5910 W. Plano Parkway, Suite 200, Plano TX 75093

Name: Craig Denson Title: Treasurer/Secretary

Address: 715 Kirk Drive, Kansas City, MO 6415

Name: George Wolf Title: Assistant Secretary

Address: 715 Kirk Drive, Kansas City, MO 6415

☒ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name HNTB Corporation
Subcontractor's Address 6033 West Century Blvd., Ste. 1050, Los Angeles CA 90045

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: <u>Ben Beshoner</u>	Title: <u>Assistant Secretary</u>
Address: <u>715 Kirk Drive, Kansas City, MO 6415</u>	
Name: <u>Kevin A. Haboian</u>	Title: <u>Senior Vice President</u>
Address: <u>6 Hutton Centre, Suite 500, Santa Ana, CA 92707</u>	
Name: <u>Wayne Feuerborn</u>	Title: <u>Senior Vice President</u>
Address: <u>601 W. 5th Street, Suite 1000, Los Angeles CA 90071</u>	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

BA, Inc.

Subcontractor's Address

555 W. 5th Street, FL 35, Los Angeles, CA 90013

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Hope A. Bullock, III Title: Owner/ CEO/ Principal

Address: 555 W. 5th Street, FL 35, Los Angeles, CA 90013

Name: Demauris Terry Title: Executive Vice President, COO

Address: 555 W. 5th Street, FL 35, Los Angeles, CA 90013

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

D'Leon Consulting Engineers

Subcontractor's Address

3605 Long Beach Blvd Ste 235 Long Beach, CA 90807

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Borja Leon, PE

Title: CEO

Address: 3605 Long Beach Blvd Ste 235 Long Beach, CA 90807

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Diaz Consultants, Inc. dba Diaz Yourman & Associates

Subcontractor's Address

1616 E. 17th Street, Santa Ana, CA 92705

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Christopher M. Diaz Title: Principal/President

Address: 1616 E. 17th Street, Santa Ana, CA 92705

Name: S. Niranjana Title: Principal

Address: 1616 E. 17th Street, Santa Ana, CA 92705

Name: Clint Isa Title: Principal

Address: 1616 E. 17th Street, Santa Ana, CA 92705

Name: Saroj Weeraratne Title: Principal

Address: 1616 E. 17th Street, Santa Ana, CA 92705

Name: Title:

Address:

Name: Title:

Address:

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Fryman Management, Inc.

Subcontractor's Address

18 Goodyear Suite 105 Irvine, CA 92618

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Ross Fryman

Title: President

Address: 18 Goodyear Suite 105 Irvine, CA 92618

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Hirschmugl, Heine & Associates, Inc

Subcontractor's Address

Mailing: PO Box 898, Mammoth Lakes, CA 93546
Physical: 554 Sierra Springs Dr, Crowley Lake, CA 93546

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Amy S Heine Title: President
Address: PO Box 898 Mammoth Lakes, CA 93546

Name: Stephen K Hirschmugl Title: Exec Vice President
Address: 676 Plantation Blvd, West River, MD 20778

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

IDC Consulting Engineers, Inc.

Subcontractor's Address

300 S. Harbor Blvd., Ste. 710, Anaheim, CA 92805

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Mingjian Chen Title: Board Chair

Address: 300 S. Harbor Blvd., Ste. 710, Anaheim, CA 92805

Name: Xiaoyun Wu Title: President

Address: 300 S. Harbor Blvd., Ste. 710, Anaheim, CA 92805

Name: Wendy Li Title: Treasurer/Secretary

Address: 300 S. Harbor Blvd., Ste. 710, Anaheim, CA 92805

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Kimberlina Whettam & Associates, Inc.

Subcontractor's Address

241 S. Figueroa Street, Suite 250 Los Angeles, CA 90012

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Kimberlina Whettam

Title: Founder, Principal, CEO

Address: 241 S. Figueroa Street, Suite 250 Los Angeles, CA 90012

Name: Rogelio Navar

Title: Co-managing Principal

Address: 241 S. Figueroa Street, Suite 250 Los Angeles, CA 90012

Name: Dawn Crosby

Title: Chief Operating Officer

Address: 241 S. Figueroa Street, Suite 250 Los Angeles, CA 90012

Name:

Title:

Address:

Name:

Title:

Address:

Name:

Title:

Address:

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Kroner Environmental Services, Inc.

Subcontractor's Address

10801 National Blvd, Suite#415 Los Angeles, CA 90064

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Tamara Kroner Title: President
Address: 10801 National Blvd, Suite#415 Los Angeles, CA 90064

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Lynn Capouya, Inc.

Subcontractor's Address

17992 Mitchell South, Suite 110, Irvine, CA 92614

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Lynn Capouya

Title: President

Address: 17992 Mitchell South, Suite 110, Irvine, CA 92614

Name: Jane Cataldo

Title: Design Director

Address: 17992 Mitchell South, Suite 110, Irvine, CA 92614

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

MA Engineering

Subcontractor's Address

1000 S. Fremont Avenue, Unit 31, Suite 1201, Alhambra, CA 91803

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Adolfo Mota, PE Title: President

Address: 1000 S. Fremont Avenue, Unit 31, Suite 1201, Alhambra, CA 91803

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

McLean & Schultz

Subcontractor's Address

3010 Saturn Street, Suite 201, Brea, CA 92821

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: John R. Arias, S.E. Title: CEO, CFO, President

Address: 3010 Saturn Street, Suite 201, Brea, CA 92821

Name: Jean-Marie Sarah, S.E. Title: Vice-President - Engineering Group

Address: 3010 Saturn Street, Suite 201, Brea, CA 92821

Name: Fredrick Crooks, A.I.A. Title: Vice-President - Architectural Group

Address: 3010 Saturn Street, Suite 201, Brea, CA 92821

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

MGE Engineering, Inc.

Subcontractor's Address

355 S. Grand Avenue, Suite 2450, Los Angeles, CA 90071

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: H. Fred Huang Title: President/CEO/COO
Address: 7415 Greenhaven Drive, Sacramento, CA 95831

Name: Robert Sennett Title: Vice President
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

Name: Majid Sarraf Title: Vice President
Address: 355 S. Grand Avenue, Suite 2450, Los Angeles, CA 90071

Name: Stephen Hawkins Title: Vice President
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

Name: Kang Chen Title: Vice President
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

Name: Title:
Address:

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors
(Bidders)**Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Modern Times, Inc.
Subcontractor's Address
1892 E. Altadena Dr., Altadena, CA 91001

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Joseph R. Hernandez	Title: President
Address: 1892 E. Altadena Dr., Altadena, CA 91001	
Name: N/A	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Paul Murdoch Architects

Subcontractor's Address

6310 San Vicente Blvd., Suite 400, Los Angeles, CA 90048

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Paul Murdoch Title: President
Address: 6310 San Vicente Blvd., Suite 400, Los Angeles, CA 90048

Name: Milena Murdoch Title: Vice President
Address: 6310 San Vicente Blvd., Suite 400, Los Angeles, CA 90048

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Psomas

Subcontractor's Address

555 S. Flower St, Suite 4300, Los Angeles, 90017

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Steve Margaroni

Title: President & CEO

Address: 1075 Creekside Ridge Dr STE 200, Roseville, CA 95678

Name: Nick Tarditti

Title: CFO, Treasurer, Assistant Secretary

Address: 100 Corporate Pointe #265, Culver City, CA 90230

Name: Chad Wilson

Title: Vice President, Secretary

Address: 5 Hutton Centre Dr #300, Santa Ana, CA 92707

Name: David Moritz

Title: Vice President

Address: 5 Hutton Centre Dr #300, Santa Ana, CA 92707

Name: Richard Sullivan

Title: Vice President

Address: 555 S. Flower Street, Suite 4300, Los Angeles, CA 90071

Name: Donald Lee Whiteley

Title: Vice President

Address: 1075 Creekside Ridge Drive, Suite 200, Roseville, CA 95678

☒ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Psomas

Subcontractor's Address

555 S. Flower St, Suite 4300, Los Angeles, 90017

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Jeffrey Chess Title: Vice President

Address: 555 S. Flower Street, Suite 4300, Los Angeles, CA 90071

Name: Matthew Clark Title: Vice President

Address: 333 E. Wetmore Road Suite 450, Tucson, AZ 85705

Name: Alysen Weiland Title: Vice President

Address: 555 S. Flower Street, Suite 4300, Los Angeles, CA 90071

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Selbert Perkins Design

Subcontractor's Address

432 Culver Blvd, Playa del Rey, CA 90293

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: **Robin Perkins**

Title: **President**

Address: **432 Culver Blvd, Playa del Rey, CA 90293**

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name	Steiner Consulting Inc.
Subcontractor's Address	80 Ilex Drive, Thousand Oaks, CA 91320

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Jill Steiner	Title: President
Address: 80 Ilex Drive, Thousand Oaks, CA 91320	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

The Alliance Group Enterprise, Inc.

Subcontractor's Address

3699 Wilshire Boulevard, Suite 1210, Los Angeles, CA 90010

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Andy Duong Title: President
Address: 10291 Masterson Avenue, Stanton, CA 90680

Name: Jose Adrian Troncoso Title: Vice President
Address: 915 Novel, Irvine, CA 92618

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

V&A Inc

Subcontractor's Address

1111 S. Grand Ave, Suite 103, Los Angeles, CA 90015

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Jose Valle

Title: CEO

Address: 749 LAKWOOD PLACE PASADENA, CA 91106

Name: Gerzain Figueroa

Title: CFO

Address: 10424 BROOKSHIRE AVENUE DOWNEY, CA 90241

Name: Noah Busch

Title: Secretary

Address: 3825 PINE AVENUE LONG BEACH, CA 90807

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors
(Bidders)**Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
X-Spatial, LLC
Subcontractor's Address
5777 W. Century Blvd., LA, CA 90045 Suite 765

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Adriana Vernon	Title: CEO / Manager
Address: 5777 W. Century Blvd., Suite 765, LA, CA 90045	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	

☐ Check this box if additional Schedule B pages are attached.

Contractor Responsibility Program

The bottom half of the image features an abstract geometric design. It consists of several overlapping diagonal stripes in various shades of blue and green, creating a sense of depth and movement. The stripes are of different widths and angles, some pointing towards the top-left and others towards the bottom-right.

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: Airfield & Terminal Modernization Program (ATMP) Landside Improvements Project

B. BIDDER/CONTRACTOR INFORMATION:

Skanska USA Civil West California District Inc.	N/A		
Legal Name	DBA		
1995 Agua Mansa Rd., Riverside, CA 92509			
Street Address	City	State	Zip
James Bailey, Senior Vice President	(951) 684-5360	(951) 788-2449	
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- ☐ An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**
- ☒ An update of a prior CRP Questionnaire dated 4 / 6 / 2020. **Please complete all questions and sign Attachment A.**
- ☐ A copy of the initial CRP Questionnaire dated ____/____/____. **Please sign below and return this page.**

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

James Bailey, Senior Vice President		8/1/22
Print Name, Title	Signature	Date

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No

If Yes, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No See Attachments

If Yes, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

Response to Question #10

Project Name: Exposition LRT Phase 2 Design-Build Project

(a) Contract No. and Dates

Contract: XP8092-002, May 2011 - Dec. 2015

(b) Awarding Authority

Exposition Metro Line Construction Authority

(c) Owner Contact Name and Phone Number

William Reagan, (213) 243-5522

(d) Description and Success of Performance

This 6.9-mile light rail transit project with 7 stations was completed to the owner's satisfaction and received 5 awards, including the Outstanding Transportation Project of the Year by the American society of Civil Engineers.


(e) Contract Value

\$645,749,083

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

James Bailey, Senior Vice President
Print Name, Title


Signature

8/1/22

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

Response to Question #10

Project Name: I-5 North Coast Corridor (CM/GC)

(a) Contract No. and Dates

Contract: 112T21CN, Jan. 2015 - March 2021

(b) Awarding Authority

California Department of Transportation (Caltrans)

(c) Owner Contact Name and Phone Number

Arturo Jacobo, (619) 688-6816

(d) Description and Success of Performance

The project includes 14 miles of highway widening and highway bridges, construction of new railroad bridges and track, and lagoon restoration and enhancements along the coast. The highway component incorporates an additional northbound and southbound HOV lane, demolition and reconstruction of two highway bridges over the San Elijo Lagoon and Bataquitos Lagoons. The rail segment of the project includes installation of 3.7 miles of ballasted track and the demolition and reconstruction of two new railroad bridges over the San Elijo and Bataquitos lagoons. Similar to the highway bridges, both rail bridges run over two highly sensitive lagoons and require extreme care to protect the lagoon.


(e) Contract Value

\$573,475,927

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

James Bailey, Senior Vice President
Print Name, Title


Signature

8/1/22
Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

Response to Question #10

Project Name: I-15 Express Lanes Project

(a) Contract No. and Dates

Contract: 16-31-057-00, July 2017 - May 2020

(b) Awarding Authority

Riverside County Transportation Commission (RCTC)

(c) Owner Contact Name and Phone Number

Anne Mayer, (951) 787-7907

(d) Description and Success of Performance

This project added two express lanes in both directions from Cajalco Road to SR 60 in Riverside County to reduce congestion, improve traffic operations, and minimize emissions. It widened 11 bridges and constructed new soundwalls, signs, and associated drainage improvements, as well as supporting toll system infrastructure, including power and communication conduits, power supply to the tolling gantries and signs, structures for future tolling equipment, and equipment cabinet pads. The project was also constructed in and over the Santa Ana River floodplain and included temporary channel diversion in a wetland under a Section 4040 permit. We developed the work sequence over the river using 3D modeling to understand staging, sequence, and equipment placement and completed all necessary clear and grub work early to eliminate the impact on the birds' nesting season.

(e) Contract Value

\$270,995,747

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

James Bailey, Senior Vice President
Print Name, Title


Signature

8/1/22

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

Response to Question #10

Project Name: I-805 North HOV/BRT Design-Build

(a) Contract No. and Dates

Contract: 11-2T2004, Sept. 2015 - June 2016

(b) Awarding Authority

California Department of Transportation (Caltrans)

(c) Owner Contact Name and Phone Number

Ron Caraet, (619) 220-7377

(d) Description and Success of Performance

Skanska led this complex highway and interchange project, the first design-build contract awarded by Caltrans, including the design and construction of a 3.5-mile high occupancy vehicle (HOV)/Bus Rapid Transit (BRT) lane in each direction from SR 52 to Mira Mesa Boulevard. The project also added a direct access ramp (DAR) and tie-back walls and Carroll Canyon Road, five bridges, median widening and improvements. Other scope elements included concrete barriers, grading, drainage, signs, and electrical and structural section components. Our team also handled safety QA/QC, environmental management over 303d-listed waterways, public relations, and coordination with railroads, utilities and two adjacent contractors.

(e) Contract Value

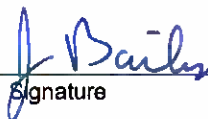
\$84,652,989

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

James Bailey, Senior Vice President

Print Name, Title


Signature

8/1/22

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

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Response to Question #10

Project Name: Mid-Coast Transit Corridor (CM/GC)

(a) Contract No. and Dates

Contract: 5001941, Sept. 2014 - Apr. 2022

(b) Awarding Authority

San Diego Association of Governments (SANDAG)

(c) Owner Contact Name and Phone Number

John Haggerty, (619) 699-3937

(d) Description and Success of Performance

Skanska worked collaboratively with the Owner to deliver this 10.9-mile light rail extension in Downtown San Diego. The project included 9 new stations (5 aerial stations and 4 at-grade stations), 5 park and ride facilities with over 1,070 parking spaces and 14 new and 2 upgraded traction power substations. Our team successfully negotiated \$48 million in orders and continuously developed value engineering ideas.

(e) Contract Value

\$1,461,222,394

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

James Bailey, Senior Vice President
Print Name, Title


Signature

8/1/22
Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

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Response to Question #10

Project Name: Regional Connector Transit Corridor

(a) Contract No. and Dates

Contract: C0980, Jul. 2014 - Jan. 2022

(b) Awarding Authority

Los Angeles County Metropolitan Transportation Authority (LACMTA)

(c) Owner Contact Name and Phone Number

Gary Baker, (213) 893-7191

(d) Description and Success of Performance

The Regional Connector Transit Project is a 1.9-mile tunnel connection between the Gold Line light rail from Pasadena and East Los Angeles to the Blue Line to Long Beach and the new Expo Line to Santa Monica. The project used a pressurized-face Tunnel Boring Machine (TBM) for the twin-bored tunnels, created three underground station and had more than 1,300 feet of cut and cover tunnel work on Flower Street. In addition, the project included design, installation, testing and commissioning of track, systems, and finishes work.

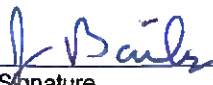
(e) Contract Value

\$1,217,187,007

CERTIFICATION UNDER PENALTY OF PERJURY

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James Bailey, Senior Vice President
Print Name, Title


Signature

8/1/22
Date

ATTACHMENT "A"
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Response to Question #10

Project Name: San Francisco International Airport (SFO) AirTrain Extension
(Progressive Design Build)

(a) Contract No. and Dates

Contract: 10504.66, Aug. 2016 - Aug. 2020

(b) Awarding Authority

City and County of San Francisco

(c) Owner Contact Name and Phone Number

James Hawley, (650) 821-5904

(d) Description and Success of Performance

Skanska provided design-build services for this contract and cooperated with a number of on-site stakeholders including the hotel operator, AirTrain Systems contractor (Bombardier), SFO airport operations, SFO aviation and parking management, and United Airlines. The project consisted of the design and construction of a new elevated guide-way extension and superstructure; a new Long Term Parking (LTP) Lot DD AirTrain Station; and a new AirTrain for the on-airport hotel (Grand Hyatt). This project extended the Blue Line approximately one-half mile further to the existing LTP Garage, surface parking Lot DD, United Airlines employee parking, the SFO Cell Phone Waiting Lot, ground transportation vehicle staging areas, and the site for a new LTP Garage #2.

(e) Contract Value


\$172,057,201

CERTIFICATION UNDER PENALTY OF PERJURY

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James Bailey, Senior Vice President

Print Name, Title


Signature

8/1/22

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

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Response to Question #10

Project Name: Sixth Street Viaduct Replacement Project (CM/GC)

(a) Contract No. and Dates

Contract: C-123545, Aug. 2015 - Jul. 2022

(b) Awarding Authority

City of Los Angeles Bureau of Engineering

(c) Owner Contact Name and Phone Number

Julie Allen, (213) 847-0346

(d) Description and Success of Performance

Skanska worked collaboratively with the owner to deliver this iconic bridge replacing the previous Sixth Street Viaduct which extends 3,500 feet over the Los Angeles River. Our team successfully negotiated \$49 million in task orders and continuously developed value engineering ideas.

(e) Contract Value

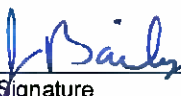
\$359,724,401

CERTIFICATION UNDER PENALTY OF PERJURY

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James Bailey, Senior Vice President

Print Name, Title


Signature

8/1/22

Date

ATTACHMENT "A"
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Response to Question #10

Project Name: Westside Subway (Purple Line) Extension Project, Phase 1

(a) Contract No. and Dates

Contract: C1045, Nov. 2014 - Oct. 2024

(b) Awarding Authority

Los Angeles County Metropolitan Transportation Authority (LACMTA)

(c) Owner Contact Name and Phone Number

Jim Cohen, (323) 922-7911

(d) Description and Success of Performance

The project uses two slurry pressure balance (SPB) tunnel boring machines (TBMs) for 3.9 miles of twin-bored tunnels. Each 21-foot diameter tunnel uses a precast segmental lining to serve as the initial ground support and final lining in the tunnel. The project includes tunnels classified as gassy conditions and asphalt impacted soils (tar sands). The three underground stations are 850-1,000 feet long and 65-80 feet deep. Trackwork includes installing direct fixation track (mounted on concrete plinths or low-vibration precast block-encased in concrete) and two tail tracks at the end of the tunnels west of the Wilshire/La Cienega station for future phases. The design, installation, testing, and commissioning of systems and finishes work includes traction power, automatic train control, signaling, communications, and a ventilation system. Work also includes utility relocation and protection, street improvements, and a cut-and-cover TBM interface chamber.

(e) Contract Value

\$1,924,220,918

CERTIFICATION UNDER PENALTY OF PERJURY

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James Bailey, Senior Vice President

Print Name, Title


Signature

8/1/22

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

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Response to Question #10

Project Name: LAWA RUE (Roadways, Utilities, Enabling Projects)

(a) Contract No. and Dates

Contract: BCO-082720, Dec. 2020 - Dec. 2025

(b) Awarding Authority

Los Angeles World Airports (LAWA)

(c) Owner Contact Name and Phone Number

Jake Adams, (424) 646-5113

(d) Description and Success of Performance

Skanska is providing design-build services for the Roadways, Utilities, and Enabling Projects (RUE) contract, which aims to establish roadway construction and utilities infrastructure that will support high-priority projects intended to help relieve congestion around Los Angeles International Airport (LAX), such as the Automated People Mover (APM), the Consolidated Rent-A-Car (ConRAC) facility, and the Intermodal Transportation Facility (ITF)-West. RUE consists of more than 16 projects, including an extension of 98th Street from its current end at Bellance Avenue to the I-405 freeway, improvements to the southbound I-405 freeway on- and off-ramps at 98th Street, and utilities construction and wayfinding signage installation around LAX.

(e) Contract Value

\$298,043,897

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

James Bailey, Senior Vice President

Print Name, Title


Signature

8/1/22

Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Skanska USA Civil West California District Inc., 1995 Agua Mansa Rd., Riverside, CA 92509 (951) 684-5360

Company Name, Address and Phone Number


Signature of Officer or Authorized Representative

8/1/22

Date

James Bailey, Senior Vice President

Print Name and Title of Officer or Authorized Representative

Airfield & Terminal Modernization Program (ATMP) Landside Improvement Project

Project Title

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. PROJECT TITLE: Airfield and Terminal Modernization Project (ATMP) Landside Improvements Project

B. BIDDER/CONTRACTOR INFORMATION:

Flatiron West, Inc.	Flatiron West, Inc.		
Legal Name	DBA		
14726 Ramona Avenue, Suite 300	Chino	CA	91710
Street Address	City	State	Zip
Ural Yal, Senior Vice President	909-597-8413	909-597-5180	
Contact Person, Title	Phone	Fax	

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

☒ An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**

☐ An update of a prior CRP Questionnaire dated ____/____/____. **Please complete all questions and sign Attachment A.**

☐ A copy of the initial CRP Questionnaire dated ____/____/____. **Please sign below and return this page.**

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

Ural Yal, Senior Vice President

Print Name, Title


Signature

08/04/2022

Date

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If **Yes**, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☐ Yes ☒ No Please see Attachment A.

If **Yes**, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No

If **Yes**, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☒ Yes ☐ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

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PERFORMANCE HISTORY

Response to Question 9: Meeting Scheduled Deliverables or Milestones

No, not in a situation where the failure was caused by Flatiron West, Inc., and ultimately considered a breach of a contractual requirement under the relevant contract. Given the volume of work we perform, there have been projects where the project did not meet originally scheduled milestones. These delays were caused by excusable events and therefore the projects were not contractually liable for such delays and were given time relief.

Response to Question 10: Contracts for Similar Work

LAX Automated People Mover

(a) Contract number: L8PM-90-K001 Dates: 02/2018 - 03/2023 (Anticipated)

(b) Awarding authority: Los Angeles World Airports (LAWA)

(c) Contact name and phone number: Jake Adams 310-678-5355

(d) Description and success of performance: The Los Angeles World Airports (LAWA) has proposed an Automated People Mover (APM) system to connect passengers from a Consolidated Rent-A-Car Center, to an intermodal Transportation Facility (LAX Connect) and then to the Central Terminal Area of the Los Angeles International Airport (LAX).

(e) Total dollar amount: \$1.95B

San Diego International Airport Terminal 1 Replacement Program

(a) Contract number 800672-OB Dates: 09/2020 - 12/2027 (Anticipated)

(b) Awarding authority: San Diego County Regional Airport Authority

(c) Contact name and phone number: Bob Bolton 619-400-2935

(d) Description and success of performance: The project includes preconstruction and construction phases for the new 1.2M-SF Terminal 1 structure, arrival and departure roadways, pedestrian bridges, utilities (new and relocated), parking garage, taxiway improvements and improvements to the existing central utility plant.

(e) Total dollar amount: \$2.2 B

Continued on next page.

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Ural Yal, Senior Vice President



08/04/2022

Print Name, Title

Signature

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

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Additional Attachment "A" #1 - continued from previous.

PERFORMANCE HISTORY

Response to Question 10: Contracts for Similar Work (continued)

Denver International Airport - Concourse A & B Project

(a) Contract number: PLANE-201631723-00 Dates: 10/2017 - Current (On Schedule for 6/2024)

(b) Awarding authority: City and County of Denver

(c) Contact name and phone number: Stu Williams 720-840-5292

(d) Description and success of performance: DEN is undergoing a concourse expansion project that increases its capacity by 30%. Flatiron and sister company, Turner Construction Company, formed a joint venture (TFJV) to build and renovate 620,000 SF of total expansions for Concourses A-West and B-West, adding 16 new gates, five of which are new international gates. This project increases DEN's de-icing capabilities with new facilities located at the west end of each concourse. It also increases fueling efficiency with the installation of new in-ground jet-fuel pits for all new gates.

(e) Total dollar amount: \$1,125,000,000 to date

San Diego Airport - Green Build

(a) Contract number: 201301A Dates: July 2009 – December 2012

(b) Awarding authority: San Diego County Regional Airport Authority

(c) Contact name and phone number: Dan McGuckin 619-400-2400

(d) Description and success of performance: This project is part of a larger \$1 billion program to expand the San Diego International Airport including 470,000 square-foot, three-story and 10-gate expansion of the west terminal building, 1.5 million square-feet of new taxiway and jet parking. Flatiron worked on the expansion of the Terminal 2 West building and airside (the runway side of the new terminal building) and acted as the construction manager for the airside portion of the contract.

(e) Total dollar amount: \$476, 900,000

Continued on next page.

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Ural Yal, Senior Vice President



08/04/2022

Print Name, Title

Signature

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

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Additional Attachment "A" #2 - continued from previous.

PERFORMANCE HISTORY

Response to Question 10: Contracts for Similar Work (continued)

SAC Terminal Modernization

(a) Contract number: TMP CTB-A01 and Dates: 06/2008 – 10/2012

(b) Awarding authority: County of Sacramento Airport Commission

(c) Contact name and phone number: Thor Lude 916-215-2312

(d) Description and success of performance: This project consisted of the construction of the new concourse building to replace Terminal B, airfield improvements, half of a tug tunnel used to transport luggage, and the elevated viaduct structure for the Automated People Mover (APM) system. This project was LEED-NC Silver Certified. Flatiron's role on the project consisted of design coordination and constructability review of design and the construction of civil work such as pile installation and superstructure construction, airport apron planning, airfield traffic flow, anti-terrorism/force protection/security systems and airfield paving.

(e) Total dollar amount: \$287 M

Continued on next page.

CERTIFICATION UNDER PENALTY OF PERJURY

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Ural Yal, Senior Vice President



08/04/2022

Print Name, Title

Signature

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

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Additional Attachment "A" #3 - continued from previous.

COMPLIANCE

Response to question #11 - Compliance Violations:

1) Entity Involved: Flatiron West, Inc. Inspection Dates: 08/06/2019 Date of Instance: 08/16/2019 Date of Abatement: 09/04/2019 Inspection #: 1420984.015, Type: Other.

Circumstance Around Instance & Outcome: Heat Illness Prevention Plan. The employer shall establish, implement, and maintain, an effective heat illness prevention plan. The plan shall be in writing in both English and the language understood by the majority of the employees and shall be made available at the worksite to employees and to representatives of the Division upon request. The Heat Illness Prevention Plan may be included as part of the employer's Illness and Injury Prevention Program required by section 3203. Status: Administrative Law Judge Order

2) Entity Involved: Flatiron Constructors, Inc. Inspection Dates: 07/11/2019 Date of Instance: 07/11/2019 Date of Abatement: 08/29/2019 Inspection #: 1414845.015, Type: Other.

Circumstance Around Instance & Outcome: The employee was assisting with a shouldering attachment for a skid loader when the operator backed up and the attachment struck the employee's leg resulting in hospitalization. Status: Informal Settlement.

3) Entity Involved: Flatiron Construction Corp. Inspection Dates: 08/25/2020 Date of Instance: 11/20/2020 Date of Abatement: 12/17/2020 Inspection #: 1490033.015, Type: Other.

Circumstance Around Instance & Outcome: Did not meet the specifications for accident prevention signs and tags. Status: Informal Settlement.

4) Entity Involved: Flatiron Constructors, Inc. Inspection Dates: 12/07/2020 Date of Instance: 03/05/2021 Date of Abatement: 03/31/2021 Inspection #: 1505277.015, Type: Other.

Circumstance Around Instance & Outcome: Employee was operating an all-terrain forklift when he drove on a slope causing the forklift to rollover. The incident resulted in hospitalization. Status: Informal Settlement.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Ural Yal, Senior Vice President



08/04/2022

Print Name, Title

Signature

Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

Flatiron West, Inc. 14726 Ramona Ave., Suite 300 Chino, CA 91710 909-597-8413

Company Name, Address and Phone Number



08/04/2022

Signature of Officer or Authorized Representative

Date

Ural Yal, Senior Vice President

Print Name and Title of Officer or Authorized Representative

AIRFIELD & TERMINAL MODERNIZATION PROGRAM (ATMP) LANDSIDE IMPROVEMENTS PROJECT AT LOS ANGELES

Project Title

Iran Contracting Compliance Affidavit



IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Skanska USA Civil West California District Inc.		BTRC (or n/a) 0002412916-0001-5
By (Authorized Signature) 		
Print Name and Title of Person Signing James Bailey, Senior Vice President		
Date Executed 8/1/22	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

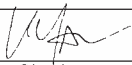
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Flatiron West, Inc.		BTRC (or n/a) 0002404726-0001-1
By (Authorized Signature) 		
Print Name and Title of Person Signing Ural Yal, Senior Vice President		
Date Executed 08/04/2022	City Approval (Signature) _____ (Print Name)	

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature) _____ (Print Name)	

Equal Benefits Ordinance



LAWA EBO COMPLIANCE

FOR LAWY CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ecoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: Skanska USA Civil West California District Inc.

Company Address: 1995 Agua Mansa Rd.

City: Riverside State: CA Zip: 92509

Contact Person: James Bailey Phone: (951) 684-5360 E-mail: james.bailey@skanska.com

Approximate Number of Employees in the United States: 1,614

Approximate Number of Employees in the City of Los Angeles: 913

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☒..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Skanska USA Civil West

California District Inc. _____ will comply with the Equal Benefits Ordinance requirements

Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 1st day of August, in the year 2022, at Riverside, CA

(City)

(State)

Signature

James Bailey

Name of Signatory (please print)

Senior Vice President

Title

1995 Agua Mansa Rd.

Mailing Address

Riverside, CA 92509

City, State, Zip Code

95-1751673

EIN/TIN

LAWA EBO COMPLIANCE

FOR LAWY CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: Flatiron West, Inc.

Company Address: 14726 Ramona Avenue, Suite 300

City: Chino State: CA Zip: 91710

Contact Person: Ural Yal Phone: 909.597.8413 E-mail: uyal@flatironcorp.com

Approximate Number of Employees in the United States: 1018

Approximate Number of Employees in the City of Los Angeles: 154

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

LAWA EBO COMPLIANCE

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- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☐..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☒..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☒..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) January 1, 2023.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Flatiron West, Inc. will comply with the Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this <u>04</u> day of <u>August</u> , in the year 20 <u>22</u> , at <u>Chino</u> , <u>CA</u>	
	(City) (State)
Signature	<u>14726 Ramona Avenue, Suite 300</u>
	Mailing Address
<u>Ural Yal</u>	<u>Chino, CA 91710</u>
Name of Signatory (please print)	City, State, Zip Code
<u>Senior Vice President</u>	<u>84-1173347</u>
Title	EIN/TTN

Municipal Lobbying Ordinance

The bottom half of the image features an abstract geometric design. It consists of several overlapping diagonal stripes in various shades of blue and green, creating a dynamic, layered effect that contrasts with the solid blue background above.

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing ☐ Amendment: Date of Signed Original 8/1/22 Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) 202510	Awarding Authority (Department awarding the contract) City of Los Angeles - Los Angeles World Airports
Bidder Name Skanska USA Civil West California District Inc.	
Address 1995 Agua Mansa Rd., Riverside, CA 92509	
Email Address james.bailey@skanska.com	Phone Number (951) 684-5360

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

James Bailey

Name

Senior Vice President

Title


Signature

8/1/22

Date

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing ☐ Amendment: Date of Signed Original 08/04/22 Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) 202510	Awarding Authority (Department awarding the contract) City of Los Angeles - Los Angeles World Airports
Bidder Name Flatiron West, Inc.	
Address 14726 Ramona Avenue, Suite 300 Chino, CA 91710	
Email Address uyal@flatironcorp.com	Phone Number 909-597-8413

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.


I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Ural Yal

Name

Senior Vice President

Title



Signature

08/04/2022

Date

DBE Subcontractor Participation Plan

The bottom half of the image features an abstract geometric design. It consists of various overlapping triangles and lines in shades of blue and green. The design is dynamic and modern, with sharp angles and a sense of movement. The colors range from a deep navy blue to a lighter sky blue, with some green accents at the bottom.

INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Bidder/Proposer and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit. You may add pages as needed.

Project Title – The name of the project at the time of bid or proposal.

Bid/Proposal Amount – Total amount bidder/proposer proposed for the project.

Company Information – The complete name, address, phone number (including area code), Federal Tax Identification Number, email and contact person for the bidder/proposer and each subcontractor, vendor or supplier.

- *Ethnicity – African American, Hispanic American, Native American, Asian-Pacific Islander, Subcontinent Asian Indian, Asian American, Aleut, Eskimo, Caucasian*
- *Gender – Male, Female*
- *Certification Type* –*

ACDBE (Airport Concession Disadvantaged Business Enterprise)

DBE (Disadvantaged Business Enterprise)

DVBE (Disabled Veteran Business Enterprise)

LBE (Local Business Enterprise)

*LSBE (Local Small Business Enterprise)***

MBE (Minority Business Enterprise)

SBE (Small Business Enterprise)

WBE (Woman Business Enterprise)

*Any firm that is not certified as an ACDBE, DBE, DVBE, LBE, LSBE, MBE, SBE or WBE is considered an OBE (Other Business Enterprise).

**LSBE designation is only for firms that are certified as both SBE and LBE.

- *Certifying Agency – Agency that issued the certification*
City of Los Angeles (Department of Public Works)
CALIF DGS (State of California Department of General Services)
CALTRANS (California Department of Transportation)
METRO (L.A. County Metropolitan Transportation Authority)
SBA (Federal Small Business Administration)
DVA (Department of Veterans Affairs)
USWCC (US Women's Chamber of Commerce)
WBEC-WEST (Women's Business Enterprise Council – WEST)
NWBOC (National Women Business Owners Corporation)

Description of Project Services – A brief description of the work the bidder/proposer or subcontractor will perform.

NAICS – North American Industry Classification System codes listed at <http://www.census.gov/epcd/www/naics.html>

In order to receive credit for ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation, the companies must be certified in the NAICS code for the specific work they will perform on the contract.

Amount Proposed – Indicate the anticipated amount to be paid to the subcontractor over the term of the contract.

Proposed Percentage – Calculate the subcontractor's share of the contract by dividing the Subcontractors Proposed Amount by the Bid/Proposal Amount.

Please note: For projects with ACDBE or DBE goals, the Code of Federal Regulations, Title 49, Part 26.55(e) allows only 60% of the Amount Proposed to be used in the calculation for a subcontractor who is a regular dealer/supplier.

Signature/Date – This form must be signed by a responsible person capable of committing the firm contractually.

Participation Level Proposed by Bidder/Proposer –

Indicate the level of ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE participation proposed by Bidder/Proposer.

Goal(s) Stated in the Request for Bid/Proposal –

The ACDBE/DBE/DVBE/LBE/LSBE/MBE/WBE/SBE goal(s) established by Procurement Services Division for the Request for Bid/Proposal.

For information regarding the certification process, please call the Department of Public Works, Centralized Certification Section at (213) 847-2684.

SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You **MUST** list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You **MUST** fill out ALL applicable fields completely for the Prime and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit.

Project Title: Airfield & Terminal Modernization Program Landside Improvements Project Today's Date: August 17, 2022

BIDDER/PROPOSER COMPANY INFORMATION		Bid/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES
NAME: Skanska - Flatiron, A Joint Venture	ETHNICITY: NA	To Be Determined Based on Task Orders		Prime Contractor (PDB)
ADDRESS: 1995 Agua Mansa Road	GENDER: NA			
CITY/STATE/ZIP: Riverside, CA 92509	FEDERAL TAX ID #: 47-1870625			
CONTACT NAME: James Bailey	EMAIL: James.Bailey@skanska.com			
TELEPHONE NO: 602.463.1740				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 237310
SUBCONTRACTOR COMPANY INFORMATION		\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: HNTB Corporation	ETHNICITY: NA	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Lead Design Firm / EOR
ADDRESS: 6033 West Century Blvd. Ste. 1050	GENDER: NA			
CITY/STATE/ZIP: Los Angeles, CA 90045	FEDERAL TAX ID #: 43-1623092			
CONTACT NAME: Richard Hart, PE	EMAIL: rhart@hntb.com			
TELEPHONE NO: 714.504.2293				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541330
NAME: Steiner Consulting	ETHNICITY: Caucasian	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	AHJ & Third Party Coordination
ADDRESS: 80 Ilex Drive	GENDER: Female			
CITY/STATE/ZIP: Thousand Oaks, CA 91320	FEDERAL TAX ID #: 84-1832344			
CONTACT NAME: Jill Steiner	EMAIL: jill@steinerconsultinginc.com			
TELEPHONE NO: 818.620.1345				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541330

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Fryman Management, Inc		ETHNICITY: NA	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	MOT and Traffic Management Coordinator
ADDRESS: 18 Goodyear #105		GENDER: NA			
CITY/STATE/ZIP: Irvine, CA 92618		EMAIL: ross@frymanmgmt.com			
CONTACT NAME: Ross Fryman		FEDERAL TAX ID #: 47-1870625			
TELEPHONE NO: 949.480.7525					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 561990	
NAME: Modern Times, Inc		ETHNICITY: Hispanic American	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	DBE solicitation and reporting support
ADDRESS: 1892 E Altadena Drive		GENDER: Male			
CITY/STATE/ZIP: Altadena, CA 91001		EMAIL: joe@moderntimesinc.com			
CONTACT NAME: Joseph Hernandez		FEDERAL TAX ID #: 475363789			
TELEPHONE NO: 213.810.6111					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541611	
NAME: Kroner Environmental Assessment		ETHNICITY: Caucasian	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Environmental Management
ADDRESS: 10801 National Blvd. Suite 415		GENDER: Female			
CITY/STATE/ZIP: Los Angeles, CA 90064		EMAIL: tkroner@kronerenvironmental.com			
CONTACT NAME: Tamara Kroner		FEDERAL TAX ID #: 20-1940753			
TELEPHONE NO: 310.474.1500					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541620	
NAME: Kimberlina Whettam & Associates		ETHNICITY: Caucasian	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Permitting Support
ADDRESS: 241 S. Figueroa Street Suite 370		GENDER: Female			
CITY/STATE/ZIP: Los Angeles, CA 90012		EMAIL: kimberlina@kwhettam.com			
CONTACT NAME: Kimberlina Whettam		FEDERAL TAX ID #: 26-3606079			
TELEPHONE NO: 818.427.2154					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 5416181	

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Diaz Yourman & Associates		ETHNICITY: Hispanic	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Geotechnical engineering for all foundation design
ADDRESS: 1616 E. 17th Street		GENDER: Male			elements and civil design elements (pavement,
CITY/STATE/ZIP: Santa Ana, CA 92705		EMAIL: cherie@diazyourman.com			underground work, etc).
CONTACT NAME: Cherie Eifler		FEDERAL TAX ID #: 33-0539260			
TELEPHONE NO: (714) 245-2920					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 541330, 541380, 541620
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: D'Leon Consulting Engineers		ETHNICITY: Hispanic	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Civil, drainage and traffic engineering services.
ADDRESS: 3605 Long Beach Blvd. Suite 235		GENDER: Male			
CITY/STATE/ZIP: Long Beach, CA 90807		EMAIL: Borja.Leon@dleonengineers.com			
CONTACT NAME: Borja Leon		FEDERAL TAX ID #: 95-4434935			
TELEPHONE NO: (562) 989-4500					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 237310, 237990, 541330, 541340, 541350,
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					541611
NAME: IDC Consulting Engineers, Inc.		ETHNICITY: Asian	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Structural and bridge engineering design services
ADDRESS: 300 S. Harbor Blvd., Suite 710		GENDER: Female			
CITY/STATE/ZIP: Anaheim, CA, 92805		EMAIL: wli@idcengineers.com			
CONTACT NAME: Wendy Li		FEDERAL TAX ID #: 33-0682076			
TELEPHONE NO: (909) 451-1338					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 541330
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: Lynn Capouya, Inc.		ETHNICITY: Caucasian	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Landscape architecture and other related design
ADDRESS: 17992 Mitchell South Suite 110		GENDER: Female			services.
CITY/STATE/ZIP: Irvine, CA 92614		EMAIL: lynn@lcapouya.com			
CONTACT NAME: Lynn Capouya		FEDERAL TAX ID #: 33-0120627			
TELEPHONE NO: (949) 756-0150 x 201					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 54132
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Paul Murdoch Architects		ETHNICITY: Caucasian	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Architecture design for specific iconic elements and monuments.
ADDRESS: 6310 San Vicente Blvd., Suite 400		GENDER: Male			
CITY/STATE/ZIP: Los Angeles, CA 90048		EMAIL: paul@paulmurdocharchitects.com			
CONTACT NAME: Paul Murdoch		FEDERAL TAX ID #: 95-4335445			
TELEPHONE NO: (310) 358-0993					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 541310
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: MA Engineering		ETHNICITY: Hispanic	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Civil, drainage and traffic engineering services.
ADDRESS: 1000 S. Fremont Avenue., Unit 31, Suite 1201		GENDER: Male			
CITY/STATE/ZIP: Alhambra, CA 91803		EMAIL: amota@m-aengineering.com			
CONTACT NAME: Adolfo Mota		FEDERAL TAX ID #: 81-1718257			
TELEPHONE NO: (619) 518-1947					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 541330
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER Clearing house, County of LA					
NAME: McLean & Schultz		ETHNICITY: Hispanic	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Structural and bridge engineering design services
ADDRESS: 3010 Saturn Street, Suite 201		GENDER: Male			
CITY/STATE/ZIP: Brea, CA 92821		EMAIL: jrarias@ms-ae.com			
CONTACT NAME: John Arias		FEDERAL TAX ID #: 95-2927040			
TELEPHONE NO: (714) 985-1100 Ext. 110					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 541310, 541330
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: Psomas		ETHNICITY: Caucasian	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Field and Land Surveying services including civil engineering services as may be needed.
ADDRESS: 555 S. Flower Street, Suite 4300		GENDER: Male			
CITY/STATE/ZIP: Los Angeles, CA 90071		EMAIL: rsullivan@psomas.com			
CONTACT NAME: Richard Sullivan		FEDERAL TAX ID #: 95-2863554			
TELEPHONE NO: (213) 223-1400					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 541370
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: The Alliance Group		ETHNICITY: Asian	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Civil, drainage and traffic engineering services.
ADDRESS: 3699 Wilshire Boulevard, Suite 1210		GENDER: Male			
CITY/STATE/ZIP: Los Angeles, CA 90010		EMAIL: Andy.Duong@tagccorp.com			
CONTACT NAME: Andy Duong		FEDERAL TAX ID #: 46-5601665			
TELEPHONE NO: (213) 505-0295					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541330, 541618, 541690	
NAME: Valle & Associates		ETHNICITY: Hispanic	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Civil, drainage and traffic engineering services.
ADDRESS: 1111 S. Grand Ave, Ste 103		GENDER: Male			
CITY/STATE/ZIP: Los Angeles, CA 90015		EMAIL: Jose.valle@va-incorp.com			
CONTACT NAME: Jose Valle		FEDERAL TAX ID #: 26-3968624			
TELEPHONE NO: (213) 972-9700					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541330, 541340, 541618, 541611, 541350	
NAME: x-Spatial, LLC		ETHNICITY: N/A	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	GIS and mapping of utility infrastructure and other services.
ADDRESS: 5777 W. Century Blvd, Suite 765		GENDER: N/A			
CITY/STATE/ZIP: Los Angeles, CA 90045		EMAIL: Ed.maghboul@x-spatial.com			
CONTACT NAME: Ed Maghboul		FEDERAL TAX ID #: 20-4898631			
TELEPHONE NO: (310) 293-8268					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 51913, 51919, 518210, 541511, 541513, 541519	
NAME: MGE Engineering, Inc.		ETHNICITY: Asian-Pacific Islander	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Structural and bridge engineering design services
ADDRESS: 355 S. Grand Avenue, Suite 2450		GENDER: Male			
CITY/STATE/ZIP: Los Angeles, CA 90071		EMAIL: fhuang@mgeeng.com			
CONTACT NAME: H. Fred Huang		FEDERAL TAX ID #: 68-0231292			
TELEPHONE NO: (916) 421-1000					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER Santa Clara Valley Transportation Authority				NAICS: 541330	

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Hirschmugl, Heine & Associates		ETHNICITY: Caucasian	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	CPM Scheduling Support
ADDRESS: 554 Sierra Springs Drive		GENDER: Female			
CITY/STATE/ZIP: Crowley Lake, CA 93546		EMAIL: aheine@hhaconsulting.com			
CONTACT NAME: Amy Heine		FEDERAL TAX ID #20-4063702			
TELEPHONE NO: 410.533.1833					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS:	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					541330
NAME: BA Inc.		ETHNICITY: African American	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Civil, drainage and traffic engineering services.
ADDRESS: 555 W 5th Street, FL 35		GENDER: Male			
CITY/STATE/ZIP: Los Angeles, CA 90013		EMAIL: dterry@baincorp.com			
CONTACT NAME: Demauris Terry		FEDERAL TAX ID #: 20-1288967			
TELEPHONE NO: (310) 968-9315					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS:	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					541330, 221310, 221320, 541340, 541611, 541990
NAME: Shelbert Perkins Design		ETHNICITY: Caucasian	To Be Determined Based on Task Orders	To Be Determined Based on Task Orders	Specialty design services related to aesthetic lighting.
ADDRESS: 432 Culver Blvd.		GENDER: Female			
CITY/STATE/ZIP: Playa del Rey, CA 90293		EMAIL: RPerkins@SelbertPerkins.com			
CONTACT NAME: Robin Perkins		FEDERAL TAX ID #: 95-4457467			
TELEPHONE NO: (310) 822-5223					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS:	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					541430
NAME:		ETHNICITY:			
ADDRESS:		GENDER:			
CITY/STATE/ZIP:		EMAIL:			
CONTACT NAME:		FEDERAL TAX ID #:			
TELEPHONE NO:					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS:	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME:	ETHNICITY:			
ADDRESS:	GENDER:			
CITY/STATE/ZIP:	EMAIL:			
CONTACT NAME:	FEDERAL TAX ID #:			
TELEPHONE NO:				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER			NAICS:	

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed are the subcontractors anticipated to be utilized if this project is awarded to the above prime contractor. I agree to comply with any applicable provisions for additions and substitutions, and I further understand and agree that any and all changes or substitutions must be authorized by the LAWA Procurement Services Division prior to their implementation. An amended Subcontractor Participation Plan is required for any substitution or change to Subcontractors listed on the originally submitted Plan.

Participation Level(s) Proposed by Bidder/Proposer:	_____ %	<input type="checkbox"/> ACDBE
	15 _____ %	<input checked="" type="checkbox"/> DBE
	_____ %	<input type="checkbox"/> DVBE
	_____ %	<input type="checkbox"/> LBE
	_____ %	<input type="checkbox"/> LSBE
	_____ %	<input type="checkbox"/> MBE/WBE
	_____ %	<input type="checkbox"/> SBE

Goal(s) Stated in the Request for Bid/Proposal:	_____ %	<input type="checkbox"/> ACDBE
	15 _____ %	<input checked="" type="checkbox"/> DBE
	_____ %	<input type="checkbox"/> DVBE
	_____ %	<input type="checkbox"/> LBE
	_____ %	<input type="checkbox"/> LSBE
	_____ %	<input type="checkbox"/> MBE/WBE
	_____ %	<input type="checkbox"/> SBE


SIGNATURE

8/16/22

DATE

Skanska USA Civil West California District Inc.

James Bailey

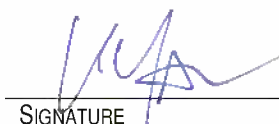
Senior Vice President

(951) 368-6473

PRINT NAME

TITLE

PHONE


SIGNATURE

8/16/22

DATE

Flatiron West, Inc.

Ural Yal

Senior Vice President

310.350.7956

PRINT NAME

TITLE

PHONE