

**DESIGN-BUILD CONTRACT BETWEEN THE CITY OF LOS ANGELES AND  
HENSEL PHELPS CONSTRUCTION CO. FOR THE LAX LANDSCAPING IMPROVEMENT  
PROGRAM AT LOS ANGELES INTERNATIONAL AIRPORT**

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THIS DESIGN-BUILD CONTRACT ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (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 **HENSEL PHELPS CONSTRUCTION CO.** (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").

**RECITALS**

WHEREAS, City's Department of Airports, by action of the Board; approved and authorized the issuance of a "Request For Proposals" ("RFP") for the design and construction of the project entitled "LAX Landscaping Improvement Program (hereinafter referred to as "Program") 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 RFP and Design-Builder's Proposal, Design-Builder's Proposal was determined to be best value for the Program; 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 awarded the contract for the design/build services for the Program, as specified in said RFP and the Design-Builder's Proposal and subject to compliance with the California Environmental Quality Act ("CEQA") and all other applicable laws before authorization of any construction activities; and

WHEREAS, LAWA intends to procure the work necessary to complete the Program through issuing one (1) 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 (as defined in the Special Conditions (Exhibit G)) and (ii) guaranteed maximum price work package(s) for

specific Phase 2 Construction Documents and Construction, subject to compliance with CEQA and all other applicable laws and upon LAWA issuing an amendment to the Contract. (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), Special Conditions (Exhibit E), Project Labor Agreement (Exhibit F), Fee Matrix (Exhibit G), Administrative Requirements (Exhibit H), Payment and Performance Bond (Exhibit K), Disadvantaged Business Enterprises commitments (as referenced in Section 8.0 of this contract), 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 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 (“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. Upon LAWA and Design-Builder agreeing in writing and signing any Task Order pursuant to Section 5.4 below, LAWA shall

issue Design-Builder 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 further Task Orders for additional Phase 1 services. Subject to compliance with CEQA and all other applicable laws, and only after further authorization from the Board, LAWA and Design-Builder may negotiate and agree to one or more guaranteed maximum price work packages ("GMP Work Package") for Phase 2. If authorized, Phase 2 would include mobilization, 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.

2.3 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 Program 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 may be claimed by Design-Builder.

2.4 Design-Builder further agrees to use its best efforts to complete the Program 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 five (5) 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 Program 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, is Not-to-Exceed Thirteen Million Sixty Seven Thousand Five Hundred and Nineteen and 00/100 Dollars (\$13,067,519.00), 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  
10<sup>th</sup> 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:

**Hensel Phelps  
Damian Buessing  
Vice President/District Manager  
18850 Von Karman, Suite 100  
Irvine, CA 92612**

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. Design-Builder hereby agrees and obligates itself to utilize the services of the Small Business Enterprise ("SBE") firms designated in its Proposal on the level designated in its Proposal [specifically, at least twenty percent (20%) SBE Subcontractor level of participation].

8.2. Design-Builder hereby agrees and obligates itself to utilize the services of the Local Business Enterprise ("LBE") firms designated in its Proposal and any/all subsequent subcontractors that are added on the level designated in its Proposal on the level designated in its Proposal [specifically, at least ten percent (10%) LBE Subcontractor level of participation].

8.3 Design-Builder hereby agrees and obligates itself to utilize the services of the Local Small Business Enterprise ("LSBE") firms designated in its Proposal and any/all subsequent subcontractors that are added on the level designated in its Proposal on the level designated in its Proposal [specifically, at least five percent (5%) LSBE Subcontractor level of participation].

8.4 Design-Builder hereby agrees and obligates itself to utilize the services of the Local State Disabled Veteran Business Enterprise ("DVBE") firms designated in its Proposal and any/all subsequent subcontractors that are added on the level designated in its Proposal on the level designated in its Proposal [specifically, at least three percent (3%) DVBE Subcontractor level of participation].

8.5 Design-Builder hereby further agrees and obligates itself to strictly comply with all of the Rules and Regulations (Rules) of LAWA's Small Business Enterprise Program and LAWA's Local and Local Small Business Enterprise Program (collectively "Programs").

8.6. Failure to comply with any of the Programs' requirements shall subject the Design-Builder to the "Penalties" set forth in the Programs' Rules.

8.7. Design-Builder shall submit, on a monthly basis, together with its invoice for payment the Subcontractor Utilization Report and/or data entry into a business enterprise monitoring system selected by LAWA listing the SBE/LBE/LSBE/DVBE Subcontractors utilized during the reporting period. Design-Builder shall cooperate with LAWA personnel in providing such information as shall be requested by LAWA in order to ensure compliance with the provisions of this section. LAWA will not process or pay Design-Builder's subsequent invoices if the monthly

Subcontractor Utilization Report and/or data entry into a business enterprise monitoring system selected by LAWA are not timely submitted or if the Design-Builder fails to cooperate with LAWA personnel by promptly providing any and all information related to SBE/LBE/LSBE/DVBE participation requested by LAWA.

8.8. 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.

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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

By:   
Deputy/Assistant City Attorney

Date: Feb 17, 2023

**CITY OF LOS ANGELES**

By: \_\_\_\_\_  
Chief Executive Officer  
Los Angeles World Airports

By: \_\_\_\_\_  
Controller  
Los Angeles World Airports

ATTEST:

By:   
Secretary (Signature)

Shawn Edwards  
Print Name

**HENSEL PHELPS CONSTRUCTION CO.**

By:   
Signature

DAMIAN BUESSING  
Print Name

VICE PRESIDENT  
Print Title








# Hensel Phelps (landscaping)

Final Audit Report

2023-02-17

Created:	2023-02-17
By:	LAURA CHITTUM (lchittum@lawa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwh_hWuLyJCIO9c0V3oMQHzg3oGJQclz2

## "Hensel Phelps (landscaping)" History

-  Document created by LAURA CHITTUM (lchittum@lawa.org)  
2023-02-17 - 7:04:58 PM GMT- IP address: 198.140.114.220
-  Document emailed to JOHN LISENBERY (jlisenbery@lawa.org) for signature  
2023-02-17 - 7:07:58 PM GMT
-  Email viewed by JOHN LISENBERY (jlisenbery@lawa.org)  
2023-02-17 - 7:13:34 PM GMT- IP address: 104.51.110.127
-  Document e-signed by JOHN LISENBERY (jlisenbery@lawa.org)  
Signature Date: 2023-02-17 - 7:13:48 PM GMT - Time Source: server- IP address: 104.51.110.127
-  Agreement completed.  
2023-02-17 - 7:13:48 PM GMT

# **Exhibit A:**

## **Cost Reimbursable Guidelines**

# Exhibit A: Cost Reimbursable Guidelines

## LOS ANGELES WORLD AIRPORTS

The 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 Prime Consultant and Sub-Consultant/Sub-Contractor for personnel costs based upon employees' LAWA-approved hourly rates and actual hours worked. Additionally, the Prime 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 Consultant shall be compensated for actual cost of base salaries and wages of professional, technical and support personnel in accordance with rates and fees provided in its Cost Proposal, or as otherwise negotiated.
- 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 Consultants on a non-standard work year.
- c) The Multiplier for this contract is as defined in the Cost Proposal, or as otherwise negotiated.
- 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 rates provided in the Proposer's Cost Proposal.

#### 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 provided in the Cost Proposal, or 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 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 Consultant's current approved salary plan. Prior written approval is required and is effective as of the date indicated on the Task Order. The 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 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 Consultant to any additional compensation beyond the limit established for the individual Task Order or herein.
- d) LAWA hereby relies upon the Consultant to properly designate its employees as exempt or non-exempt under the Fair Labor Standards Act. LAWA shall not reimburse 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 Consultant/Contractor 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 Consultant/Contractor 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 Consultants 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 Consultant travel is required for a limited duration, LAWA may authorize a Consultant 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 Consultant 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. 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 consultants 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 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 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 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 Consultant must consider transportation costs, time, and other relevant factors in selecting the most economical and practical accommodations. 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 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 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 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



1. Telephone - Actual cost of business telephone charges, subject to the limits on E-Mobile charges described below, incurred by Consultant while in travel status is reimbursable. Personal telephone charges are not allowable.
2. 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, computer software, intellectual property licenses or any other non-consumable supplies (collectively, "Equipment") purchased or licensed by 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 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, shall not receive reimbursement, unless specifically authorized by LAWA.
4. E-Mobile and other Communication Devices - At actual cost for acquisition all devices combined such as cell phones, pagers, radios, etc. in an amount not to exceed \$100 per authorized individual. (Job site radio systems are not included in this limit.) The purchase of all devices to be reimbursed must be pre-approved by LAWA in writing with the device cost and model itemized and the device shall become LAWA's property upon project completion. Service charges for devices are reimbursable, except unnecessary and/or unreasonable charges such as roaming fees (except roaming fees incurred while in approved travel status), roadside assistance, home long distance, text messaging or any other such feature that are not essential to the individuals job function which will not be reimbursed. The City reserves the right to limit the number of individuals allowed to bill for mobile communication devices.
5. Vehicle and Equipment Costs - Prior to leasing/purchasing major equipment, trailers and/or vehicles, the Consultant shall perform a lease versus purchase analysis. If the job vehicle is currently owned by the 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 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.

6. Training and Seminar Costs - Training and seminar costs for Consultant employees may be reimbursed only if such training or seminar directly benefits the City, and has been approved by LAWA in advance.
7. Office Expenses - Reimbursement for office expenses not covered in the overhead shall be made for the actual costs for 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 Consultant in performance of its Services as well as any non-labor costs expended by the 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.
8. 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.
9. 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, 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%, microwaves and refrigerators, bottled water, lunches, paper plates, cups, coffee, creamer, wipes and hand sanitizer, and other charges expressly disallowed under the terms of this Contract. Extraordinary expenses require prior LAWA approval.

#### **E. CONSULTANT'S SUBCONSULTANTS**

Consultant Sub-Consultants 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**

- GC- 1 Headings
- 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
- GC- 20 Public Relations
- GC- 21 Hazardous and Other Regulated Substances
- GC- 22 Project Site Investigation
- GC- 23 Rights of Entry
- GC- 24 Protection and Restoration of Existing Improvements
- GC- 25 ADA Compliance
- GC- 26 Public Convenience and Safety
- GC- 27 Joint Liability
- GC- 28 City Held Harmless
- GC- 29 Patent Fees/Royalties
- GC- 30 No Third Party Beneficiary
- GC- 31 Governing Law; Venue
- GC- 32 Compliance with Applicable Laws
- GC- 33 Assignment or Transfer Strictly Prohibited
- GC- 34 Conflict of Interest
- GC- 35 Waiver
- GC- 36 Suspension of Work
- GC- 37 Termination for Convenience
- GC- 38 Termination for Default
- GC- 39 Labor and Prevailing Wages

**SCHEDULE**

- GC- 40 Prosecution of the Work
- GC- 41 Progress
- GC- 42 Scheduling of the Work
- GC- 43 Delays
- GC- 44 Extensions of Time
- GC- 45 Force Majeure

**DESIGN BUILD CONTRACT GENERAL CONDITIONS**

Article No.	Article Title
-------------	---------------

- |        |  |
|--------|--|
| GC- 46 | Liquidated Damages                                       |
| GC- 47 | Special or Incidental Damages                            |
| GC- 48 | Substantial Completion                                   |
| GC- 49 | Partial Use or Occupancy                                 |
| GC- 50 | Final Inspection, Completion, and Acceptance of the Work |

**PAYMENT**

- |        |                    |
|--------|--------------------|
| GC- 51 | Taxes              |
| GC- 52 | Payment Procedures |
| GC- 53 | Payroll Records    |

**CHANGES AND DIRECTIVES**

- |        |                                     |
|--------|-------------------------------------|
| GC- 54 | Field Directives                    |
| GC- 55 | No Oral Modifications               |
| GC- 56 | Differing Project Site Conditions   |
| GC- 57 | Contractor Potential Change Notices |
| GC- 58 | Contractor Change Request           |
| GC- 59 | Change Directives                   |
| GC- 60 | Change Orders                       |
| GC- 61 | Pricing of Changes                  |

**DISPUTES AND CLAIMS**

- |        |                             |
|--------|-----------------------------|
| GC- 62 | Resolution of Disagreements |
| GC- 63 | Claims                      |

**AUDIT**

- |        |   |
|--------|---|
| GC- 64 | Audits and Records                      |
| GC- 65 | Proprietary or Confidential Information |

**WARRANTIES**

- |        |            |
|--------|------------|
| GC- 66 | Warranties |
|--------|------------|

**ADMINISTRATIVE REQUIREMENTS**

- |        |  |
|--------|--|
| GC- 67 | City of Los Angeles Administrative Requirements                              |
| GC- 68 | Community Benefit Agreement  |
| GC- 69 | Living Wage and Service Contract Worker Retention Requirements               |
| GC- 70 | Non-discrimination and Equal Employment Practices/Affirmative Action Program |
| GC- 71 | Business Tax Registration  |
| GC- 72 | Child Support Orders   |
| GC- 73 | Insurance  |
| GC- 74 | Contractor Responsibility Program  |
| GC- 75 | Equal Benefits Ordinance (EBO)   |
| GC- 76 | First Source Hiring Program for Airport Employers (LAX only)                 |
| GC- 77 | Municipal Lobbying Ordinance   |
| GC- 78 | Antitrust Claims   |

END OF DESIGN BUILD GENERAL CONDITIONS TABLE OF CONTENTS

## **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
LAVNY	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 Small Business Enterprise (SBE) and Local Business Enterprise (LBE) goals inclusivity goals consistent with LAWA's SBE and LBE 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. Where appropriate, the Design/Builder shall require each subcontractor to enter into similar Contracts with their subcontractors of every tier. 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. If LAWA elects to assume by assignment any subcontract or purchase order as described in this section, then Design/Builder shall enter into reasonable assignment documentation requested by LAWA, which may be required to effect such assignment.
  - 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).

- 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 nor 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 Contactor 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](mailto: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. ~~Such an Order is unilateral and~~ 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 the ~~and costs of transportation. Installation, minor repairs and replacements, dismantling and removal thereof.~~ 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  
TABLE OF CONTENTS**

<b>Section #</b>	<b>Section Title</b>
PR-01	Scope of Work
PR-02	Phasing and Logistics
PR-03	Traffic Coordination, Airfield Access and Security
PR-04	Scheduling
PR-05	Allowances
PR-06	Project Site, Offices, Storage and Laydown
PR-07	Utilities
PR-08	Requests for Information
PR-09	Submittal Procedures
PR-10	Not Used
PR-11	Design Management
PR-12	Guaranteed Maximum Price (GMP)
PR-13	Quality Assurance
PR-14	Quality Control
PR-15	Safety
PR-16	Surveying
PR-17	Not Used
PR-18	Environmental
PR-19	Soils Impacted by Petroleum Hydrocarbons
PR-20	Not Used
PR-21	Building Information Modeling (BIM) and Virtual Reality Coordination
PR-22	Project Management
PR-23	Not Used
PR-24	Photographs and Videos
PR-25	Project Record Documents
PR-26	Airport Operational Readiness (AOR) & Commissioning
PR-27	Project Closeout

**END OF TABLE OF CONTENTS**

## PR-01 SCOPE OF WORK

### Table of Contents

1.	General .....	2
2.	Project Description .....	2
3.	Scope of Services .....	6
4.	Project Management.....	8
5.	Work By Others.....	8

## PR-01 SCOPE OF WORK

### 1. GENERAL

DESIGN-BUILDER shall provide comprehensive 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.

DESIGN-BUILDER shall provide electronic copies of all deliverables in both .pdf and editable native formats (.docx, .xlsx, .pptx, .mpp, .xer, .dwg, .dxf, .rvt, etc.), unless otherwise specified.

### 2. PROJECT DESCRIPTION

The exterior of the CTA has not yet adapted to our new operational realities, and the guest experience in outdoor areas of the CTA is poor. As the APM and LAMP facilities near completion in the coming years, landscaping and public outdoor areas throughout the LAX campus will need improvements to enhance the guest experience.

In 2019, LAWA completed LAX Automated People Mover Landscape Master Plan. In early 2021, LAWA completed a planning study with an emphasis on landscaping, sustainability, and pedestrian-mobility within the CTA.

The LAX Landscaping Improvements Program will improve four (4) outdoor spaces at LAX, paired with new landscaping and technology improvements throughout the CTA. This includes, but is not limited to (Figure 1~4);

- Outdoor Spaces Improvements (≈ 13 acres)  
Reactive the (4) plazas by using landscape, hardscape, outdoor furniture, technology, public art, etc.
  - WCTA Plaza (Plaza at Parking Structure 3 and 4)
  - CCTA Plaza (Theme Building Plaza)
  - ECTA Plaza (Administration East Plaza)
  - Economy Parking Plaza (Plaza between Economy Parking and Station E) including artist-designed terrazzo floor\*
- Parking Structure Facade Improvements (≈ 103,000 sqft)
  - Vertical landscaping, and other landscaping enhancement as needed
  - Digital screens, Infrastructure for super graphics, and other enhancements (smart glass, etc.)

The Project may also include other enhancements throughout the LAX Campus. Known possibilities include, but are not limited to;

- Vertical Landscaping for select APM columns



- Façade Improvements on existing buildings, bridges, roadways, etc. throughout the CTA (i.e. Landscaping, Technologies, etc.)
- Guest experience improvements under second level roadway (finishes, lighting, bollards/planters, etc.)

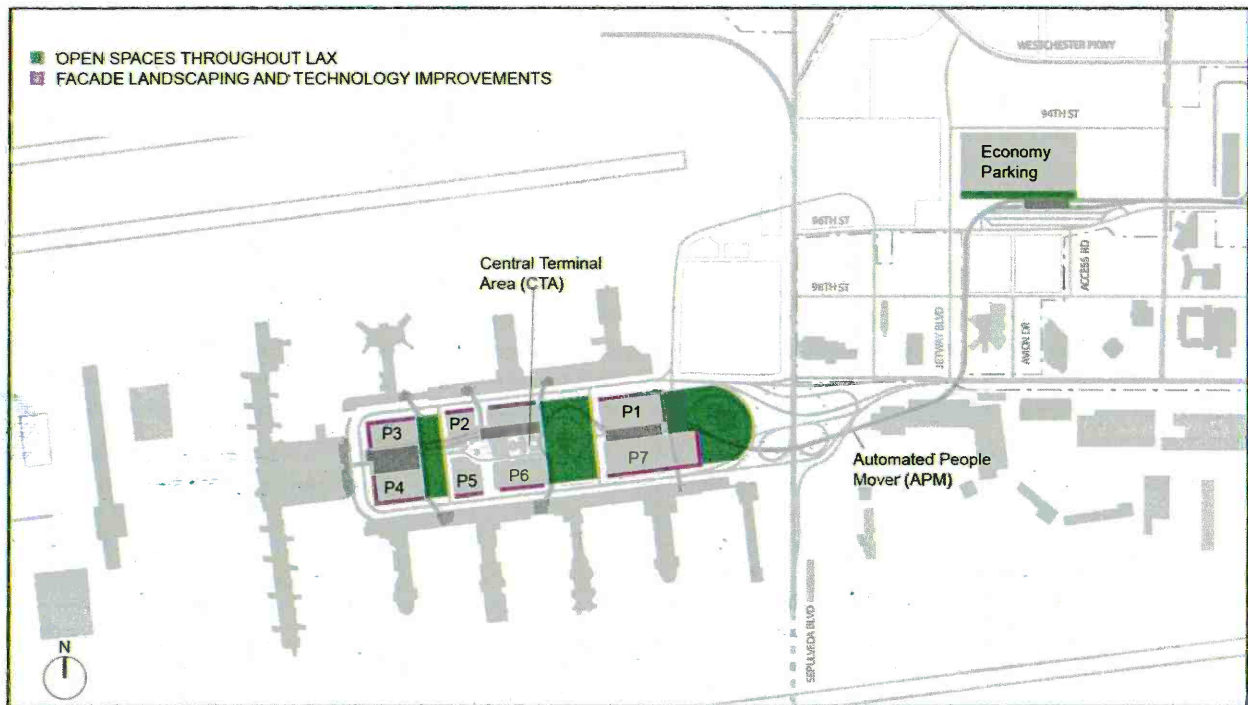


Figure 1 – Project Scope



Figure 2 – Aerial View





Figure 3 – Façade at Parking Structure 3

**Sister You Are Welcome Here**



Figure 4 – \*Colored terrazzo floor, the artist was selected by the LAMP Art Committee in 2020

Project Goals include, but are not limited to;

- Improve the guest experience at LAX
  - Integrate pedestrian and landscape improvements by creating a pleasant, attractive, multi-modal, balanced transportation network.
  - Use a hierarchy of spaces and well-defined edges to improve wayfinding and enhance pedestrian mobility and safety
  - Use innovative technology to improve communication and messaging
- Enhance the sustainability at LAX
  - Create a sustainable landscape palette that is unified, attractive, and functional.
  - Encourage durable materials that reflect functional and aesthetic requirements

- Provide low maintenance design through implementing drought tolerant and native landscaping, storm water management and energy efficient design.
- Improve airport branding and community cohesion
  - Provide flexibility or infrastructure for future landside commercial development opportunities (i.e. vertical advertisement on parking structure facade, extended program from future indoor concessions)
  - Provide flexibility or infrastructure for outdoor educational experience (i.e. history of LAX, student field trip)

Some of the unique project constraints and priorities include;

- Target-Value: LAWA is seeking to deliver this project for a grand total contract value of \$60 Million or less. This shall include all planning, design, permitting, site-investigations, construction, activation, closeout, etc. for all scope of work as described herein.
- Agency Approvals: DESIGN-BUILDER shall conform to the applicable laws, codes, regulations, etc. (including LAX Sign District Ordinance), and shall earn the support and approvals from each of the applicable Authorities Having Jurisdiction (LADBS, LABOE, LADPW, Cultural Affairs, etc.) for each project component. This includes permits & approvals for work in public right-of-way and on private property. This further includes permits & approvals for work on properties & 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.
- Environmental: DESIGN-BUILDER shall fulfill all requirements identified in PR-18.
- Constructability: DESIGN-BUILDER shall understand the site constraints, including existing underground utilities, available access, impact to airspace etc. Provide design that is practical and constructible.
- Program Schedule: DESIGN-BUILDER shall develop & coordinate phasing plans with other related projects (as listed in Section 5), plan and coordinate the site utilities during early design stage.
- Sustainability: DESIGN-BUILDER shall proactively improve water use efficiency through various solutions, include but not limit to utilize native and draught-tolerant landscaping and efficient fixtures, utilize sustainable construction practices such as use of low-emission equipment and trip reduction strategies, etc.
- Stakeholder Management: DESIGN-BUILDER shall participate in a collaborative design & preconstruction effort with project stakeholders. This will involve design workshops, BIM fly-through presentations, digital simulations, and formal design reviews. 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 an alternatives analysis to inform a final decision by LAWA.
- Airport Operational Readiness (AOR): DESIGN-BUILDER shall prepare and implement a detailed Commissioning Plan that facilitates a seamless turnover from the DESIGN-BUILDER to LAWA as the project transitions from a construction-site into an operational facility. This includes but is not limited to; robust testing and activation plans for the digital screen and integration with Content Management System, etc.
- Design-Build Team: 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.

Key Reference Documents include, but are not limited to;

- LAX Sign District Ordinance (2015)
- LAX Design Guideline (2017)
- LAMP APM Landscape Master Plan (2019)
- CTA Landscape and Guest Experience Improvements Project Planning Study (2021)

### 3. SCOPE OF SERVICES

#### A. Phase 1

The primary objectives of Phase 1 of the Contract are;

- Develop a Comprehensive Phasing & Delivery Plan for the entire Project
- Advance the Design through Design Development
- Secure Agency Approvals from the applicable AHJs
- Secure Competitive Proposals from Subcontractors
- Develop Guaranteed Maximum Price (GMP) Proposals for Phase 2

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 scope of work relating to Phase 1 of the Contract (design & preconstruction) in accordance with Section 5 of the Contract.

At a minimum, this will include consolidate and further develop the design concepts during the competitive selection process, comprehensive formal Submittals at 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;

- **Planning Documents** (Goals & Objectives, Design Criteria, Drawings & Sketches, Alternatives Analysis, Narrative Reports, Preliminary Schedules & Budgets, etc.)
- **Design Packages** (Drawings & Specifications, Calculations & Reports, etc.)
- **Site Investigations** (Topography & Utility Surveys, Property & Building Surveys, Hazardous Materials Surveys, Photographs, Records-Research)
- **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, Supplemental Calculations, etc.)
- **AHJ Submittals** (LABOE, LADBS, LADPW, Cultural Affairs, etc.)
- **Other Third-Party Submittals**
- **Project Management & Coordination** (Stakeholder Meetings, Weekly Progress Meetings, Monthly Progress Reports, Project Management Plan, etc.)
- **Guaranteed Maximum Price (GMP) Proposals** (See PR-12)
- **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 on the Project.

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-11 for additional detail regarding Design Management.

See PR-12 for additional detail regarding Guaranteed Maximum Price (GMP) Proposals.

See PR-22 for additional detail regarding Project Management & Coordination.

## **B. Phase 2**

The primary objectives of Phase 2 of the Contract are;

- Complete all remaining Design & Permitting of the project
- Procure, Onboard and Mobilize Trade Contractors
- Construct, Test, Commission, and Activate the project
- Provide Environmental Mitigation, Monitoring & Reporting
- Provide Comprehensive Record Documents and Closeout Documents

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

## **C. Early Work Packages**

Throughout Phase 1 of the Contract, DESIGN-BUILDER may develop GMP Proposals for select components of the Project to advance to Phase 2 in accordance with PR-12. This may include procurement of long-lead items, utility-relocations and/or other early work prior to developing a GMP Proposal for the full Project.



**D. Subcontractor Procurement**

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

**E. Off-Ramps**

If LAWA and DESIGN-BUILDER fail to reach agreement on the BOD, SD, DD, and/or GMP 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.

**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.

**4. PROJECT MANAGEMENT**

DESIGN-BUILDER shall develop and maintain a Project Management Plan (PMP) throughout all stages of the Project as described in PR-22.

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.

**5. WORK BY OTHERS**

DESIGN-BUILDER shall cooperate and coordinate with other projects' designers, contractors, tenants, operators, etc. as needed to ensure the successful delivery & implementation of the Landscaping Improvement Program.

Related projects include, but are not limited to;

- A. Airfield & Terminal Modernization Program (ATMP)
- B. Landside Access Modernization Program (LAMP)
- C. Roadways, Utilities and Enabling (RUE) Project
- D. Airports Development Program (ADP)

**END OF PR-01 SCOPE OF WORK**

## **PR-02 PHASING AND LOGISTICS**

### **1. GENERAL**

- A. DESIGN-BUILDER shall develop and maintain their Phasing and Logistics Plans throughout all stages of the Project as described in PR-01.
- B. DESIGN-BUILDER shall work closely with project Stakeholders throughout all stages of the Project 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 Coordination and Logistics Management (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).
- 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). 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 Proposal. LAWA may establish specific Liquidated Damages for unplanned operational impacts, and/or for planned operational impacts that extend beyond their approved durations.
- F. The Phasing and Logistics Plans and associated Liquidated Damages shall be specifically identified in the 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.

### **END OF PR-02 PHASING AND LOGISTICS**

## **PR-03 TRAFFIC COORDINATION, AIRFIELD ACCESS AND SECURITY**

### **1. GENERAL**

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

### **2. PUBLIC CONVENIENCE AND SAFETY**

#### **A. Traffic and Access**

1. DESIGN-BUILDER shall comply with all traffic requirements set forth in PR-18.
2. 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 rules and regulations of Los Angeles World Airports (LAWA), shall comply with FAA Advisory Circular (AC) 150/5370-2F, *Operational Safety on Airports during Construction*, and shall cooperate fully with LAWA and the Airport Manager. All temporary blockages for the movement of construction materials or equipment shall be coordinated with and approved by LAWA and AHJ at least forty-eight (48) hours in advance of any closure or impact.
3. DESIGN-BUILDER shall;
  - a. 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.
  - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as
    - 1) Establishment of new rules and programs or the re-evaluation of existing programs to prohibit text messaging while driving; and
    - 2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
4. 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.
  - a. 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 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.
  - b. For 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 and Airport Operations for LAWA's review and approval. DESIGN-BUILDER will not be granted access to any AOA prior to receiving LAWA's written approval.
  - c. 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.

- d. 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.
5. 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.
6. 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 a LAWA approved detour shall be provided.
7. 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.
8. 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 LAWA.
9. DESIGN-BUILDER shall maintain a minimum eight (8) feet wide path of travel for pedestrians, unless authorized by written approval from LAWA and AHJ. Any temporary pedestrian facilities constructed by DESIGN-BUILDER shall be in compliance with the Americans with Disabilities Act (ADA).
10. Vehicular access to driveways shall be maintained 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.
11. 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.
12. 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.

### **3. CONSTRUCTION/WORK ZONE BARRICADES & SIGNAGE**

- A. DESIGN-BUILDER shall follow the construction requirements as described in the latest version of LAWA's Design Construction Handbook (DCH).
- B. DESIGN-BUILDER shall install and maintain all temporary signage and messaging at all construction barricade locations, access gates, work area access points, taxiway crossings, etc. as long as the barricades are in place to help direct traffic around work areas and to alternate paths of travel for all necessary modes.
- C. DESIGN-BUILDER shall utilize blue-screened fence panels to secure work areas. Screening at specific locations may be omitted if it is deemed an unsafe condition. Barricades shall be maintained in like-new conditions for the life of the project.
- D. K-Rail barriers, both concrete and water-filled, shall be white unless authorized with written approval by LAWA.

### **4. ROADWAY AND STREET CLOSURES, AND DETOURS**

- A. There shall be no closures or detours without the express written permission of LAWA and the AHJs. DESIGN-BUILDER shall submit an Area Shutdown Request (ASR) at least thirty (30) days prior to any requested shutdown for all LAWA roadways and facilities.
- B. DESIGN-BUILDER shall preserve the LAX Roadway Capacity to serve the following Maintenance of Traffic as stated in PR-01. Unless otherwise authorized, work shall be performed in only one-half of active roadways at one time. Unless otherwise shown, at least one lane or half the number existing lanes rounded-up, whichever number of lanes is greater, 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.
- C. DESIGN-BUILDER shall perform traffic modeling on each phase of construction that requires rerouting vehicles or the reduction of roadway/intersection capacity from roadways that lead in and out of LAX's Central Terminal Area (CTA).
- D. Any proposed full or partial closures to roadway facilities by the DESIGN-BUILDER that do not preserve LAX Roadway Capacity as stated in PR-01 will be subject to additional traffic engineering analysis by DESIGN-BUILDER at the request of LAWA.
- E. DESIGN-BUILDER shall comply with all applicable State, County, and City requirements for closure of streets and roadways, including airfield service roads. DESIGN-BUILDER shall provide all necessary barriers, guards, lights signs, temporary bridges, flag persons, and watch persons. 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.
- F. 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, sidewalk, or other public thoroughfare. DESIGN-BUILDER shall also notify the Police, Fire, Operations, Traffic Engineering Departments, and comply with their requirements. Any Deviations must first be approved in writing by LAWA.

- G. DESIGN-BUILDER shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the California Manual on Uniform Traffic Control Devices (MUTCD) published by the California Department of Transportation (Caltrans). This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.
- H. DESIGN-BUILDER shall contact LAWA's Shutdown Control Center (SCC) via email ([scc@lawa.org](mailto:scc@lawa.org)) to obtain the latest procedures manual, which provides the process for planning, scheduling, coordinating, and executing necessary utility and area shutdowns within LAWA's property and right-of-way.

1. Utility Shutdown Requests (USR) cover the following systems:

- a. Electrical
- b. Water
- c. Natural Gas
- d. Fuel
- e. Fire Alarm
- f. Security/ACAMS
- g. Sewer
- h. Communications/IT
- i. HVAC
- j. Sprinklers

2. Area Shutdown Requests (ASR) cover the following systems:

- a. Landside traffic closures
  - 1) Parking Lots and structures
  - 2) Sidewalks and walkways
  - 3) Roadway, street, alley, etc. (partial and full closures)
- b. Airside traffic closures (vehicle or aircraft)
- c. Terminal Area road closures (curbside loading)
- d. Restrictions to public access (ie. Walkways, public access doors)
- e. Vertical Circulation Closures
  - 1) Elevators, Escalators, Stairs
- f. Restroom Closures
- g. Gate Closures

- I. DESIGN-BUILDER shall follow procedures set forth by the City of Los Angeles for project permitting and approval for construction that takes place on City of Los Angeles right-of-way.
- J. DESIGN-BUILDER shall follow procedures set forth by the City of Los Angeles Department of Transportation (LADOT) for all temporary street, lane, and sidewalk closures that will take place on City of Los Angeles right-of-way.
  - 1. LADOT separates temporary traffic control plan review into the following two categories, "Under 72 Hours" and "Over 72 Hours" closures. These processes may require engineer designed worksite traffic control plans (WTCP) and project approval.
- K. DESIGN-BUILDER shall follow procedures set forth by the State of California Department of Transportation (Caltrans) for all temporary street, lane, and sidewalk closures that will take place on the State's right-of-way.
  - 1. DESIGN-BUILDER shall obtain an encroachment permit for all activity that may encroach onto the State's property. This process will require application package review through Caltrans District 07 Encroachment Permit Office.

## **5. AIRFIELD ACCESS AND OPERATIONS REQUIREMENTS**

- A. This project may involve work with the secure Air Operations Area (AOA). DESIGN-BUILDER shall protect and preserve the integrity of the secure perimeter at all times in accordance with all LAWA and Department of Homeland Security (DHS) requirements.
- B. DESIGN-BUILDER shall conduct all operations in a manner that will cause no interference with aircraft traffic or normal operation of the Airport. DESIGN-BUILDER shall furnish flaggers to regulate the movements of vehicles and equipment when it is necessary for vehicles or equipment to cross an active taxiway, or when working within the Taxiway/Taxilane Object Free Area (OFA). All workers and equipment shall be within the designated work area and shall not encroach into adjacent active taxiways. Aircraft shall always have the right-of-way.
- C. In an effort to provide the safest and most efficient operating environment for tenants and users of the Los Angeles International Airport (LAX), LAWA has recognized the benefit of providing a training program to all personnel who are involved in operating vehicles on the Air Operations Area (AOA) at the Airport. The Motor Vehicle Operating Permit (MVOP) program will provide familiarization with the layout of the runways and taxiways at LAX, airport signage, marking and lighting and general procedures for operating vehicles on the airport. A written examination is included as part of MVOP presentation to assist in ensuring the information provided has been thoroughly understood and retained. As such, the MVOP presentation provides guidelines and procedures designed to enhance safety and efficiency of all vehicle operations at LAX. In addition to the MVOP requirements, personnel accessing portions of the airfield that require any diversion from the established service road network need to attend the Airport Operations, Remote Area and Access Control Icon (RAACI), AOA Familiarization training.
- D. The maximum vehicular speed allowed at various locations will be established by the Airport Operations Manager. Vehicles shall be under safe control at all times, weather and traffic conditions being considered. No vehicle shall at any time be permitted to interfere with, delay, or endanger aircraft traffic.
- E. DESIGN-BUILDER shall comply at all times with any and all oral and/or written instructions by LAWA and Inspector regarding routes of travel to be used in moving personnel and/or materials to and from the Project Site. The deliveries of materials and removal of construction

related debris shall follow designated haul routes which shall be maintained with a sweeper operating at all times during hauling operations. Haul traffic shall yield to aircraft movements at all times. DESIGN-BUILDER shall work with LAWA on the schedule of any night work that needs to be performed on LAWA's property.

- F. DESIGN-BUILDER shall contact the Airport Police, Security Technology Section, Telephone (310) 646-0508, regarding specific requirements for the operation of vehicles on airport property and for LAWA drivers' licenses and photo I.D. badges. No passenger cars will be permitted in the restricted area of the Airport. Employees' personal vehicles shall be parked in DESIGN-BUILDER's Employee Parking area shown on the plans, or in public lots or off the Airport. Employees shall be transported from there to the Project Site in vehicles provided and supervised by DESIGN-BUILDER. DESIGN-BUILDER shall follow LAWA badging and driving instructions per LAX Security Badge Program.
- G. DESIGN-BUILDER is responsible for payment of monthly vehicle permit fees, the cost for which is considered incidental to the Work. Each vehicle or unit of equipment that travels or operates on any part of the AOA shall have an approved decal or painted company name applied to both sides of the vehicles in a location opposite the driver's seat. The identification should be applied to the front door panels. Magnetic or temporary signs are not acceptable. The name of the company should be spelled out in letters no less than three (3) inches high. Use of logos or symbols in lieu of letters is subject to approval by the Airport Operations Manager.
- H. Each vehicle or piece of equipment anywhere on the Airport shall be equipped with a checkered flag mounted firmly on the highest part of the vehicle. This flag shall be three (3) feet square overall and comprised of nine (9) panels, each one being one (1) foot square. The corner and center panels shall be international orange in color and the remaining four panels shall be white. All DESIGN-BUILDER vehicles shall be properly identified and equipped with operable yellow flashing beacons, in addition to the flag. Beacons must be lighted during all periods of vehicle operation while the vehicle is on the AOA. Any exceptions must be approved by LAWA.
- I. Delivery vehicles, material trucks and heavy equipment shall enter and depart through the access gate shown on the plans. Except as otherwise directed or approved by LAWA, vehicles in use on the Airport shall be confined to the applicable construction area work site. Only operators/drivers with current driving passes issued by the LAWA will be permitted to operate vehicles in the AOA. When an operator does not have a current pass, DESIGN-BUILDER shall provide an escort driver and vehicle for the operator/driver to access the airfield.
- J. DESIGN-BUILDER shall protect and maintain any existing security fencing in the vicinity of DESIGN-BUILDER's operations. Any airport security fencing to be relocated or installed is critical to the security of the Airport. Any temporary openings in the airport security fence to facilitate access, relocation, and/or replacement shall be approved by LAWA, and shall be provided with full-time, badged security guards and vehicle inspectors from DESIGN-BUILDER.
- K. Safety Requirements
  - 1. 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:
    - a. Traffic Control. DESIGN-BUILDER shall furnish all required traffic control to protect workers, airport operations, and the public inside and outside of the AOA.

- b. Violations. In the event an employee of DESIGN-BUILDER violates a safety provision, they shall be prohibited from returning to work on the AOA without first attending another Airport Safety 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.
- c. DESIGN-BUILDER's Designated Representative. During the course of construction, 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). DESIGN-BUILDER shall comply with all current safety laws, ordinances and regulations as they may apply to this contract. 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.

L. Sweeping Requirements

- 1. DESIGN-BUILDER shall sweep and water to maintain on and off-airport haul roads, airport pavements and public roadways used for construction operations and haul in accordance with PR-18.

M. AOA Access

- 1. DESIGN-BUILDER shall identify a proposed access point, security and inspection protocols, escorting protocols, and other AOA access procedures & resources in their GMP Proposal. Vehicles entering the AOA may be lone vehicles or escort vehicles with the associated escorted vehicles. This Project Requirement is subject to modification or replacement to update or replace its requirements for Phase 2 of the Contract.
- 2. All DESIGN-BUILDER vehicles and equipment shall be inspected prior to accessing the AOA. DESIGN-BUILDER will be responsible for maintaining a complete log of all vehicles inspected along with a complete log of all escorted vehicles.
- 3. Post 23 is an emergency access gate. DESIGN-BUILDER shall immediately vacate the AOA Access area in the event that emergency vehicles are en-route, or if directed by LAWA.

**END OF PR-03 TRAFFIC COORDINATION, AIRFIELD ACCESS AND SECURITY**

## **PR-04 SCHEDULING OF THE WORK**

### **1 GENERAL**

DESIGN-BUILDER shall plan and schedule the project and report progress to LAWA. DESIGN-BUILDER shall provide the schedule using the critical path method. LAWA's acceptance of any schedule, whether preliminary, baseline, update or revised, shall not modify the contract nor constitute endorsement or validation by LAWA of DESIGN-BUILDER's logic, activity durations nor assumptions in creating the schedule. By accepting the schedule, LAWA does not guaranty that the Project can be performed or completed as scheduled.

Schedules shall represent a practical plan to design, procure, construct and complete the Work within the work completion time and shall convey DESIGN-BUILDER's intent in the manner of prosecution and progress of the Work. 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 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. 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.
2. DESIGN-BUILDER shall execute the Work in the sequence indicated on the current approved schedule to permit LAWA and other stakeholders to coordinate and schedule its resources, inspections, consultants, and any other work accordingly.
3. DESIGN-BUILDER shall have no claims if LAWA disallows DESIGN-BUILDER from finishing early.
4. DESIGN-BUILDER shall involve and coordinate with all designers, subcontractors, third parties, AHJ's, stakeholders and material suppliers in the development and updating of schedules.
5. Review, acceptance or approval of schedules by LAWA shall not waive any contract requirements and shall not relieve DESIGN-BUILDER of any obligation or responsibility for submitting complete and accurate information.
6. If after a schedule has been accepted or approved by LAWA, either 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.
7. Errors or omissions on schedules shall not relieve DESIGN-BUILDER from finishing all work within the Work Completion Time.
8. 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.
9. 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 any schedule submittal.



10. The scheduling method to be used 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.
11. 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, DESIGN-BUILDER's submittals and their forecasted approval dates, fabrication, shipment and deliveries of material and equipment (by DESIGN-BUILDER and by others), and all on-site activities including construction, safety activities, phasing activities, quality control/quality assurance inspections, commissioning, and record documents.
12. 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. DESIGN-BUILDER shall maintain the Scheduling System, the schedule, and the scheduling staff on Site. 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 DESIGN-BUILDER or its Subcontractors or suppliers of any tier shall be in ".xer" format.
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. 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 DESIGN-BUILDER to eliminate the time impact of a delay without added cost to itself, 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 DESIGN-BUILDER shall be consistent with the Contract milestone dates. Milestone events shall be the schedule dates specified in the Contract or agreed to in Phase 1 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 DESIGN-BUILDER's schedule submittal and deliverables with a written response according to the following timeframes from the date of receipt from 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 DESIGN-BUILDER does not agree with LAWA's comments, 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 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. 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 DESIGN-BUILDER, then DESIGN-BUILDER shall fulfill the requirements of this subsection within thirty (30) days of the departure of 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 number of schedulers required for timely completion of schedule deliverables will be determined by DESIGN-BUILDER. Any additional schedulers needed shall be hired by DESIGN-BUILDER to ensure all scheduled deliverables are submitted on time

**C. Preliminary Schedule Requirements**

1. DESIGN-BUILDER shall provide a draft Preliminary Schedule within 15 days of the Phase 1 NTP for LAWA's review and approval. The Preliminary Schedule shall include all work activities for the first 120 days of the Project. The schedule shall include recommended milestones and completion dates no later than the specified Contract Completion Time.
2. 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 "Phase 1" effort. 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. DESIGN-BUILDER shall provide an updated Preliminary Schedule on a monthly basis, until a Phase 1 Baseline Schedule is provided and 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 Phase 1 Baseline Schedule is approved.

**D. Baseline Schedule Requirements**

1. DESIGN-BUILDER shall provide a draft Phase 1 Baseline Schedule within 30 days of approval of their Preliminary Schedule. The Phase 1 Baseline Schedule shall include detailed work activities and milestones for the entirety of the "Phase 1" effort, and shall include a summary of the major activities, phases and milestones of the "Phase 2" effort.
  - a. Phase 1 Baseline Schedule activities shall include, but not be limited to, design deliverables, preconstruction deliverables, field investigation activities, subcontractor outreach & procurement activities, stakeholder outreach activities, agency-coordination and/or early permitting activities, badging, proposed early work packages, etc.

- b. Phase 2 activities to be included in the Phase 1 Baseline Schedule shall include, but not be limited to, design deliverables, preconstruction deliverables, subcontractor onboarding activities, mobilization activities, permitting activities, key construction submittals, fabrication & delivery of key materials & equipment, major phases of construction, commissioning activities, demonstration & training activities, record document submittals, etc.
2. DESIGN-BUILDER shall provide Monthly Schedule updates based upon the Phase 1 Baseline Schedule until a Phase 2 Baseline Schedule is approved by LAWA. The activities on the Phase 1 Baseline Schedule shall correlate directly with the Schedule of Values (SOV), from which Progress Payments will be based (for Phase 1 activities only) until the Phase 2 Baseline Schedule is approved.
3. DESIGN-BUILDER shall provide a proposed Guaranteed Maximum Price (GMP) Schedule in their BOD/SS/DD/CD Design Package Submittal, and all CGMP / GMP Proposal Binders. The CGMP / GMP Schedules will be used to negotiate various components of the GMP for "Phase 2" of the Contract, and will be used as a basis for developing a detailed Phase 2 Baseline Schedule.
4. DESIGN-BUILDER shall provide a Phase 2 Baseline Schedule within 30 days of the Phase 2 NTP for each CGMP / GMP for LAWA's review and approval. The Phase 2 Baseline Schedule shall correlate directly with the Schedule of Values (SOV), from which Progress Payments will be based.
5. DESIGN-BUILDER shall provide Monthly Schedule updates based upon the Phase 2 Baseline Schedule through the end of the Contract.
6. DESIGN-BUILDER shall maintain and provide a combined Project Schedule, inclusive of Phases 1 and 2 for all CGMP and/or GMP work packages, to be submitted in parallel to the respective schedules for individual Phases and/or CGMP / GMP work packages.
7. LAWA will review and respond to all Baseline Schedule Submittals within twenty one (21) calendar days in accordance with PR-09, but will endeavor to provide responses to Schedule Submittals within fifteen (15) calendar days. These expedited reviews may require significant coordination directly between LAWA's scheduling team and DESIGN-BUILDER's scheduling team to ensure a clear understanding from both parties.
8. DESIGN-BUILDER shall work collaboratively with LAWA, stakeholders, Authorities having Jurisdiction, Other Contractors, suppliers, subcontractors, labor unions and others to detail the Baseline Schedule activities.
9. Subsequent to LAWA's initial review of DESIGN-BUILDER's Baseline Project Schedules, DESIGN-BUILDER shall resubmit the revised Baseline Schedule which meets all the requirements herein within seven (7) days.
10. DESIGN-BUILDER's 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 DESIGN-BUILDER's true plans for performing the Work. DESIGN-BUILDER shall be responsible for the means, methods, and durations. DESIGN-BUILDER's Baseline Schedules shall strictly follow all staging and/or phasing requirements as identified in the contract or developed as part of the Project plan. Any schedule showing a project or milestone completion duration other than that allowed in the Contract will not be approved.
11. Baseline Schedule Narrative
  - a. DESIGN-BUILDER shall provide a written narrative accompanying the electronic

version of DESIGN-BUILDER's Baseline Schedule submission. This narrative shall explain the overall plan to complete the project, including where the work will begin and how the work and labor will move through the Project. 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.

- b. In the written narrative, DESIGN-BUILDER shall include the basis and assumptions (including activity duration basis), longest path/critical path analysis, , used to develop the Project Schedule. DESIGN-BUILDER shall include management staffing, non-manual and manual labor for design, engineering, preconstruction activities and construction, and anticipated delivery dates; constraints; critical path activities; 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.
  - c. A report of activities, showing the early and late start and finishes, duration, total float 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.
  - d. 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.
12. DESIGN-BUILDER shall develop the Baseline Schedule to the appropriate level of detail to address major milestones and to allow for satisfactory project planning and execution. Failure to develop the Baseline Schedule to an appropriate level of detail will result in its disapproval.
13. Activity durations shall be the total number of actual calendar days required to perform that activity including consideration of normal weather impact on completion of that activity. The activities included in DESIGN-BUILDER's Baseline 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.
14. The first activity in the Baseline Schedule shall represent the Notice to Proceed as a milestone and the data date of the Baseline Schedule shall be the Contract "Notice to Proceed" date.
15. Include at least one (1) predecessor and one (1) successor for each activity excluding the project start and finish milestones.
16. 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.
17. The Baseline Schedule shall not contain negative total float or negative lag for any activity.
18. The Project's Critical Path, for the purpose of acceptance of all schedule submittals shall be determined by the longest path analysis.

19. All Activity Names shall be clearly and uniquely named with a description of work readily identifiable to inspection staff.
20. LAWA reserves the right to require that DESIGN-BUILDER modify, adjust, add to, or clarify any portion of the 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 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. 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.
22. Early Completion: 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. 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 DESIGN-BUILDER. Float shall be a resource available to both parties.
  - b. LAWA is not required to accept or approve a schedule with an early completion date.
  - c. 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.
23. 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 an 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.
24. In the case where construction crews experience adverse weather, DESIGN-BUILDER shall provide LAWA with a written request notice within seven (7) days 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 DESIGN-BUILDER.
25. 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 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. All start up, testing, training, commissioning and assistance required under the Contract. (e.g. Punch list and final clean up).
- e. Identification of any labor, material, or equipment restrictions, as well as any activity requiring unusual shift Work.
- f. 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.
- g. Manpower availability shall not be allowed to drive the critical path at the sole discretion of DESIGN-BUILDER. Manpower limitations must be verifiable in writing by the Union's business agent before such resource-driven logic is incorporated into DESIGN-BUILDER's Baseline Project Schedule.
- h. Float or slack time is not for the exclusive use or benefit of LAWA or DESIGN-BUILDER but is an expiring resource available to all parties as needed to meet the Contract Completion Date.
- i. 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.
- j. The timeframe for third party (e.g. Building and Safety, DWP, FAA, BOE and TSA) submittal review should be identified in 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 TSA, other AHJ's, Caltrans and LADOT. DESIGN-BUILDER shall allow sixty (60) days for review by these parties and any Party which is not under the control of LAWA. DESIGN-BUILDER shall be responsible for coordinating with third parties and determining the time required for third party submittal reviews.

#### E. Schedule Activity Codes

1. LAWA has implemented an Airport-wide Activity Code Structure. 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. Within the activity code dictionary, DESIGN-BUILDER shall classify all activities to a specific Airport Facility and Element, unless mutually agreed to otherwise.

- a. The first code field shall designate the Airport Facility;

Value	Description	Order
01	Los Angeles International	1
02	Ontario	2

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>
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. 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 (CONNOC) 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. DESIGN-BUILDER shall reserve code fields' 10, 11 and 12 (approximately 8 to 16 characters) for LAWA's use.
- k. DESIGN-BUILDER may use more codes as they deem necessary subject to the final acceptance by LAWA.

#### F. Baseline Schedule Submittals

DESIGN-BUILDER shall submit their Baseline Project Schedule and subsequent CGMP Baseline Schedules to LAWA, in the form of electronic schedule files. The Submittal shall contain each of the following for approval:

1. A time-scaled Master Summary Schedule sorted by levels and phases in accordance with the phasing plan on a plot sheet that shows the total Project. This schedule will accurately summarize DESIGN-BUILDER's Baseline Project Schedule. All Contract milestones shall be shown. The Master Summary Schedule shall be updated monthly.
2. Cash Flow Projections and Summary: Submit an 'S'-curve graph with time in months along the x-axis and contract amount on the y-axis.
3. Schedule Narrative as described herein.
4. 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).

#### G. Baseline Schedule Submittal Review

LAWA's Approval of DESIGN-BUILDER's Baseline Project Schedule

1. DESIGN-BUILDER shall schedule a meeting to review their Baseline Schedule submittal no-later-than the first available day after LAWA's receipt of the baseline submittal. This meeting will serve as DESIGN-BUILDER's meeting to review, explain and discuss 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, DESIGN-BUILDER, Project Scheduler and all major Subcontractors and Suppliers to resolve any conflicts between DESIGN-BUILDER's Baseline Project Schedule and the intent of the Contract.
2. LAWA will review and make comments on DESIGN-BUILDER's Baseline Project Schedule. Comments made by LAWA on DESIGN-BUILDER's Baseline Project Schedule, during review, will not relieve 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.
3. DESIGN-BUILDER, their Project Scheduler, and all major Subcontractors and Suppliers shall be required to participate in all meetings necessary to reach mutual agreement and approval of DESIGN-BUILDER's Baseline Project Schedule.
4. LAWA will approve or reject in writing DESIGN-BUILDER's submission within ten (10) days. DESIGN-BUILDER shall resubmit its revised Baseline Project Schedule, if needed, within seven (7) days from receipt of LAWA's comments. 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.

5. Upon successfully developing 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 DESIGN-BUILDER from correcting errors and omissions, float sequestering logic/duration or any other misrepresentation that may be included in the approved schedule.

#### **H. Four Week Look Ahead Schedule**

DESIGN-BUILDER shall develop, maintain, and provide to LAWA a Four Week Look-Ahead schedule (or Make-Ready Plan) on a weekly basis throughout all stages of the project, prior to the weekly progress meeting.

1. The Four Week Look-Ahead Schedule shall reflect the progress achieved in the previous week and forecast four weeks of planned progress.
2. Creation of a Four Week Look-Ahead schedule is mandatory for discussion during the weekly progress meetings. DESIGN-BUILDER shall be prepared to discuss any changes to the completion dates as related to the Current (CPM) schedule. Discussion of activity delays and mitigation of any delays to project completion milestones. Four Week Look-Ahead schedules generated during a given month shall be used for updating the Monthly (CPM) Schedule Update every month.
3. Four Week Look Ahead shall be transmitted to LAWA at least twenty-four (24) hours in advance of the weekly progress meeting in electronic pdf Gantt chart layout.

#### **I. Monthly Schedule Updates**

1. Monthly Schedule Update Review
  - a. No later than the 25th of each month, DESIGN-BUILDER and LAWA shall meet to agree on the progress of the Work performed and DESIGN-BUILDER shall update the Schedule accordingly. DESIGN-BUILDER shall incorporate and submit the approved progress percent complete into the Schedule. Upon review and verification of the progress percent completed, DESIGN-BUILDER shall submit their monthly invoice with the updated schedule.
  - 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. DESIGN-BUILDER shall submit the Monthly Schedule Update on or before the first (1st) day of each month. Following DESIGN-BUILDER's submittal of the Monthly Schedule Update, DESIGN-BUILDER and LAWA will meet to discuss the Monthly Schedule Update and Reports. DESIGN-BUILDER's Monthly Schedule Update will consist of an editable electronic P6 file (.xer) Schedule file on a thumb drive or uploaded to a cloud-based server of LAWA's choosing., a written narrative and various schedule reports as listed below.
  - b. Along with P6 schedule and reports, DESIGN-BUILDER shall also submit electronic MS Excel copy of pay request for further validation of approved percentages and values.
  - c. LAWA may call for more frequent contract schedule meetings 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.

- d. Out-of-sequence progress shall be addressed as a change in 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 DESIGN-BUILDER unless directed in writing by 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.
- e. 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. 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
  - 4) Phasing, Milestones and Contract Completion Date(s) status
  - 5) Other Project or scheduling concerns including any 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 total float 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.
      - 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. The entire project time-scale shall be visible unless otherwise approved by LAWA.
  - e) These schedule reports and narratives will be reviewed in a meeting between

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, the Gantt chart report, uploaded to a cloud-based server of LAWA's choosing.
- h) If DESIGN-BUILDER fails to submit any of the update deliverables, or to meet any of the other updating requirements, for a period of sixty (60) days or more beyond the required submittal date, progress payments will be withheld until such time as DESIGN-BUILDER submits the required update requirements.
- i) The LAWA review and acceptance of schedules does not waive any contract requirements and does not relieve DESIGN-BUILDER of any obligation or responsibility for submitting complete and accurate information. Whereas, errors and/or omissions on schedules do not relieve 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 DESIGN-BUILDER or LAWA discovers that any aspect of the schedule has an error or omission, DESIGN-BUILDER must correct it on the next updated schedule.

#### J. 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, 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 thirty (30) 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.

#### K. Time Impact Analysis (TIA)

1. 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. 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, DESIGN-BUILDER shall 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 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 fragnet
  - 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 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 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;

#### L. Time Extensions

1. If 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 DESIGN-BUILDER's Time Impact Analysis. Such data shall be incorporated in the next monthly update of the Schedule.

2. DESIGN-BUILDER acknowledges and agrees that delays in work items which, according to LAWLA'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 DESIGN-BUILDER and shall be shared with LAWLA as an expiring resource available to all parties as needed to meet the Contract Completion date.
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.

M. As Built Schedule and Documentation

1. Prior to final release of retention, and after all Contract work items are completed, 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 work items and milestones.
2. The "As-Built Schedule" will be accompanied by a narrative report titled "Final Schedule Report" which provides an overview of the Schedule process, the history of changes to the Schedule and the resulting changes to milestone dates, discusses major schedule variances, and identifies any outstanding schedule issues.
3. Provide two (2) thumb drives or uploaded to a cloud-based server of LAWLA's choosing of the electronic Schedule files with two (2) copies of reports, charts and narratives identified.

N. Other Schedule Submittal Requirements

1. DESIGN-BUILDER shall coordinate schedule submittals to avoid concurrent submittals to maximum extent possible. Where concurrent schedule submittals cannot be avoided, DESIGN-BUILDER shall increase review time as required, to allow for LAWLA's review.
2. Where submittal is concurrent with or overlaps submittals currently being reviewed, DESIGN-BUILDER shall indicate priority of each outstanding submittal.
3. Following corrections resulting from LAWLA's response to its initial submittal, DESIGN-BUILDER shall print and distribute copies to LAWLA, Subcontractors, and other parties required to comply with submittal dates indicated.
4. DESIGN-BUILDER shall post copies in the Project meeting room and temporary field office.
5. When revisions are made, DESIGN-BUILDER shall distribute to the same parties and post in same locations. 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 established by LAWA for additional services and/or materials that may be required for the Project.
- B. LAWA may request 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 not to use any or all of these Allowances, in whole or in part. All unused allowances shall remain outside of the Authorized Value. DESIGN-BUILDER shall not be entitled to any costs, fees, markups, or any other form of payment whatsoever for these unused allowances, until and unless LAWA explicitly approves and authorizes the use of an allowance through a Task Order or GMP.

### 2. ALLOWANCES

- A. Below is a preliminary list of Allowances. LAWA may revise and/or replace this list entirely prior to negotiating a Guaranteed Maximum Price (GMP) for "Phase 2" of the Contract.

PR-05 ALLOWANCE TABLE		
Item	Allowance Type	Value
1	Design & Preconstruction Allowance	\$ TBD
2	Construction Allowance	\$ TBD
3	Unforeseen Conditions Allowance	\$ TBD
4	Schedule Acceleration Allowance	\$ TBD
	<b>Total Allowances</b>	<b>\$ TBD</b>

END OF PR-05 ALLOWANCES

## **PR-06 PROJECT SITE, OFFICES, STORAGE AND LAYDOWN AREAS**

### **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. This includes all construction sites, offices, storage and laydown areas, 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-01) 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 & aspects of the Site to a condition equal to or better than the condition of the areas prior to the start of construction.

### **2. 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. All equipment and material that is no longer needed shall be removed from the site as soon as practical.
- 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.

### **3. FIELD OFFICES**

- A. DESIGN-BUILDER shall provide and maintain all necessary Field Offices in support of all preconstruction and construction activities, and shall remove the Field Offices from LAWA property when no longer in use. This includes all permitting, grading and paving, utilities, temporary and/or modular structures, restrooms and washing stations, furnishings, equipment, maintenance and janitorial services, utility bills, trash and recycling pickup, etc.

All field offices, appurtenances, utilities, fences and other temporary structures or services shall be removed upon completion of their use and the area completely restored to a condition equal to or better than the condition of the areas prior to the start of use.

- B. 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 their Field Offices.

#### **4. PARKING, STORAGE & LAYDOWN AREAS**

- A. 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.
- B. 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.
- C. DESIGN-BUILDER shall provide sufficient off-site storage areas (i.e. not on LAWA property) to accommodate the storage and/or stockpiling of material and equipment that may be procured by the DESIGN-BUILDER prior to the date in which the it will be constructed and/or installed at the Project Site.

#### **END OF PR-06 PROJECT SITE, OFFICES, STORAGE AND LAYDOWN AREAS**

## **PR-07 UTILITIES**

### **1. GENERAL**

- A. Utilities include, but are not limited to, all above or below ground conduit, pipes, encasements, wells, ducts, cables, maintenance holes, handholes, vaults, junction-boxes, valves, switches, meters and appurtenances associated with oil, gas, fuel, water, steam, irrigation, sewer, storm drain, wastewater, air, electrical, power, instrumentation, communication, fiber, telephone, TV, and lighting systems, whether or not owned by the City.
- B. DESIGN-BUILDER shall research and field verify in accordance with section 3 below, the location, depth, alignment, size, function and condition of all existing and proposed utilities affected by and/or relevant to the Project.
- C. DESIGN-BUILDER shall establish close coordination with utility owners, property owners, tenants and other stakeholders as necessary to complete the project, accounting for cost, schedule, quality, risk, safety, technical considerations and operational impacts.

### **2. REQUIREMENTS**

- A. 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 record documents, as-builts, Navigate LA utility maps, LAWA's Airport Engineering GIS (AEGIS), system making diligent inquiries at the offices of utility providers and operators field investigations, testing, GPR and other investigative tasks as needed to identify type, route, ownership, users, and operational status of the utility.
  - 2. Coordination with, and obtain required approval from utility owners, governmental persons, authority, and any other applicable third parties as necessary to determine specific relocation requirements, if any, including routing, materials, construction detailing and methods.
  - 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 utility is to remain functional.
  - 6. Safely abandoning in place, or removing, as required by LAWA, any utilities.
  - 7. All necessary permitting or other administrative tasks as needed to safely remove and relocate the utility, if operational, or to safely remove and abandon the utility , 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 and shall be subject to inspection and acceptance by the owning agency inspector.



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 under LAWA's Survey Standards.
10. All proposed utilities and exposed existing condition utilities shall be modeled and documented in accordance to LAWA's BIM Requirements, located the Design and Construction Handbook. (See PR-21). The DESIGN-BUILDER shall provide a final utility Record Model at the end of the project based on field-verified (actual) conditions.

### **3. EXISTING CONDITIONS**

- A. DESIGN-BUILDER shall verify and document the existing conditions, to be included 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.
- B. DESIGN-BUILDER shall clearly identify all existing and proposed utilities in their Design Documents, Construction Documents, and BIM Model of Existing & Proposed Conditions. 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.
- C. DESIGN-BUILDER shall perform public records research, field-investigations, entering & auditing of maintenance holes & vaults (including confined-space entry and removal of water), surveying, ground-penetrating radar (GPR), potholing, tracing, and other verification methods to provide thorough and accurate records of existing conditions.
- D. DESIGN-BUILDER shall utilize the services of a Professional Land Surveyor licensed in the State of California with subsurface utility engineering (SUE) experience and 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, mark 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. DESIGN-BUILDER shall justify to LAWA where advanced technologies are required, and perform advanced technology investigations as soon as practicable.
- F. DESIGN-BUILDER shall perform the necessary potholing and exploratory excavations as soon as practicable. The DESIGN BUILDER shall be required to conduct exploratory excavations and potholing as required to support design.
- G. DESIGN-BUILDER shall create and maintain a BIM Model of Existing and Proposed Conditions, and provide the BIM Model to LAWA in each formal design package submittal, and then on a monthly basis throughout construction & closeout. DESIGN-BUILDER shall provide a final Record Model at the end of the project based on field-verified, actual conditions.
- H. 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.

#### **4. UTILITY LOCATION**

- A. 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.
- B. 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.
- C. 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, 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.
- D. DESIGN-BUILDER shall mark all Federal Aviation Administration (FAA), LAWA, Los 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.
- E. DESIGN-BUILDER shall expose and verify by survey, the depth and alignment of all underground utilities at the Site, prior to commencing excavation. DESIGN-BUILDER shall pothole and survey all utilities prior to excavation. All such exploratory excavations shall be performed as soon as practicable after the Notice to Proceed for each task order, and in a sufficient time in advance of construction to avoid possible delays to the DESIGN BUILDER'S work. When such exploratory excavations confirm or modify the previously-assumed utility location, 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). DESIGN-BUILDER should not rely solely upon plan-designation for the location of underground utilities.
- F. The DESIGN BUILDER shall identify all existing, proposed and newly abandoned utilities in their Design Documents, Construction Documents, and 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

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. 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.

## 6. NOTIFICATIONS BY THE DESIGN-BUILDER

- A. DESIGN-BUILDER shall notify LAWA prior to excavation in the vicinity of existing underground facilities, 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 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. DESIGN-BUILDER shall confirm with LAWA twenty-four (24) hours prior to disconnect.
- C. 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.
- D. 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:

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 Bureau of Engineering (BOE) Bureau of Sanitation (BOS) Bureau of Street Services (BSS) Bureau of Street Lighting (BSL)	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 Power Key Accounts	Du Tran Javier Noriega Evelina Tverdohleb	(213) 367-4188 (213) 367-2798 (213) 367-4384
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 Sempra Utilities	Gale Etherly	(310) 687-2020
MTA	Mark Glick	(310) 431-3362
Los Angeles Department of Transportation (LADOT)	Randy Tanijiri	(213) 972-8687
CalTrans	TBD	TBD
Verizon Business	Dan Garden	(909) 421-3316
XO	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

- A. 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.
- B. Water from dewatering operations shall be collected in tanks and legally disposed of off airport property. Water from dewatering operations shall not be allowed to flow into the storm drainage or sanitary sewer systems.

## 9. UTILITY COORDINATION AND SHUTDOWN PROCEDURES AT LAWA

### A. Utility Shutdown Request (USR) and Area Shutdown Request (ASR) Procedures at LAX

1. The Shutdown Control Center (SCC) manages all aspects of utility and area shutdowns for the LAX Campus. The SCC group 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. DESIGN-BUILDER is solely responsible for submitting a Utility Shutdown Request (USR) or Area Shutdown Request (ASR) to LAWA for all scheduled shutdowns. 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 will be processed by the SCC and returned to the DESIGN-BUILDER with the conditions of approval or denial. 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 Utility Shutdown Request **must be submitted 30 days prior** to the proposed shutdown. 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. DESIGN-BUILDER must field verify all existing conditions prior to the start of the utility shutdown. 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. 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 Area Shutdown Request **must be submitted 30 days prior** to the proposed shutdown. 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. DESIGN-BUILDER must field verify all existing conditions prior to the start of the area shutdown. DESIGN-BUILDER should be aware of LAWA blackout days during holiday construction restriction periods. The DESIGN-BUILDER is responsible for contacting the Airport Response Command Center (ARCC) thirty (30) minutes prior to the actual shutdown and immediately following the restoration of operations. The 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.

## 10. PROTECTION

DESIGN-BUILDER shall comply with all owner agency utility requirements, including, but not limited to minimum cover (depth), encasement material, backfilling material, conduit type, etc. Where utility agency requirements are less stringent, the following apply:

- A. All utilities shall be maintained continuously in service throughout the duration of the Project, unless otherwise agreed to by the utility-owner and LAWA. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.
- B. DESIGN-BUILDER shall indicate the protection of utilities in their design documents and construction documents, and shall physically mark the location of all existing utilities in the field prior to starting any construction that could adversely affect those utilities.
- C. Where protection is required to ensure support of existing utilities, DESIGN-BUILDER shall, unless otherwise provided, furnish and place the necessary protection at no cost to LAWA.
- D. Upon learning of the existence and location of any utility omitted from or shown inaccurately on their Plans, the DESIGN-BUILDER shall immediately correct their Plans and notify LAWA in writing.
- E. Any utility duct bank installation by DESIGN-BUILDER shall comply with LAWA Design and Construction Handbook Section 26 05 44.
- F. 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.
- G. 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.
- H. All new underground electrical duct bank shall be at least twenty-four (24) inches below finished grade in non-traffic areas and at least thirty (30) inches below grade in vehicular traffic areas. Utility conduits shall have a minimum cover of eighteen (18) inches, twenty-four (24) inches for electrical, 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.
- I. 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.

- J. Upon completion of the Work, the DESIGN-BUILDER shall remove all enclosures or protective coverings and leave the work area in a finished condition.

## **11. DAMAGE TO EXISTING UTILITIES AND IMPROVEMENTS**

- A. 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 during or after backfilling, or the damage is not discovered until during or after backfilling.
- D. All repairs to a damaged utility or improvement shall be inspected and approved by an authorized representative of the utility and by LAWA 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 be responsible for locating, identifying, protecting and accommodating all existing utilities. DESIGN-BUILDER shall, at its own expense, satisfactorily repair damage to any 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.
- 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.

## **12. 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 verify that the abandonment is complete and verify the limits of removal with LAWA.

- B. The DESIGN-BUILDER shall identify and record all utilities that are removed in accordance with PR-21.

- C. 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 and in accordance 2021 DCH, Sustainability, Section 7.01, pages 4-5.

### **13. AVOIDING RELOCATIONS AND MINIMIZING OWNER COSTS**

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:

- A. Avoid impacts on utilities to the extent practicable;
- B. Protect in place to the extent practicable;
- C. Minimize relocations to the extent practicable; and
- D. Minimize the potential costs and delays relating to utility work to the extent practicable.

### **14. 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, 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 as 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 (2021? Design and Construction Handbook, General Requirements, 01 78 00, pages 34-35).

### **15. DELAYS**

- A. The DESIGN-BUILDER shall notify LAWA of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as a part of the construction schedule in accordance with the contract documents. The DESIGN-BUILDER shall notify LAWA in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.

### **16. DESIGN BUILDER'S RESPONSIBILITY**

The DESIGN BUILDER shall be responsible for performing the work without regard to any of the

following:

- A. 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;
- B. Any additions or modifications that may have been made to the utility service since the proposal date
- C. The accuracy or inaccuracy of any of any other information provided by the Authority concerning the utility

**END OF PR-07 UTILITIES**

## **PR-08 REQUESTS FOR INFORMATION**

### **1. GENERAL**

This Section covers general requirements for the DESIGN-BUILDER's Requests for Information (RFI).

### **2. REQUIREMENTS**

- A. 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. DESIGN-BUILDER shall transmit all RFIs and associated documents to LAWA electronically using LAWA's Prolog Database or other LAWA Project Manager Software or another data-based Project Management System, if approved by LAWA.
- C. 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. DESIGN-BUILDER's Designer of Record (DOR) shall be the primary reviewer and responder of RFIs from the DESIGN-BUILDER's construction staff and/or their Subcontractors.
- B. DESIGN-BUILDER shall review and sign all RFIs and responses prior to submitting to LAWA to verify conformance to the Contract.
- C. DESIGN-BUILDER shall log all fully executed RFIs and responses into LAWA's Prolog Database or other LAWA Project Manager Software within three (3) working days of the final execution of the RFI.
- 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. DESIGN-BUILDER shall submit RFIs to LAWA for LAWA's response when one or more of the following conditions apply:
  - 1. 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. 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. 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. DESIGN-BUILDER shall submit any RFI requiring LAWA's response as follows:
  - 1. 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.
- 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. 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. QUALITY ASSURANCE**

- D. DESIGN-BUILDER shall carefully review the Contract Documents, and incorporate those requirements into their RFIs and responses.
- E. 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
- F. 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 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.

#### **END OF PR-08 REQUESTS 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 miscellaneous submittals as identified in the Technical Specifications, Project Requirements, and other Contract Documents

### **2. SUBMITTALS SCHEDULE**

- A. DESIGN-BUILDER shall submit a Submittals Schedule no later than twenty one (21) days after the Notice to Proceed (NTP) for Phase 2 of the Contract, arranged in chronological order by dates required by the project schedule. 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. DESIGN-BUILDER shall coordinate their submittal schedule with their subcontractors, schedule of values, and the project schedule.
  2. DESIGN-BUILDER shall provide an initial Submittals Schedule within their GMP Proposal. The initial Submittals 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. DESIGN-BUILDER shall provide a final Submittals Schedule concurrently with their Baseline Schedule submittal, no later than 21 days after the Notice To Proceed for Phase 2 of the Contract.
  4. DESIGN-BUILDER shall provide their Submittals 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. DESIGN-BUILDER shall prepare and provide all submittal items required for each specification section concurrently. However, 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 1 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 another data-based Project Management System, if approved by LAWA.
- 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 Designer of Record (DOR) of all submittals, prior to transmitting the submittal to LAWA. DESIGN-BUILDER shall provide a stamp of "Approval" from the DOR - as well any conditions of the approval - on the cover sheet of each submittal. The Approval from the DOR 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 DOR (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 Submittals (Design Deliverables, Preconstruction Deliverables, Schedules, Shop Drawings, Product Data, Samples, etc.) in accordance with the Contract 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, nor for any required resubmittal and/or associated additional review(s).
- 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 DOR, to manufacturers, Subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, 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 DOR.
- 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-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 & Reports (Narratives, Calculations, Code-Requirements & Strategy, Alternatives Analysis, Design Decisions, etc.)
  - 4. Traffic Models & Simulations
  - 5. Model of Existing and Proposed Conditions (PR-21)
  - 6. Cost Estimates
  - 7. Schedules
- B. DESIGN-BUILDER shall provide a comprehensive Design Package for each Project Component with each formal design package submittal (BOD, SD, DD, CD, Record).

### 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 & Logistics Plans
  - 3. Work Plans & Procedures Manuals
  - 4. Cost Estimates (with Additive & Deductive Alternates)
  - 5. Constructability Reviews
  - 6. Airspace Determinations
  - 7. 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 Component, with each formal design package submittal (BOD, SD, DD, CD, Record).

#### 4. DESIGN SERVICES

- A. DESIGN-BUILDER shall utilize the Design Standards provided in the Design and Construction Handbook (DCH) as a minimum standard. Additional design requirements may be provided through stakeholder outreach.
- B. DESIGN-BUILDER shall prepare, maintain and provide to LAWA all **Drawings** as described in PR-01. DESIGN-BUILDER shall provide updated Drawings with each formal design package submittal (BOD, SD, DD, CD, Record), and shall keep all Drawings up to date as the work progresses.
  - 1. DESIGN-BUILDER shall provide a revised Index of Drawings with each Drawing submittal throughout all phases of the project. The Index shall reflect which drawings are included and excluded from each submission, and the associated revision-date of each drawing-sheet.
  - 2. When a set of drawings is to be bound in more than one volume, each volume in the set shall have the entire index of the project drawings. Each volume shall also be clearly numbered on its cover, along with the project title and project number.
  - 3. Drawings within a project set shall be of one standard size. The minimum scale for all floor plans shall be  $1/8" = 1' - 0"$ . The minimum lettering height shall be  $1/8"$ . Drawings shall normally be 22" x 34", with the exception that drawings for buildings may be 30" x 42". The sheet-sizes and scales are dependent upon the nature of the project, but are subject to the written approval of LAWA.
  - 4. DESIGN-BUILDER shall provide electronic copies of the Drawings with each submission. 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 package submittal (BOD, SD, DD, CD, Record), and shall keep all Technical Specifications up to date as the work progresses.
  - 1. DESIGN-BUILDER shall utilize the **Guide Specifications** in the DCH as a basis for the Project Specifications. Additional guide specifications may be provided. DESIGN-BUILDER shall create their own project-specific Technical Specifications based on specific design requirements and stakeholder input.
  - 2. All Technical Specifications shall be developed using the most recent edition of MASTERSPEC®. DESIGN-BUILDER shall use the section titles and numbering system of the MASTERSPEC® specifications, unless otherwise directed in writing by LAWA.
  - 3. DESIGN-BUILDER shall select and edit all Technical Specification sections for specific project requirements.
  - 4. DESIGN-BUILDER shall provide a title page with the project name and number, and a Table of Contents with each submission of Technical Specifications (BOD, SD, DD, CD, Record). Each page shall include the project title, project number, Specification Section number, page number, and date.
  - 5. DESIGN-BUILDER shall provide detailed requirements for testing and inspection within the Technical Specifications for each item of work during all phases of construction, from submittals, through procurement, fabrication, installation, start-up, testing and balancing,

and final acceptance.

6. DESIGN-BUILDER shall investigate and specify the use of locally available construction materials, techniques, and building equipment when practical and appropriate.
  7. DESIGN-BUILDER shall coordinate their subcontractor solicitation provisions with the Technical Specifications to ensure clear and compatible documents.
  8. DESIGN-BUILDER shall clearly identify product and material criteria within their Technical Specifications.
  9. DESIGN-BUILDER shall clearly identify the significance of calculation methods; technical data for computer programs used; and requirements for maintenance, service life, constructability, operations, and long-term durability within their Technical Specifications.
  10. DESIGN-BUILDER shall clearly identify all manuals that are required within their Technical Specifications. This includes, but is not limited to, user manuals, equipment and systems manuals, operations and maintenance manuals, etc.
  11. DESIGN-BUILDER shall provide electronic copies of the Technical Specifications with each submission. The electronic copies shall be provided in both .PDF and native formats (i.e. Microsoft Word, Excel, etc.).
  12. When a set of Technical Specifications is to be bound in more than one volume, each volume in the set shall have the entire index of the Technical Specifications. Each volume shall also be clearly numbered on its cover, along with the project title and project number.
  13. Guide specifications may be added and/or modified by LAWA during Phase 1 of the contract to reflect specific project requirements.
- D. DESIGN-BUILDER shall prepare, maintain and provide to LAWA all **Calculations & Reports** as described in PR-01. DESIGN-BUILDER shall provide updated Calculations & Reports with each formal design package submittal (BOD, SD, DD, CD, Record), and shall keep all Calculations & Reports up to date as the work progresses.
1. All Calculations and Reports shall be well organized, annotated, edited, indexed, and cross-referenced, with clear citations to authoritative reference documents upon which the analysis is based.
  2. All calculations shall be signed, sealed, and dated by a professional architect or engineer registered in the State of California. Each calculation sheet shall be initialed and dated by the preparer, with the corresponding report title and project title.
  3. All calculations shall be checked by the DESIGN-BUILDER for completeness of material, compliance to criteria, validity of assumptions, accuracy of mathematical and numerical content, compliance with code, quality of engineering judgment, clarity of presentation, format, and adequacy of referencing to engineering publications and related documents. Each calculation sheet shall be initialed and dated by a separate licensed engineer(s) assigned as Design Checker(s) for that portion of the work.
  4. Computer inputs shall be clearly identifiable, including date and project title. Final calculations shall be indexed, sealed and signed by the DESIGN-BUILDER whose name appears on the Design Calculations index.
  5. Each calculation package shall include, but not be limited to;
    - a. An Index and Table of Contents Shall be provided with all Calculations and Reports

- b. Design-Criteria shall be identified at the front of each report, and reference sources shall be provided
  - c. Individual Calculations shall be provided to verify dimensions, quantities, etc. with all details. Sketches shall be provided to describe the basis of calculations and approximate proportions.
  - d. Notes, units of measurement, formulas and values shall be provided with all intermediate steps so that end-results can be clearly checked and verified. Abbreviations shall be clearly defined to avoid errors and misunderstandings.
- 6. DESIGN-BUILDER shall provide electronic copies of the Calculations & Reports with each submission. The electronic copies shall be provided in both .PDF and native formats (i.e. Microsoft Word, Excel, etc.).
- 7. When a set of Calculations & Reports is to be bound in more than one volume, each volume in the set shall have the entire index of the Calculations & Reports. Each volume shall also be clearly numbered on its cover, along with the project title and project number.
- E. DESIGN-BUILDER shall prepare, maintain and provide to LAWA all **Design Change Notices (DCN)** throughout all stages of the project.
  - 1. DESIGN-BUILDER shall provide DCNs complete with all affected Drawings, Specifications, Calculations & Reports, and other affected Design Documents, with a corresponding Cover Page, Index and Table of Contents.
  - 2. DESIGN-BUILDER shall provide DCNs to LAWA before - or at the same time - they are issued to their Subcontractors and/or Permitting Agencies, and shall provide a monthly summary of DCNs in each Monthly Report.

## **5. DRAWING AND DATA MANAGEMENT**

- A. DESIGN-BUILDER shall prepare & maintain all drawings in the most recent version of AutoCAD, and in accordance with the BIM Execution Plan (see 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 the DCH.
- D. DESIGN-BUILDER shall prepare & implement a BIM Execution Plan and a Model of Existing & Proposed Conditions in accordance with PR-21.

## **6. STANDARDS AND CODES**

- A. DESIGN-BUILDER shall verify the applicability of all standards and codes that are referenced in their Contract Documents (Drawings, Technical Specifications, Calculations & Reports, etc.).
- B. DESIGN-BUILDER shall provide a summary list of all applicable standards and codes with each Submittal.
- C. DESIGN-BUILDER shall have in their possession all standards and codes referenced in their



Contract Documents.

- D. DESIGN-BUILDER shall be familiar with all standards and codes referenced in their Contract Documents, and shall provide excerpts and/or specific sections to LAWA upon request.
- E. When design standards which are developed by agencies or organizations independent of LAWA (CALTRANS, DHS, FAA, LABOE, LADOT, LADPW, LADWP, etc.) are 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.

**7. DESIGN AND PRECONSTRUCTION QUALITY CONTROL**

- A. DESIGN-BUILDER shall provide an updated **Comment Log** with each design and/or preconstruction submittal, with a written response to each review comment from the previous submittal packages, and a written indication of where and how each comment was addressed in the current submittal package.
- B. DESIGN-BUILDER shall perform a quality control review of each design and/or preconstruction submittal for clarity and consistency throughout the submittal, proper organization and labeling, and conformance to the Contract and Project Management Plan (PR-22).

**END OF PR-11 DESIGN MANAGEMENT**

## PR-12 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 LAWA, 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 LAWA, 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. LAWA and DESIGN-BUILDER may choose to negotiate CGMP work packages for each Project Component (or some combination thereof) upon completion of the BOD, SD, DD, and/or CD Packages.
- C. DESIGN-BUILDER shall not withdraw any (C)GMP Proposal for ninety (90) days following submission to LAWA.
- D. DESIGN-BUILDER shall develop (C)GMP Proposals throughout Phase 1 of the Contract in accordance with PR-01, and shall review progress with LAWA on an ongoing basis.
- E. No billable work on any (C)GMP work package is authorized until and unless LAWA 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-12 GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL**

## **PR-13 QUALITY ASSURANCE**

### **1. GENERAL**

- A. The Work is subject to inspection and approval by LAWA. The Contractor 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. The Contractor 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 the Contractor of the obligation to fulfil all requirements of the Contract.
- B. 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.
- C. 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 the Contractor 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 the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents.
- D. 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 the Contractor 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 the Contractor. All costs of such delays, including its effect upon other portions of the Work, shall be borne by the Contractor. 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 and no additional payment will be allowed, therefore.
- E. General inspection by LAWA personnel will be provided at no additional cost to the Contractor, except as specified elsewhere in the Contract Documents.
- F. LAWA Construction Inspection Division (CID) or LAWA CID is also known as LAWA Safety, Quality Inspection Services (SQIS).
- G. See DCH Section 01 43 00 for additional requirements.



- H. The Contractor is responsible for obtaining the Building Permit and Certificate of Occupancy. The permitting authority is Los Angeles Department of Building and Safety (LADBS) which has all the responsibility inherent in that authority including Permit Inspection. LAWA will conduct its own inspections independent of LADBS. In conducting these inspections, LAWA does not substitute for Building Inspections by the Permitting Authority.

## **2. FAULTY AND UNAUTHORIZED WORK**

- A. Unauthorized work shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no added compensation will be allowed for such removal, replacement, or remedial work. If the Contractor 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 the Contractor's expense. If the Contractor 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 the Contractor.
- B. Except as set forth in this Subsection or elsewhere in the contract documents, all nonconforming 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 the Contractor, at the sole expense of the Contractor. If the Contractor 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 the Contractor 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 the Contractor and all such cost shall be deducted from any moneys that are due or may become due to the Contractor. Otherwise, the Contractor shall pay LAWA if there remains an insufficient amount or no amount to be paid by LAWA to the Contractor.
- C. Any delays or impacts arising on the Work as a result of construction or delivery of nonconforming Work or materials shall be at the Contractor's sole expense, regardless of whether the Work ultimately becomes the subject of a Change Order, and no time extension shall be allowed to the Contractor.
- D. Failure of LAWA to notify the Contractor of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Contractor'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 the Contractor and their Surety for correction of any and all latent defects discovered after the warranty period.
- E. In case of a dispute between the Contractor 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.

### 3. MATERIALS AND WORKMANSHIP

- A. Work that has been rejected by LAWA shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no added compensation will be allowed for such removal, replacement, or remedial Work. If the Contractor chooses to propose repair of nonconforming 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 the Contractor's expense. Upon failure of the Contractor 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 the Contractor.
- B. If the Contractor shall join Work with that of any other Contractor, 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.
- C. Any delays or impacts arising on the Work as a result of construction or delivery of nonconforming Work or materials shall be at the Contractor's sole expense, regardless of whether the Work ultimately becomes the subject of a Change Order, and no time extension shall be allowed to the Contractor.
- D. Workers and installers shall be skilled, trained 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.
- E. No product containing asbestos shall be used for any purpose. When removing asbestos products, the Contractor 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 such as, but 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 the Contractor 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 the Contractor, at its expenses, when so directed by LAWA.
- I. If the Contractor 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 the Contractor.

- J. Refer to the "Faulty and Unauthorized Work" section elsewhere in this PR for additional requirements that are also in effect.
- K. See DCH Section 01 43 00 for additional requirements.

#### **4. SHOP AND SOURCE INSPECTION REQUIREMENTS**

A. The following are the general requirements for Shop and Source Inspection:

1. All materials and fabricated articles furnished by the Contractor 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 LAWA Inspector or Independent Inspection and/or Testing Laboratory (IITL). The LAWA 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. The Contractor 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 LAWA 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 LAWA Inspector is subject to rejection by the Inspector and may be required to be removed from the Site by the Contractor at the Contractor's sole expense.
4. Prior to shipment of any material or fabricated item, final inspection shall be performed by the LAWA 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.
5. 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.
6. Unless otherwise specified, 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.
7. 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.
8. Final determination for shop inspection will be made by the Principal Construction Inspector of the project after Notice to Proceed.
9. The Contractor shall provide access to the site of material fabrication for supplemental inspection or observation if required by LAWA.

10. See DCH Section 01 43 00 for additional requirements.

B. Shop Inspection by LAWA (Locally Produced).

1. LAWA will provide the Material Control Coordinator and the Shop Inspector for all inspection and testing laboratory services within fifty (50) miles (80 km) of the geographical limits of the project site. The General Contractor and/or its Quality Control Manager shall provide a written notification of fabrication to the Materials Control Coordinator at least forty-eight (48) hours in advance of when the fabrication will take place.
2. The Material Control Coordinator contact information will be provided during the pre-construction meeting.
3. A sample Notice of Fabrication Form will be provided to Contractor at Pre-Construction Meeting

C. Shop Inspection by Contractor (Not Locally Produced)

1. When the Contractor 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 the Contractor, 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 LAWA Inspector of the project as may be required by the contract documents.
2. Independent Inspection and/or Testing Laboratory Approval Procedures:
  - a. The Contractor 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 City of Los Angeles, Department of Building and Safety, 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. The Contractor will be notified in writing of the approval by LAWA of the IITL within fourteen (14) days of the start of fabrication.
  - c. Once the Contractor has received approval of the IITL, the Contractor shall contact LAWA's Materials Control Coordinator to schedule a pre-fabrication

meeting. At a minimum, representatives from the following shall be present at the meeting: Contractor, 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. The Contractor 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 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 LAWA 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 the Contractor of responsibility for complying with the Contract requirements.
- 3. The Material Control Coordinator contact information will be provided during the pre-construction meeting.
  - 4. A sample Notice of Fabrication Form will be provided to Contractor at Pre-Construction Meeting

## **5. PROTECTION OF WORK AND MATERIALS**

- A. The Contractor 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. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.
- B. The Contractor 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. The Contractor 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. The Contractor 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.

## 6. TEST OF MATERIALS

- A. Before incorporation into the Work, the Contractor shall submit samples of materials, as LAWA may require, at no cost to LAWA. The Contractor, at its expense, shall deliver the materials for testing to the place and at the time designated by LAWA.
- B. Unless otherwise specified, all initial testing and reasonable amount of retesting will be performed under the direction of LAWA, and at no expense to the Contractor. If the Contractor is to provide and pay for testing, it will be so specified.
- C. The Contractor 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.
- D. 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 the Contractor's responsibility to re-notify LAWA when samples which are representative may be obtained.
- E. Testing by LAWA. In addition to any other inspection or Quality Assurance 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 the Contractor.
- F. 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.
- G. 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 LAWA 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.

## **7. 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 the Contractor, 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 the Contractor 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.

## **8. TRADE NAMES OR EQUALS**

- A. The Contractor 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. The Contractor 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. The Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The Contractor 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 the Contractor is not found to be equal to the specified material, the Contractor 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.

## **9. 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.

## **10. 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 Independent Inspection and/or Testing Laboratory (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.

## **11. CONSTRUCTION MATERIALS DISPUTE RESOLUTION**

- A. Whenever credible evidence arises to contradict the test results of materials, LAWA and the Contractor 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 the Contractor, 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 the Contractor 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 the Contractor 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 the Contractor 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 the Contractor.
- E. Unless otherwise agreed, the Contractor 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 the Contractor, 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.

## **12. 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. Refer to Contractor Quality Control Program PR.

**END OF PR-13 QUALITY ASSURANCE**

## **PR-14 QUALITY CONTROL PROGRAM**

### **1. GENERAL**

- A. DESIGN-BUILDER shall provide a written Quality Control Program to ensure the work meets the requirements of the Contract Documents. DESIGN-BUILDER shall develop, submit, implement and maintain an effective Quality Control Program that details the methods, standards, processes, procedures and resources that will be engaged to control the quality of the Work during the construction phase as required to ensure conformance to the Contract Documents. The intent of this section is to establish the requirements for DESIGN-BUILDER to develop and implement a Quality Control Program with adequate level of control that will:
  - 1. Adequately provide for the establishment of acceptable quality management and oversight.
  - 2. Provide sufficient information to assure both DESIGN-BUILDER and LAWA that the requirements of the contract plans and specifications will be met
- B. Prior to the start of construction, DESIGN-BUILDER shall develop and submit for LAWA's review and approval a Construction Quality Control Program specifically for this project. The Construction Quality Control Program shall be comprehensive and include quality requirements for all materials and construction required by this contract to conform to contract plans, technical specifications and other requirements, whether manufactured by DESIGN-BUILDER, or procured from Subcontractors or vendors, in all subcontracts throughout the life of the Project.
- C. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract documents, DESIGN-BUILDER shall assume full responsibility for accomplishing the stated Quality purpose.
- D. DESIGN-BUILDER shall be prepared to discuss and present, at the preconstruction conference, its understanding of the quality control requirements. DESIGN-BUILDER shall not begin any Construction activities or production of materials to be incorporated into the completed work until the Quality Control Program, has been reviewed and approved by LAWA. No partial payment will be made for Construction subject to specific quality control requirements until the Quality Control Program has been approved by LAWA.
- E. DESIGN-BUILDER shall develop and implement the quality control program to comply with specific quality assurance and control requirements for individual construction activities required on this Project.
- F. The quality control requirements contained in this section and elsewhere in the contract documents are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of LAWA.
- G. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, DESIGN-BUILDER shall comply with the most stringent requirement. Questions and interpretations regarding these requirements should be referred to LAWA for determination before proceeding.
- H. DESIGN-BUILDER Quality Control Program shall include a job-specific QC training program. The purpose of the training is to ensure DESIGN-BUILDER's personnel achieve a consistent and thorough understanding of the QC Program requirements, as provided in the contract documents. Training shall be ongoing and as warranted to ensure awareness of the Quality requirements throughout all phases and differing activities. LAWA reserves the right to

participate in the QC training sessions.

- I. LAWA's initial approval of the Quality Control Program submittal does not relieve DESIGN-BUILDER of any Quality-related omissions that are discovered throughout the sequencing of the work.

## **2. DESCRIPTION OF CONSTRUCTION QUALITY CONTROL PROGRAM**

### **A. General Description:**

1. DESIGN-BUILDER shall establish a Construction Quality Control Program and organization to perform the necessary quality control of all items of work required by the technical specifications, including those performed by subcontractors, suppliers and testing agencies. This Construction Quality Control Program shall ensure conformance to applicable contract documents and project requirements with respect to materials, workmanship, construction, finish, and functional performance.
2. The Construction Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include methods, procedures and resources surveillances and tests required by the technical specifications, in addition to other requirements of the Contract Documents and any other activities deemed necessary by DESIGN-BUILDER to establish an effective level of quality control.

### **B. Construction Quality Control Program**

1. The written Quality Control Program shall be submitted to LAWA for review and acceptance at least thirty (30) days before construction activities are scheduled to begin. Construction will not be allowed to start without a LAWA-approved DESIGN-BUILDER Quality Control Program.
2. The Quality Control Program 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 of all Quality Control activities, tests, including quality Control 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. Procedures for receiving, inspecting and accepting material and equipment to be incorporated in the construction. 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 items.
  - 2) 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.
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.
- h. Quality Control 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
  - 8) Striping
  - 9) All materials and specialized equipment testing, to be performed at times relevant to construction sequencing
  - 10) Electrical installation
  - 11) Underground installation of piping, materials and related fittings.
- i. Construction Quality Control Inspection procedures that detail minimum qualifications and experience of personnel, applicable recognized standards and frequency of inspection;
- j. Offsite Construction Quality Control Inspection procedures and schedule for items fabricated, assembled or manufactured offsite.
- k. Construction Quality Control Testing procedures and schedule that identify the approved testing agencies, qualifications and experience of personnel, accreditation information and frequency of tests;
- l. Offsite Construction Quality Control Testing procedures for manufacturer-provided testing and reporting.
- m. Controls and certification procedures providing for periodic calibration of testing and measurement equipment, including unique equipment identification, certification and calibration tracking.
- n. Forms and procedures detailing the Quality Control 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. Quality Control requirements to ensure final inspections and project closeout conform to the Contract Documents. See PR-27 Project Close Out for requirements and procedures for integrating and coordinating DESIGN-BUILDER's Quality Control

activities and LAWA's Quality Assurance activities.

- q. System description for any automated processes or programs DESIGN-BUILDER may utilize to perform Construction Quality Control and Management, including any interface with LAWA.
  - r. DESIGN-BUILDER is encouraged to add any additional elements to the Construction Quality Control Program that it deems necessary to adequately control all production and/or construction processes required by this contract.
- C. DESIGN-BUILDER shall submit, to LAWA, any additional elements to the Quality Control Program that to adequately control all production and/or construction processes required by this contract.
- D. Approval: The Construction Quality Control Program must be approved before the start of construction activities. LAWA reserves the right to require revisions of the Quality Control Program that are necessary to ensure the specified quality of the work conforms to the contract Documents and the requirements therein. LAWA may interview Quality Control personnel at any time to verify their submitted qualifications.
- E. Changes: DESIGN-BUILDER shall submit any requested changes to the Quality Control Program, including changes in personnel, to LAWA in writing for approval. Proposed changes must be submitted at least seven (7) days in advance of the desired effective date of the change. No change in the approved Quality Control Program shall be implemented without LAWA's written approval.

### **3. QUALITY CONTROL ORGANIZATION**

- A. DESIGN-BUILDER Quality Control Program shall be implemented and administered by the DESIGN-BUILDER at his/her expense. An organizational chart shall be developed to show its quality control personnel for construction services and how they integrate with other management/production and construction functions. Resumes for the personnel shall be included in the Quality Control Program submittal for approval by LAWA

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 Quality Control Program for each item of work. If necessary, different qualified personnel can be utilized for specific functions for different items of work. The quality control team shall consist of the following minimum personnel:

#### **1. Quality Control Managers**

- a. Quality Control Manager(s) shall be provided to administer the Construction Quality Control Program specializing in quality management.
- b. The Construction Quality Control Manager and Designated Alternates shall be quality professionals and have a minimum of ten (10) years of experience in 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 Quality Control Manager(s) shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program across all disciplines to ensure compliance with the contract documents. The Quality Control Manager(s) shall report directly to a responsible officer of DESIGN-BUILDER. The Quality Control Manager(s) may not supervise the Quality Control 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 Quality Control Manager or a Designated Alternate Quality Control Manager is on the Project site.

## 2. Qualifications for Quality Control Personnel

- a. DESIGN-BUILDER shall provide sufficient number of quality control personnel necessary to adequately implement all elements of the Quality Control 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 DESIGN-BUILDER's Quality Control 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 Quality Control functions as required herein.
- c. In addition to the Quality Control Managers, the quality control organization shall consist of additional key Assistant QC management personnel as appropriate to meet DESIGN-BUILDERS work schedule, the experience requirements as provided in Section 3A-1b shall apply.
  - 1) The quality control personnel shall report directly to the Quality Control Manager (s) and shall perform the following functions:
    - a) 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.
    - b) Coordination and Performance of all quality control tests as required by the contract documents and the Project Requirement covering the *Quality Control Testing* herein.

## B. Staffing Levels

- 1. DESIGN-BUILDER shall provide sufficient qualified quality control personnel, as required, to monitor each work activity to ensure compliance with the projects Quality Control Program at all times including but not limited to coordination, fabrication and construction. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different personnel will be required for different work elements, whether construction or testing.

## 4. QUALITY CONTROL INSPECTION REQUIREMENTS

- A. DESIGN-BUILDER provided Quality control 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, Construction Quality Control Manager, Safety representative(s), the testing laboratory, LAWA, and representatives of all applicable subcontractors and vendors. Prior to the meeting, the Construction Quality Control Manager shall provide LAWA with a meeting agenda for review. The Construction Quality Control Manager shall conduct the meeting and distribute the approved agenda. The Construction Quality Control 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 specific to the work being performed.
    - 2) Status of shop drawings, certifications, submittals and as-built drawings
    - 3) Testing and inspection program and procedures
    - 4) DESIGN-BUILDER's Construction Quality Control 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 and complied with
    - 7) Any other preparatory steps dependent upon the particular operation
    - 8) DESIGN-BUILDER's means and methods for performing the Work must be without conflict with the plans and specifications.
    - 9) Specific Quality Control in-process performance indicators that will be used to provide the QC personnel with a basis for acceptance or rejection of the work, pursuant to the contract documents.
2. Initial Inspection: Upon completion of a representative sample of a given feature of the Work, LAWA will meet with DESIGN-BUILDER's Quality Control Managers and applicable subcontractors' supervisor and their Quality Control representatives to check the following items, as a minimum:
  - a. Workmanship to established quality standards
  - b. Conformance to contract drawings, specifications and the accepted shop drawings
  - c. Adequacy of materials and articles utilized
  - d. Results of inspection and testing methods
  - e. Adequacy of as-built drawings maintained daily.

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 the LAWA.

3. Follow-up Inspection: DESIGN-BUILDER's Construction Quality Control 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. DESIGN-BUILDER'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.
  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 Quality Control 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 Designer of Record, 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.

## **5. QUALITY CONTROL TESTING REQUIREMENTS**

- A. As a part of the overall Quality Control Program, DESIGN-BUILDER shall implement a quality control inspection and testing plan, to meet the requirements of the Contract Documents. The inspection and testing plan shall include all tests, inspections, and frequencies required by

each technical specification, as well as any additional quality control tests that DESIGN-BUILDER deems necessary to adequately control production and/or construction processes.

- B. The required Quality Control inspections and tests can be developed in a matrix and shall, as a minimum, include the following:
  - 1. Technical Specification Section number;
  - 2. Item description (e.g., Concrete, Plant Mix Bituminous Pavements);
  - 3. Test Location (i.e. onsite, laboratory, manufacturer, fabricator, etc.)
  - 4. Test type (e.g., slump, gradation, grade, thickness etc.);
  - 5. Test standard (e.g., ASTM, UL, or other required test standard as applicable);
  - 6. Inspection and test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
  - 7. Inspection and test responsibility (e.g., plant personnel); and
  - 8. Control requirements (e.g., target, permissible deviations and acceptance criteria).
- C. LAWA reserves the right to witness, document, and record all quality control sampling and testing at any time and location.
- D. All quality control test results shall be documented by DESIGN-BUILDER as required by the Documentation section of this PR.

## **6. DOCUMENTATION**

- A. DESIGN-BUILDER shall maintain current quality control documents, including QC daily reports, 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-BUILDER quality control records required for the contract shall include, but are not necessarily limited to, the following records:
  - 1. Daily QC Inspection Reports during Construction: Each DESIGN-BUILDER quality control staff member shall maintain and submit daily reports and maintain a log of all inspections performed for both DESIGN-BUILDER and Subcontractor 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.
      - 2) Work performed.



- 3) Who performed the work (i.e. Name of Prime and/or Sub).
    - 4) Specific location of the work.
    - 5) Quantity of work installed in place.
    - 6) Onsite equipment and utilization
  - 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 QC 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 Quality Control Managers. LAWA shall be provided at least one (1) copy of each daily inspection report on the work within 8 hours of the performance of the work.
  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 within 48 hours or prior to the start of the next sequence of work. 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.

## **7. 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 in conformance with the documents and preclude

recurrence.

- B. DESIGN-BUILDER's Quality Control Managers shall report the appropriate action to be taken when a process is deemed out of compliance and detail what specific action will be taken to bring the process into compliance. The requirements for corrective action shall include both general requirements for operation of the Quality Control 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 noncompliance.
- C. The Quality Control Program 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.

## **8. AUDIT REQUIREMENTS**

- A. DESIGN-BUILDER Quality Control Program shall be subject to audit by LAWA to ensure compliance.
- 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.

## **9. NONCOMPLIANCE**

- A. LAWA will notify DESIGN-BUILDER of any noncompliant work. DESIGN-BUILDER shall, upon receipt of LAWA's Notice of Non-Compliance (NNC), immediately take corrective action.
- B. Any NNC, when delivered by LAWA or his/her authorized representative to DESIGN-BUILDER or his/her authorized Quality Control representative at the site of the work, shall be considered sufficient notice that the subject work is rejected. LAWA may withhold payment for any non-compliant work that is documented by a LAWA NNC.
- C. DESIGN-BUILDER shall, within a period not exceeding 7 calendar days, provide a formal written response to the NNC.

## **END OF PR-14 QUALITY CONTROL PROGRAM**

## **PR-15 SAFETY**

### **1. GENERAL**

- A. DESIGN-BUILDER shall perform all work in compliance with LAWA's Construction Safety Program Requirements, dated April 1, 2022 (attached to the Contract Documents). LAWA may withhold payment to DESIGN-BUILDER if these requirements are not met.
- B. The DESIGN-BUILDER shall prepare and submit in writing a Site Specific Safety Plan, an Injury and Illness Prevention Program (IIPP) and Code of Safe Practices in accordance with CAL/OSHA requirements to the LAWA Project Manager within 30 days of receipt of the Notice to Proceed (NTP) for the respective scope of work. The IIPP and Code of Safe Practices must comply with the LAWA Construction Safety Program Requirements. The DESIGN-BUILDER shall ensure that work does not begin until the Site Specific Safety Plan, IIPP, Code of Safe Practices as well as the required safety professional(s) are accepted and in place.
- C. DESIGN-BUILDER shall provide competent and qualified safety staff present at the 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.
- D. DESIGN-BUILDER shall properly complete the forms defined in LAWA's Construction Safety Program Requirements, and submit them to LAWA in a timely manner.

### **2. PRACTICES, REGULATIONS, AND STANDARDS**

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.

**END OF PR-15 SAFETY**

## **PR-16 SURVEYING**

### **1. GENERAL**

DESIGN-BUILDER shall provide extensive surveying services throughout all stages of the project to support all aspects of design, permitting, mobilization, preconstruction, construction, inspection, commissioning, activation, and closeout. This includes, but is not limited to, confirming the dimensions, orientations, and locations of property lines, roadways, highways, ramps, bridges, sidewalks, landscaping, curb & gutter, buildings, structures, utilities & infrastructure, interior features, exterior features, topography, paving, striping, signage, street lighting, traffic signals & equipment, etc.

### **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, permitting, preconstruction, construction, commissioning, activation, 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. 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.
- E. All surveying shall be performed and documented in accordance with the LAWA Design & Construction Handbook (DCH)

### **3. DESIGN AND PRECONSTRUCTION SURVEY SERVICES**

- A. DESIGN-BUILDER shall provide extensive surveying services to support all aspects and stages of planning, design, permitting, mobilization, and preconstruction.
- B. DESIGN-BUILDER shall provide extensive surveying services in support of subsurface utility investigations, locating, mapping, modeling, etc. (PR-07).
- C. DESIGN-BUILDER shall provide a complete topographical survey, and shall use that data in providing cost and schedule estimates relating to earthwork quantities, paving quantities, etc.
- D. DESIGN-BUILDER shall provide surveying services to confirm the locations of all tie-in points between existing and proposed utilities, structures, surfaces, etc.

### **4. CONSTRUCTION SURVEY SERVICES**

- A. DESIGN-BUILDER shall provide extensive surveying services to support all aspects and stages of construction, inspection, commissioning, activation, and closeout.
- B. 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. DESIGN-BUILDER shall establish the building baseline, building corners, and an elevation benchmark for building construction. 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, BIM Models, 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. 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.

## **5. PERMANENT SURVEY MARKERS**

- A. 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 by a California Licensed Land Surveyor, at DESIGN-BUILDER's sole expense.
- B. At least seven (7) days before the start of construction, 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.

## **6. EXAMINATION OF EXISTING CONDITIONS**

- A. DESIGN-BUILDER shall identify existing survey control network points and verify control to the LAWA Central Terminal Area monument located on the south side of the Theme Building.
- B. DESIGN-BUILDER shall verify the location and invert elevation of each proposed point of connection (POC) for each utility (storm drain, sanitary sewer, domestic water, fire water, recycled water, electrical power, natural gas, jet fuel, internet, phone, tv, data, etc.)

- C. DESIGN-BUILDER shall verify layout information indicated in relation to property survey and existing benchmarks before proceeding to lay out Work.
- D. DESIGN-BUILDER shall locate and protect existing benchmarks and control points, and preserve permanent reference points during construction.
- E. DESIGN-BUILDER shall not change or relocate survey benchmarks or control points without prior written approval of LAWA. If a survey benchmark or survey control point is accidentally damaged, or removed, then DESIGN-BUILDER shall promptly provide a replacement, and survey and document the replacement.

## **7. LINE AND GRADE**

- A. 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. 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. DESIGN-BUILDER shall develop and maintain a Surveyor's log, and make available to LAWA upon request.
  - 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. DESIGN-BUILDER shall locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placements, utility slopes, and invert elevations.
- C. DESIGN-BUILDER shall 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. DESIGN-BUILDER shall prepare a final property survey showing significant features (real property) for the 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, have final property survey recorded by or with local governing authorities as official "property survey."

**9. RECORD DOCUMENTS**

- A. DESIGN-BUILDER shall ensure that all survey-data collected is directly incorporated into the latest Design and Construction Documents (PR-11) throughout all stages of the project.
- B. DESIGN-BUILDER shall ensure that all survey-data collected is directly incorporated into the Model of Existing and Proposed Conditions (PR-21) throughout all stages of the project.
- C. 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-18 ENVIRONMENTAL REQUIREMENTS AND SPECIAL CONSTRUCTION**

### **1. GENERAL**

This section covers construction-related environmental mitigation requirements that include, but are not limited to, traffic mitigation measures, air quality construction related measures, water quality construction related measures, including the National Pollutant Discharge Elimination System (NPDES) permit program, restrictions on construction material stockpiles, excavation, and other items, as specified herein.

### **2. REQUIREMENTS**

- A. DESIGN-BUILDER shall implement and comply with these requirements and standards in performing the Work of this contract.
- B. Compliance with this Section does not exempt DESIGN-BUILDER from compliance with other applicable permits, approvals, requirements, codes, rules and regulations of other agencies with jurisdiction over the Work of this contract.
- C. Specific documents referenced in this section are available for review at LAWA's Office.

### **3. TRAFFIC**

- A. DESIGN-BUILDER shall comply with the following traffic requirements:

- 1. Construction Traffic Management Plan

- a. DESIGN-BUILDER shall submit prior to start of construction for approval by LAWA, a Construction Traffic Management Plan (CTMP). The CTMP shall include a description of how DESIGN-BUILDER will manage all construction related traffic. The intent of the CTMP is for DESIGN-BUILDER to describe how it will mitigate construction traffic impacts during both peak and off-peak traffic periods. The CTMP shall detail the employee parking plan, deliveries, and shuttle system operations, if any. The CTMP will require approval by LAWA prior to implementation. DESIGN-BUILDER compliance will be monitored throughout the project. Haul routes shall be located away from residential and other noise-sensitive areas.
- b. DESIGN-BUILDER shall develop a complete CTMP which shall include, but not be limited to:
  - 1) Haul Routes and/or detours;
  - 2) Locations for variable message and other signs;
  - 3) Construction deliveries;
  - 4) Construction employee shift hours;
  - 5) Construction employee parking locations;
  - 6) Any lane striping changes;
  - 7) Any traffic signal modifications; and
  - 8) Other relevant traffic factors.

- 2. Traffic Commitments and Mitigation Measures.

- a. DESIGN-BUILDER shall comply with the following traffic requirements:
- 1) Construction Delivery Permits. All construction deliveries requiring lane closures shall receive prior approval from LAWA. Construction Notification of deliveries requiring lane closures shall be made in writing (a minimum of seventy-two (72) hours in advance) in order to allow for any modifications to approved traffic detour plans. DESIGN-BUILDER shall obtain delivery permits from all applicable local agencies thirty (30) days prior to any delivery requiring a lane closure.
  - 2) Designated Truck Delivery and Related Hauling Events. DESIGN-BUILDER's truck deliveries and hauling of material from the project site, shall be scheduled during off-peak hours to avoid the peak commuter traffic periods. 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. Deviations to this requirement can be requested in writing by DESIGN-BUILDER (i.e., truck delivery waiver request) at least 72-hours in advance, but require LAWA's review and approval, including approval by CALM and by the LAWA MMRP Monitor assigned to the project, prior to actual site deliveries.
  - 3) No staging of construction traffic in residential and noise-sensitive areas, such as schools and places of worship, will be allowed. Should traffic staging areas be required, DESIGN-BUILDER shall locate these areas away from noise-sensitive development and shall comply with all local regulations.
  - 4) Construction Employee Shift Hours. To the extent possible, DESIGN-BUILDER shall establish work hours that avoid peak commuter traffic periods as defined herein. To avoid peak commuter traffic, work periods may be extended to include weekend and multiple work shifts, when necessary.
  - 5) Designated Haul Routes. DESIGN-BUILDER shall use the designated haul routes, as shown in the contract plans, for all construction traffic, deliveries, and employee travel. Haul routes shall be located away from residential and other noise sensitive areas.
  - 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 appropriate jurisdictional requirements for maintenance. All on- and off-airport haul roads used by DESIGN-BUILDER shall be restored to their original condition, or better, at the completion of construction.
  - 7) Closure Restrictions of Existing Roadways. Other than short time periods during nighttime construction, existing roadways will remain open until they are no longer needed for regular traffic or construction traffic, unless a temporary detour route is available to serve the same function. This will recognize that there are three functions taking place concurrently: (1) airport traffic, (2) construction haul routes, and (3) construction of new facilities.
  - 8) Construction Employee Parking Locations. The DESIGN-BUILDER's designated employee parking shall be as shown on the Plans as agreed with LAWA.
  - 9) Designated Haul Routes
    - a) Except as otherwise expressly permitted in writing by LAWA, truck deliveries for dirt, aggregate, bulk cement and all other materials and equipment shall

only be on designated routes, as shown on the plans (freeways and non-residential streets).

b) Designated traffic routes are limited to:

- i. Aviation Boulevard (Imperial Highway to Manchester Boulevard)
- ii. Manchester Boulevard (Aviation Boulevard to I-405)
- iii. Florence Avenue (Aviation Boulevard to I-405);
- iv. La Cienega Boulevard (north of Imperial Highway);
- v. Pershing Drive (Westchester Parkway to Imperial Highway);
- vi. Westchester Parkway (Falmouth Avenue to Pershing Drive)
- vii. Imperial Highway (Pershing Drive to I-405);
- viii. 111<sup>th</sup> Street (Aviation Boulevard to La Cienega Boulevard)
- ix. I-405; and
- x. I-105.

10) LAWA Area Shutdown Request Application. At least thirty (30) days prior to any requested closure of LAWA roadway or facility, DESIGN-BUILDER shall submit an Area Shutdown Request application form.

#### **4. STOCKPILES**

A. Construction Material Stockpiles Locations and Maintenance:

1. All Stockpile locations require pre-approval by LAWA. Stockpile locations/laydown/staging areas shall be located in areas away from LAX-adjacent residents to the extent possible and shall be accessed by construction vehicles with minimal disruption to adjacent public streets. The same applies for rock-crushing and concrete batch plant operations if either or both of those occur as part of Project construction (Note: Rock-crushing and concrete batch plant operations at LAX are subject to special permit requirements that must be coordinated through LAWA's Environmental Compliance Group).
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 the duration of the project, DESIGN-BUILDER will be required to 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 approved FAA 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.
- B. Refer to other sections of these documents and the project specifications for more stockpile dust control requirements.

## 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. 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. 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. 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. DESIGN-BUILDER shall be responsible for the continuous clean-up of all construction-related dirt on approach routes to and from the Site.
    - c. 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.
    - d. DESIGN-BUILDER shall provide vehicle tracking control at construction staging area access road entrances to reduce entrained dust.
    - e. During construction, DESIGN-BUILDER shall demonstrate that all unpaved ground surfaces are covered or treated sufficiently to minimize fugitive dust emissions.

3. DESIGN-BUILDER shall furnish and operate self-loading motor sweepers with spray nozzles as described in the plans for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete or as requested by LAWA.
  - a. DESIGN-BUILDER shall use this equipment as needed to keep pavement areas swept clean of debris.
  - b. Sweepers shall be kept in good working condition and stationed within work areas to provide swift response as needed, i.e., active taxiway crossings, etc. One water truck may be on standby at the DESIGN-BUILDER's staging area, if needed for dust control
  - c. Motor sweepers shall be CNG-fueled, unless otherwise approved by LAWA.
4. DESIGN-BUILDER shall post a publicly visible sign(s) of an appropriate size with DESIGN-BUILDER name, 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. Material and debris haul trucks shall be constructed, or contents covered, such that the material or debris does not sift, blow, leak, spill, or otherwise escape from the vehicle.
6. Speed limits on unpaved construction sites shall be limited to 15 miles per hour and haul vehicles shall maintain at least six inches of freeboard.
7. 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.
8. DESIGN-BUILDER shall use reclaimed water for construction activities (i.e., dust control) as feasible, when those activities are located in proximity to reclaimed water sources.

## **6. AIR QUALITY**

- A. DESIGN-BUILDER shall make every effort to reduce air pollutant emissions from construction traffic and equipment both on and off the airport. This includes, but is not limited to, use of construction equipment with "cleaner burning diesel" fuel and exhaust emission controls. DESIGN-BUILDER shall use alternative fuel or low emission vehicles to the maximum extent practicable.
- B. Under no circumstances shall an emission reduction device or strategy used on the construction site increase the emission of any pollutant above that which is the standard for that engine.
- C. All construction equipment working on-site shall be properly maintained (including engine tuning) at all times in accordance with manufacturers' specifications and schedules.
- D. DESIGN-BUILDER shall suspend use of all construction equipment during a second-stage smog alert in the immediate vicinity of LAWA.
- E. Utilization of construction equipment should be based on the minimum practical engine size (i.e., lowest appropriate horsepower rating for intended job).
- F. Tampering with construction equipment to increase horsepower or to defeat emission control devices is prohibited.
- G. DESIGN-BUILDER shall utilize an on-site (on-airport) rock crushing facility, to the maximum extent feasible (determined based on facility capacity and capability, project schedule, costs, and regulatory conditions in order to reuse demolished rock/concrete and reduce off-site truck haul trips. To assist DESIGN-BUILDER in assessing the feasibility of on-site rock-crushing

operations, LAWA shall provide information related to: (i) the location of sites available at LAX, situated away from residential areas, that could be considered for rock-crushing operations; and (ii) the regulatory requirements for rock crushers and concrete batch plants operated under LAWA's Title V Permit with the South Coast Air Quality Management District. DESIGN-BUILDER shall provide a feasibility assessment in support of the decision of whether or not to utilize an on-airport crushing facility. If it is determined to be feasible, DESIGN-BUILDER shall, in coordination with LAWA, describe the location and proposed operation of that facility. If an on-airport rock crushing facility is utilized, DESIGN-BUILDER shall locate rock-crushing operations and construction material stockpiles away from LAX-adjacent residents, to the extent possible, to reduce impacts from emissions of fugitive dust.

- H. The design, installation, and operation of any concrete batch plant or rock-crusher at LAX, including project-related LAWA-owned properties 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.
- I. DESIGN-BUILDER shall designate a person or persons to effectively ensure the implementation of all components of the construction-related air quality/pollutions control measures through direct inspections, record reviews, investigations of complaints, and the timely communication to all concerned parties. DESIGN-BUILDER shall provide LAWA with the name and cell phone number of that person(s), and shall provide LAWA with updated information within 5 working days should that person(s) and/or cell number change at any time. That person(s) can be the same as required in Section 20.B below.
- J. DESIGN-BUILDER shall prepare and submit to LAWA for approval, within thirty (30) days from Notice to Proceed, a list of all equipment to be used, including Subcontractors' equipment, necessary to complete the Work. Said list shall include equipment type, model, fuel source and emission characteristics. The equipment list shall be updated monthly and submitted to LAWA. DESIGN-BUILDER shall ensure that equipment is in proper working order so as to minimize harmful emissions.
- K. 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.
- L. Every effort shall be made to utilize grid-based electric power at any construction site, where feasible.
- M. All diesel-fueled equipment used for construction shall be outfitted with the best available emission control devices, where technologically feasible and available, primarily to reduce emissions of diesel particulate matter (PM), including fine PM (PM<sub>2.5</sub>), and secondarily, to reduce emissions of NOx. 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). (Note: 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 California Air Resources Board (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 [www.arb.ca.gov/msprog/ordiesel/vdecs.htm](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 DESIGN-BUILDER and their Subcontractors (including all sub-tiers).

- N. On-road medium-duty and larger diesel-powered trucks with a gross vehicle weight rating (GVWR) of at least 14,001 pounds used on the project shall, at a minimum, comply with USEPA 2010 on-road emissions standards for PM<sub>10</sub> and NO<sub>x</sub>. DESIGN-BUILDER requirements to utilize such on-road haul trucks or the next cleanest vehicle available will be subject to the provisions of Paragraph 6.P below. For trucks subject to this requirement, DESIGN-BUILDER shall provide documentation, such as a copy of the vehicle registration or other such government document, confirming the model year of the truck prior to its use on the project. The required documentation must be submitted to the LAWA MMRP Monitor assigned to the project, and is subject to review and approval by the Monitor prior to the truck's use at the site (i.e., the truck cannot be used at the site without the Monitor's prior approval). LAWA has up to 21 days to review and respond to such submittals. Submittals with incomplete or inaccurate information will be rejected or returned to DESIGN-BUILDER as "Revise and Resubmit". It is recommended that DESIGN-BUILDER coordinate with LAWA's Mitigation Monitor(s) regarding submittal requirements and process prior to making a first submittal.
- O. All off-road diesel-powered construction equipment greater than fifty (50) horsepower shall meet 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 Paragraph 6.P below. DESIGN-BUILDER is encouraged to apply for SCAQMD "SOON" funds to accelerate clean-up of off-road diesel engine emissions. Exceptions. The on-road truck and off-road construction equipment requirements set forth above in Paragraphs 6.N and 6.O of this section shall apply unless any of the following circumstances exist and DESIGN-BUILDER or Subcontractor provides a written finding consistent with project contract requirements and acceptable to LAWA that:
1. DESIGN-BUILDER /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.N and 6.O as to a particular vehicle or piece of equipment by leasing or short-term rental, and DESIGN-BUILDER /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 DESIGN-BUILDER has submitted documentation to LAWA that the requirements of this exception provision apply.
  2. DESIGN-BUILDER /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's/Subcontractors control, and DESIGN-BUILDER/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.N and 6.O, 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 DESIGN-BUILDER has submitted documentation to LAWA showing that the requirements of this exception provision apply.
  3. DESIGN-BUILDER/Subcontractor has ordered a piece of equipment or vehicle to be used on the construction project in compliance with Paragraphs 6.N and 6.O, 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's/Subcontractor's control, and DESIGN-BUILDER/Subcontractor 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.N and 6.O, but that equipment or vehicle is not available for lease or short-term rental within one hundred twenty (120) miles of the project, and 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 /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.N and 6.O, 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.N 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 DESIGN-BUILDER or Subcontractor, adequately 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's/Subcontractor's good faith efforts and due diligence.

In any of the situations described above, DESIGN-BUILDER /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.

<b>Table A Off-Road Compliance Step Down Schedule*</b>		
<b><u>Compliance Alternative</u></b>	<b><u>Engine Standard</u></b>	<b><u>CARB-verified (VDECS)</u></b> <b>DECS</b>
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

<b>Table A Off-Road Compliance Step Down Schedule*</b>
Equipment less than Tier 1, Level 2 shall not be permitted.

<b>Table B On-Road Compliance Step Down Schedule*</b>			<i>*How to use</i>
<b><u>Compliance Alternative</u></b>	<b><u>Engine Model Year</u></b>	<b><u>CARB-verified (VDECS)</u></b> <b><u>DECS</u></b>	
1	2007	N/A	
2	2004	Level 3	
3	1998	Level 3	
4	2004	Uncontrolled	
5	1998	Uncontrolled	
Equipment with a model year earlier than Model Year 1998 shall not be permitted.			

*Guidance for using Table A and Table B: In the event DESIGN-BUILDER, which includes subcontractors as well, does not have Tier 4 (final) off-road equipment per the requirements of Paragraph 6.O or a 2010 or newer on-road truck per the requirements of Paragraph 6.N., the step-down allowances of Table A and Table B, respectively, can be applied per the requirements of Paragraph 6.P. For example, relative to off-road equipment, Compliance Alternative 1 allows for the use of a Tier 4 Interim engine if DESIGN-BUILDER does not have and cannot obtain that piece of equipment with a Tier 4 (final) engine and meets one of the above exceptions. If such is the case and DESIGN-BUILDER is also unable to 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 Contractor can 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 Contractor 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, Contractor can then supply a vehicle meeting the next compliance alternative (Compliance Alternative #3), and so on. If Contractor is proposing an exemption for on-road equipment, the step-down schedule in Table B should be used in this same manner. Contractor 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 Contractor 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. The fueling of all diesel equipment operating on-site, including off-road construction equipment and on-road trucks (i.e., on-site water trucks), must utilize renewable diesel fuel, with a target goal of achieving at least 90 percent of the total diesel usage being provided with renewable diesel fuel. This requirement applies to DESIGN-BUILDER (i.e., the prime contractor) and to all subcontractors on the project, with DESIGN-BUILDER having primarily responsibility for ensuring that the overall requirement is met throughout the entire course of construction. Prior to start of construction, DESIGN-BUILDER shall submit to LAWA for review and approval, a detailed description of how the 90 percent target goal for the use of renewable diesel fuel will be met. If DESIGN-BUILDER believes the 90 percent target cannot be met, a detailed explanation of that determination, with supporting facts and justification, must be provided and DESIGN-BUILDER will specify the highest percentage of renewable diesel fuel that will be utilized, as well as an alternate target goal. It is at LAWA's discretion as to whether to accept a target goal less than 90 percent.
- R. Coating and paving materials shall be formulations with low volatile organic compound (VOC) levels, consistent with the requirements of SCAQMD Rule 1113.

## **7. NON-ROAD MOBILE SOURCE CONTROLS**

- A. 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.
- B. 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.

## **8. STATIONARY POINT SOURCE CONTROLS**

- A. 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.
- B. 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.
- C. In accordance with SCAQMD Rule 431.2, all diesel construction equipment shall use only Ultra Low Sulfur Diesel fuel (15 ppm or lower).

## **9. NOISE CONTROL**

- A. DESIGN-BUILDER shall provide a Construction Noise Control Plan (CNCP) to address construction equipment noise at noise-sensitive receptors where construction noise impacts may be significant. Such noise-sensitive receptors include, but may not be limited to, the Residence Inn by Marriott Los Angeles LAX/Century Boulevard, Sheraton Gateway Los

Angeles Hotel, H Hotel/Homewood Suites by Hilton Los Angeles International Airport, Hyatt Regency Los Angeles International Airport, and Courtyard Los Angeles LAX/Century Boulevard. (Note: Those are the hotel names/chains as of October 2020. This requirement still applies to those facilities if the names/chains subsequently change). The CNCP shall be prepared by a qualified noise professional and be provided to LAWA at least 60 days prior to start of construction activities for LAWA review and approval. The CNCP shall calculate the total maximum noise level in Community Noise Equivalent Level (CNEL) associated with construction of the proposed landside improvements and shall also account for cumulative noise impacts that may occur from other nearby LAX projects if under construction at the same time as the proposed landside improvements. If the calculated construction-related noise levels indicate an increase of 5 dBA over the existing exterior noise level at any noise-sensitive receptor, the CNCP shall specify provisions and/or measures to be implemented during construction that will attenuate construction noise levels to be less than 5 dBA over the existing exterior noise level. The CNCP shall include a section describing noise monitoring equipment, locations and methods for establishing a representative baseline exterior noise level. Potential noise attenuation measures could include, but are not limited to, noise curtains, noise blankets, temporary sound walls, or their equivalent during construction. The CNCP shall include a provision that states that, if noise levels exceed the 5 dBA increase, LAWA will require DESIGN-BUILDER to implement additional noise attenuation measures until the noise increase is less than 5 dBA. To verify efficiency of the construction noise attenuation measures, noise measurements shall be taken at the closest noise-sensitive receptors to confirm that the attenuated construction noise levels are less than 5 dBA over the existing exterior noise level.

- B. 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). Construction activities occurring between the hours of 9:00 p.m. and 7:00 a.m. are subject to the requirements of the City of Los Angeles Municipal Code Section 41.40, which if it makes loud noises to the disturbance of persons occupying sleeping quarters in any dwelling, hotel or apartment or other place of residence, requires permissions from the Los Angeles Police Department pursuant to Section 41.40(b).
- 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. Noise generated from the DESIGN-BUILDER's operations shall be controlled as specified in these contract documents.
- E. DESIGN-BUILDER shall comply with local sound control and noise level rules, regulations and ordinances which apply to Work performed pursuant to the Contract.
- F. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler.
- G. Stationary source equipment whose use is flexible with regard to relocation (such as generators and compressors) shall be located at the greatest distance practical from noise-sensitive land uses. "Quiet-design" air compressors and other quieter construction equipment shall be used when feasible and when such technology/equipment is commercially available.
- H. Noisy equipment shall be replaced with quieter equipment (for example, rubber-tired equipment rather than track equipment) when technically and economically feasible.

## **10. SEWAGE SPILL PREVENTION AND EMERGENCY RESPONSE PLAN**

- A. DESIGN-BUILDER shall prepare and submit to LAWA a 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.
- 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. 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 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.

## **11. WATER POLLUTION CONTROL**

- A. 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 NPDES permit requirements.
- B. When required, DESIGN-BUILDER shall obtain permits for erosion and water pollution control from the appropriate jurisdictional agency before the start of construction.
- C. Wet Weather Erosion Control Plan (WWECP) -- pursuant to Section 61.02 of the LAMC, whenever it appears that the construction Site will have grading during the rainy season (from October 1 to April 14), DESIGN-BUILDER shall submit a WWECP to LAWA for a thirty (30) day review period. Grading within the rainy season shall not be allowed without prior approval of a WWECP by LAWA. Guidance on WWECP requirements can be found on the City of Los Angeles Stormwater website at [http://www.lastormwater.org/wp-content/files\\_mf/parta.pdf](http://www.lastormwater.org/wp-content/files_mf/parta.pdf) (Development Best Management Practices Handbook – Part A Construction Activities). Preparation of a Construction Storm Water Pollution Prevention Plan (SWPPP) pursuant to the requirements of Paragraph 11.D. below can serve in lieu of a WWECP
- D. DESIGN-BUILDER shall comply with the applicable requirements of the LAWA Guidance Manual for Construction Storm Water Pollution Prevention (November 2015) available online at: <https://www.lawa.org/-/media/lawa-web/environment/files/final-master-lawa-guidance-manual.ashx>.

E. In addition to complying with the applicable requirements of the LAWA Guidance Manual for Construction Storm Water Pollution Prevention, 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 Best Management Practices.
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.

## 12. BEST MANAGEMENT PRACTICES

- A. A Construction SWPPP shall be provided to LAWA for review and approval at least thirty (30) days prior to the start of construction or soil disturbing activities. The SWPPP shall include Laydown areas and material processing areas. 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>.
- B. DESIGN-BUILDER shall have a Qualified SWPPP Developer (QSD) design BMPs and, in conjunction with the Qualified SWPPP Practitioner (QSP) for the project, implement and maintain such BMPs as are relevant to the Work, as specified in the NPDES permit requirement and as specifically required by the contract documents.
- C. 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.
- D. 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 the 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 or 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. Concrete washout bins/pits shall not be filled to greater than 75 percent capacity, and shall be equipped with secondary containment, as appropriate.
  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 depositions 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, will 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.
- E. DESIGN-BUILDER shall comply with the State Water Resources Control Board Order No. 2012-0006-DWQ (Construction Activities Storm Water General Permit) and all its amendments. DESIGN-BUILDER is to determine, in consultation with LAWA, the Risk Level for the Site in accordance with State Water Resources Control Board Order No. 2012-0006-DWQ and determine which requirements are applicable.
- F. Compliance with State Water Resources Control Board Order No. 2012-0006-DWQ, may include, but is not limited to the following:
1. Have a qualified Storm Water Pollution Prevention Plan (SWPPP) developer, as defined in State Water Resources Control Board Order No. 2012-0006-DWQ, develop a site-specific SWPPP.
  2. Submit SWPPP to LAWA for review and approval.
  3. Implement the SWPPP in accordance with State Water Resources Control Board Order No. 2012-0006-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. 2012-0006-DWQ.
  4. Assist in the preparation of a Notice of Termination (NOT) upon completion of said construction work, fulfill all post-construction requirements under State Water Resources Control Board Order No. 2012-0006-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

5. Failure to comply with State Water Resources Control Board Order No. 2012-0006-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.
- G. Should 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 is to also comply with all discharge reporting requirements of Water Resources Control Board Order No. 2012-0006-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.

### **13. DEWATERING**

- A. Dewatering shall be performed by DESIGN-BUILDER when specifically required by the Plans or Specifications, and 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 DESIGN-BUILDER or LAWA as specified in the General Requirements. Accumulated water shall be treated prior to disposal if so specified in the General Requirements or required by a permit. DESIGN-BUILDER shall submit to LAWA a working drawing and related supporting information detailing its proposed plan and methodology of dewatering and treatment and disposal of accumulated water.
- B. The plan shall identify the location, type and size of dewatering devices and related equipment, including the size and type of materials composing the collection system, the size and type of equipment to be used to retain and, if required, treat accumulated water, and proposed disposal locations. If the proposed disposal location is a sanitary sewer, DESIGN-BUILDER shall submit to LAWA written evidence of permission previously granted from the responsible agencies. If the proposed disposal location is a storm drain system or receiving body of water, DESIGN-BUILDER shall submit written evidence of permission granted from appropriate regulatory agencies for usage of the storm drain system. If permits are obtained by LAWA, original signed permits from jurisdictional regulatory agencies or written evidence of such permits are not required.
- C. The application of dewatering requirements includes, but is not limited to, impounded storm water from a rain event.

### **14. DRAINAGE CONTROL**

DESIGN-BUILDER shall ensure that storm and drainage water does not pond due to the temporary blockage of exiting drainage facilities. To this end, 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.

## 15. RECYCLING AND SOLID RESOURCES MANAGEMENT

DESIGN-BUILDER will be required to recycle or salvage a minimum 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/salvaging/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 of Los Angeles-certified construction and demolition waste processor or combination thereof, as feasible, so long as it can be documented that 85% of the materials were or will be recycled/salvaged. DESIGN-BUILDER shall, as part of the monthly compliance report described below in Paragraph 20.A, periodically report on the total percentage of construction and demolition waste that was recycled or salvaged.

## 16. TRIBAL, ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES

- A. Grading and excavation shall be subject to the 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](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://lawamediastorage.blob.core.windows.net/lawa-media-files/media-files/lawa-web/lawa-our-lax/studies-and-reports/mitigation-monitoring/paleontological\\_management\\_treatment\\_plan.pdf](https://lawamediastorage.blob.core.windows.net/lawa-media-files/media-files/lawa-web/lawa-our-lax/studies-and-reports/mitigation-monitoring/paleontological_management_treatment_plan.pdf).
- 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 historical resources, and the correct procedures for notifying the relevant individuals should such a discovery occur during Project excavation.
- D. Prior to grading/excavation, LAWA 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 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.

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

**17. BIOLOGICAL RESOURCES – NOT APPLICABLE**

**18. EXCAVATION OF SOILS IMPACTED BY PETROLEUM HYDROCARBONS**

- A. Past and present operations at LAWA involving 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. Locations of soils known or suspected to be impacted by petroleum hydrocarbons are shown on the plans, to the extent known by LAWA.
- B. DESIGN-BUILDER shall comply with all federal, state, and local laws and regulations related to the handling and disposal of impacted soils, and 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 further assess the nature and geographic extent of such soils occurring within the project area, if and as necessary to formulate a grading approach and schedule that will avoid unnecessary interruptions or delays due to special handling requirements of impacted soils. The DESIGN-BUILDER's environmental consultant shall also be available to assess soils known or suspected as being impacted by hydrocarbons or contaminants that are unexpectedly encountered during site grading and excavation.
- C. The requirements and guidelines defined below pertain to the handling, stockpiling, transportation, characterization, and disposal of soil that has been impacted by petroleum hydrocarbons (i.e., fuels), as may be encountered on the project 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.
- D. Refer to and comply with the requirement set forth in Removal and Disposal of Contaminated Soils and in other related parts of the Contract Documents.
- E. See PR-19 for additional requirements.

**19. HAZARDOUS BUILDING MATERIALS ENCOUNTERED DURING DEMOLITION OR REMODELING**

- A. 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). Locations of where such hazardous building materials are known or suspected to exist within the Project limits are shown on the plans and delineated

within the hazardous materials building survey.

- B. Detailed requirements regarding how such materials are to be handled, evaluated, and disposed of are found elsewhere in the Contract Documents.
- C. See PR-19 for additional requirements.

## **20. MONITORING AND CONTROL**

- A. DESIGN-BUILDER is responsible to be in compliance with all the requirements in the above paragraphs. DESIGN-BUILDER shall provide to LAWA a monthly status report of compliance of each of these specifications, including a description of how compliance was achieved. The monthly status report shall be prepared by or have the direct involvement of the individual designated by DESIGN-BUILDER as being responsible for ensuring implementation of construction-related environmental requirements, as set forth below in Paragraph 20.B. LAWA will randomly monitor the DESIGN-BUILDER's compliance with mitigation requirements throughout the term of the Contract.
- B. Prior to initiation of construction activities, DESIGN-BUILDER shall designate an individual on the DESIGN-BUILDER's project team, along with an alternate as a backup for when the designated individual is not available, responsible for ensuring implementation of all construction-related environmental requirements set forth herein through direct inspections, record reviews, investigations of complaints, and other means to confirm implementation and compliance. DESIGN-BUILDER shall provide LAWA with the name and contact information, including cell phone number, of the designated individual and of the alternate. The designated individual and alternate shall be on-site full-time workers with the availability, and DESIGN-BUILDER management support, to conduct the necessary compliance activities, in addition to his/her other job responsibilities that would be secondary to compliance monitoring. If the designated individual or alternate changes, DESIGN-BUILDER shall provide the name and contact information of the replacement individual within 5 working days.
- C. 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 (as defined in the Special Conditions Item GC-46) per day and per occurrence for each non-compliance of the specified requirements herein as deemed by LAWA.
- D. 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 Paragraph 20.C shall, at LAWA's discretion, be increased daily by 100 percent (as defined in the Special Conditions Item GC-46) until the non-compliance is corrected to the satisfaction of LAWA or an acceptable corrective action plan is provided to LAWA.
- E. 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 as-built documents submitted by DESIGN-BUILDER to LAWA.
- F. Unless otherwise provided, all requirements of this section shall be considered incidental to other items and no separate measurement or payment will be made.

## 21. LAWA'S MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) SYSTEM

In order to facilitate and support LAWA's reporting requirements for MMRPs, LAWA has established a computerized monitoring and reporting system, including a web-based portal and a mobile application (i.e., GeoOptix Gather app) for entering, tracking, and compiling monitoring information for individual development projects at LAX. DESIGN-BUILDER shall be required to upload all records, reports, and documentation related to environmental requirements and mitigation measures subject to LAWA's discretion.

## 22. THEME BUILDING AREA REQUIREMENTS

- A. The remaining space around the Theme Building, bounded on the north and south by World Way and on the east by East Way, shall preserve and retain the open setting to recall the Theme Building's historic setting. The open setting shall include an interpretive program that may include photographic exhibits, audio/visual presentations, and interactive displays to chronicle the history and design of the Theme Building and the 1961 ATCT, their context within the larger airport plan, the architects, and their historic significance. This exhibit shall be located in the setting surrounding the Theme Building or within the Theme Building and shall be made accessible to the public.
- B. DESIGN-BUILDER shall implement landscape elements in the vicinity of the Theme Building that enhance passenger and visitor's visual focus on the Theme Building (i.e., make the Theme Building the visual focus of this area, not the proposed Project elements).

## 23. Non-CEQA Assessment and Letter

In accordance with the requirements of the Los Angeles Department of Transportation (LADOT) *Transportation Assessment Guidelines (July 2020)*, LAWA completed a Non-CEQA Transportation Assessment for the ATMP. DESIGN-BUILDER, in coordination with LAWA, must comply with the requirements/recommendations identified in the following:

- [ATMP Non-CEQA Transportation Assessment Report](#)
- [LADOT measures recommended to be implemented as part of LAX ATMP](#)

DESIGN-BUILDER would be required to develop detailed roadway plans in accordance with documented safety best practices and City of Los Angeles guidelines, which include:

- [The City of Los Angeles Complete Streets Design Guide](#)
- [The City of Los Angeles Supplemental Street Design Guide \(May 2020\)](#)
- [Bureau of Engineering \(BOE\) Street Design Manual and Standard Plans](#)
- Department of Transportation (LADOT) Manual on Policies and Procedures

## 24. Other Environmental Requirements

In accordance with LAWA's environmental requirements in the Environmental Impact

Report, DESIGN-BUILDER must comply with the following:

- A. Chapter 7.0 Environmental of LAWA's Design & Construction Handbook (DCH)
- B. LAWA or tenant non-building projects shall meet LAWA Sustainable Design and Construction requirements if not eligible for or exempted from LEED® certification. Typical airport non-building projects include: runways, taxiways, and other airfield flatwork; roadways, bridges and tunnels; pavement rehabilitation; civil infrastructure/site utility work; exterior lighting; and landscaping.
- C. Sustainable Landscaping - Drought-tolerant landscaping and micro-irrigation would be installed for all project-related landscaping to reduce potable water consumption (15 percent of total project landscaping as drought-tolerant with remaining 85% as mulch, sand, and other drought-tolerant elements)
- D. The Hyperion Advanced Water Purification Facility (AWPF) will produce advanced-treated recycled water for non-potable use at LAX and other facilities and is expected to be in operation in 2022. If DESIGN-BUILDER is tasked to install reclaimed water lines within or outside of the public right-of-way, the pipes must be able to connect from the Los Angeles Department of Water and Power's (LADWP's) facilities into the Central Terminal Area (CTA).
- E. LAWA's Design and Construction Handbook specifies that a Logistic Plan and fully documented Logistical Work Plan Checklist be developed for construction projects. Required information includes, but is not limited to, identification of emergency access provisions, emergency evacuation routes, and 24-hour emergency contact information.

LAX Design Guidelines - DESIGN-BUILDER would incorporate various features throughout the new facilities, such as screening, street trees, landscape buffer zones, and other appropriate mechanisms to minimize lighting spillover. DESIGN-BUILDER would also utilize low-reflective materials to minimize any introduced sources of daytime or nighttime glare within the area. The incorporation of these design features would ensure that light spillover and adverse glare impacts from the project components on these light-sensitive uses would be minimized.

**END OF PR-18 ENVIRONMENTAL MITIGATION REQUIREMENTS AND SPECIAL  
CONSTRUCTION**

## **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 covers the procedures required in the event that earthwork operations encounter contaminated or suspected contaminated soils; in particular, soil that has been impacted by petroleum hydrocarbon (i.e., fuels) but, from a regulatory standpoint, is considered to be a non-designated/non-hazardous material.
- C. This section also includes minimum requirements for removal and disposal of such soils.

### **2. REFERENCES**

- A. California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA).
- B. South Coast Air Quality Management District, Rule 1166-Volatile Organic Compound Emissions From Decontamination of Soils.

### **3. SCOPE OF THIS PR**

The scope of work includes the identification, testing, screening, excavation, segregation, handling, stockpiling, transportation, characterization, and disposal of soil that has been 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.

### **4. PROCEDURE FOR THE MANAGEMENT OF PETROLEUM HYDROCARBON-IMPACTED SOIL ENCOUNTERED DURING CONSTRUCTION**

- A. Details regarding the identification, testing, screening, excavation, segregation, handling, stockpiling, transportation, characterization, and disposal of soil that has been impacted by petroleum hydrocarbons (i.e., fuels) and other impacted soil will be identified in DESIGN-BUILDER's submittal; Hazardous Materials Management Plan (HMMP) and/or Soil Management Plan (SMP) to guide procedures in the event of encounters with soil contaminated by jet fuel, metals, other hydrocarbons, and asbestos-containing materials (ACM) during soil grading and/or excavation activities. The HMMP or SMP shall also provide direction on stockpiling, characterization, and re-use or disposal of contaminated soil, other hazardous materials and based on the guidance provided below. Procedures for managing impacted soil shall comply with all regulatory requirements and other requirements for work performed at LAWA. HMMP shall be submitted to LAWA and approved before on-site construction activities commence.



- B. When required by permit and regulation; excavation of soils impacted or potentially impacted by hydrocarbons shall be performed in accordance with requirements of the South Coast Air Quality Management District 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, or where visual or olfactory observation of soils impacted or potentially impacted by hydrocarbons occurs during excavation or grading.
- C. DESIGN-BUILDER will 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.
- D. 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 LAWA and shall also contact the Los Angeles Fire Department (LAFD). The LAFD representative at LAX is Inspector Braxton Clark. Inspector Clark can be contacted in his office 424/646-6497 or via his cell phone 213/359-8053. For active fuel release, stopping the spill at the source shall be a priority.
- E. DESIGN-BUILDER shall immediately notify LAWA of any observances or occurrences of soil contamination. Note: If only evidence of soil contamination is observed, but there is no standing/pooled free product, only LAWA needs to be notified; if there is soil contamination and/or standing/pooled free product present, both LAWA and the LAFD Inspector need to be contacted.
- 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 Material Safety Data Sheets (MSDS or now referred to simply as Safety Data Sheets [SDS]) 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 the impacts on the overall project's schedule is minimized.
- H. Removal of petroleum hydrocarbon-impacted soil shall be in conformance with applicable federal, state, and local regulations, including, but not limited to, South Coast Air Quality Management District (SCAQMD); California Environmental Protection Agency (EPA); Department of Toxic Substances Control (DTSC); California Regional Water Quality Control Board (RWQCB); Department of Transportation (DOT); and LAFD.
- I. DESIGN-BUILDER shall quantify all potentially contaminated soil by the cubic yard (CY) for testing, documentation, excavation, stockpiling, re-use, and removal from airport property, as identified in the Contract Documents, and per regulatory requirements.
- J. DESIGN-BUILDER shall include in the HMMP, at minimum, the following sections:
  - 1. Identification of anticipated contractors, subcontractors, test labs, disposal sites and associated contract responsibilities;
  - 2. Proposed soil management approach, including approach to confirmation sampling at the limits of contamination;
  - 3. Proposed soil sampling and analyses approach;
  - 4. Proposed soil disposition plan including "phases" of areas of earthwork;

5. General provisions for the management of hazardous materials/wastes other than petroleum hydrocarbon-impacted soil if encountered during construction, recognizing that the specific requirements for management of such materials/wastes will depend on the type materials/wastes encountered and that those specific requirements will be defined by DESIGN-BUILDER, in consultation with LAWA, as an addendum to the HMMP.
- K. DESIGN-BUILDER shall 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 Contractors, subcontractors, test labs, disposal sites and associated contract responsibilities that occurred;
  2. Soil management approach that was implemented;
  3. Soil sampling and analyses results;
  4. Confirmation sampling at the limits of excavation;
  5. Soil disposition approach and documentation;
  6. Other data as required.

## **5. PETROLEUM HYDROCARBON-IMPACTED SOIL TESTING**

- A. General. Oil company-pipelines, above and below ground fuel tanks, and pipelines for the various fuel delivery systems are known to exist on the airport. The locations of these pipelines have been identified on the plans, to the best of LAWA's knowledge, in order to avoid accidental damage. The 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 further assess the nature and geographic extent of such soils occurring within the project area, if and as necessary to formulate a grading approach and schedule that will avoid unnecessary interruptions or delays due to special handling requirements of impacted soils, as further described below. The DESIGN-BUILDER's environmental consultant shall also be available to assess soils known or suspected as being impacted by hydrocarbons or contaminants that are unexpectedly encountered during site grading and excavation.
- B. Additionally, DESIGN-BUILDER, or Subcontractor(s) to DESIGN-BUILDER, 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 the DESIGN-BUILDER's responsibility for complying with all requirements of SCAQMD Rule 1166 without interruption or delay in the project schedule.
- C. The DESIGN-BUILDER shall exercise care in the event that soils known or suspected as being impacted by hydrocarbons or contaminants are encountered during excavation of soil in in all areas of the project.
- D. All work associated with impacted soil treatment/remediation shall be pre-approved by LAWA in order to be eligible for payment under this item, and shall also be in accordance with Environmental Mitigation Requirements and Special Construction Project Requirement of the Contract Documents.

- E. 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, based on previous soil investigations, or is in an area 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. Unless there is specific knowledge or observation of, or good reason to believe the presence of, soils/materials impacted by petroleum hydrocarbons or other VOC material, the monitoring, identification, and screening requirements described below do not apply.
- F. 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 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 Sections 6 and 7 below.
  2. PID Reading of between 1 ppm and 50 ppm: This excavated material is not contaminated pursuant to SCAQMD Rule 1166, but is considered by LAWA to be "Non-Contaminated but Impacted" and is subject to special handling requirements set forth in Section 6A below.
  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).

## 6. HANDLING OF CONTAMINATED AND NON-CONTAMINATED/IMPACTED SOIL

- A. 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"> <li>• Manage soil in accordance with the DESIGN-BUILDER's HMMP, SCAQMD Rule 1166 Mitigation Plan, and Project Storm Water Pollution Prevention Plan (SWPPP).</li> <li>• Spray with water or approved vapor suppressant prior to transport.</li> <li>• Segregate and transport to contaminated stockpile area designated by LAWA.</li> <li>• Conduct characterization as related to soil disposition – see Section 7 below.</li> </ul>

Soil Category	PID Reading	Handling Requirements
		<ul style="list-style-type: none"> <li>Contaminated soil must be removed from the Site within thirty (30) days of excavation, and transported to and approved treatment, storage, and disposal facility (TSDF) – see Section 7 below.</li> </ul>
Contaminated	>1,000 ppm	<ul style="list-style-type: none"> <li>Manage soil in accordance with DESIGN-BUILDER's HMMP, SCAQMD Rule 1166 Mitigation Plan, and SWPPP.</li> <li>Immediately spray soil and work area with water or approved vapor suppressant.</li> <li>Place soil in SCAQMD-approved containers with vapor-tight lids, OR</li> <li>Load directly into trucks, spray with vapor suppressant, conduct characterization as related to soil disposition, and transport immediately off-site to approved TSDF - see Section 7 below.</li> <li>Notify SCAQMD within one hour of detection.</li> <li>Contaminated soil must be removed from the Site within thirty (30) days of excavation.</li> </ul>
Non-Contaminated Impacted	≥1 ppm - <50ppm	<ul style="list-style-type: none"> <li>Manage soil in accordance with requirements of SWPPP.</li> <li>Segregate and transport to designated stockpile area.</li> <li>Coordinate with LAWA for characterization and reuse or disposal – see Section 7 below.</li> </ul>

## 7. DISPOSITION OF CONTAMINATED SOIL

- A. The DESIGN-BUILDER shall conform to all local, state, and federal laws and regulations regarding the removal, handling, and transport of contaminated materials. The DESIGN-BUILDER shall provide LAWA documentary evidence (manifests) 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 payment under the Bid Item and shall be in accordance with Contract Unit Price – Measurements and Quantities Project Requirement.
- B. The DESIGN-BUILDER shall propose a disposal/recycle method and facility/location for disposal of soils. Acceptance of DESIGN-BUILDER's 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 DESIGN-BUILDER's HMMP, regulatory requirements and as directed by LAWA. Non-Contaminated and VOC Contaminated Soil, as defined in the table above, 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 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; the DESIGN-BUILDER shall request a temporary EPA Identification Number from LAWA;
    - a. LAWA can typically provide an 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 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 will submit waste profiles to LAWA for review and approval. Once approved by LAWA, the signed profiles will be provided to DESIGN-BUILDER. LAWA's review and approval process typically takes seven (7) days, providing that the waste profile form is properly completed.
- E. VOC Contaminated Soil – Non-hazardous. VOC Contaminated Soil (as determined by AQMD 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. The 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 AQMD 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 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-21 BUILDING INFORMATION MODEL (BIM) AND VIRTUAL REALITY COORDINATION**

### **1. GENERAL**

- A. DESIGN-BUILDER shall employ BIM and virtual reality tools to facilitate the design, construction, coordination, scheduling, estimating, phasing, and close out of the Work. The BIM and virtual reality requirements shall be developed and refined based on LAWA's BIM Execution Plan (BXP) template. The final BXP shall be formally submitted to LAWA for review and approval. All work must adhere to LAWA's BIM Standards in the [Design and Construction Handbook \(DCH\)](#). 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 Shop Drawings. DESIGN-BUILDER, their Design Professionals and Consultants, and their Subcontractors shall assist, integrate and use the BIM models for the creation of design and construction documents as well as shop drawings.
  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. Additional qualified staff shall be available to ensure adequate progress implementing and integrating the LAWA BIM Standards throughout all stages of the Project. Refer to the LAWA BIM Standards in the DCH for a complete description of the BIM Manager's roles and responsibilities.

### **2. BUILDING INFORMATION MODEL (BIM)**

- A. DESIGN-BUILDER shall develop and maintain a Model of Existing and Proposed Conditions (i.e. BIM Models), and deliver the BIM Models to LAWA in accordance with LAWA's BIM Standards and Requirements. The LAWA BIM Standards cover topics such as:
1. BIM Uses
  2. BIM Execution Plan (BXP)
  3. Procedures and Methods
  4. Coordinate System/Shared Coordinates
  5. Model File Naming
  6. Level of Detail/Level of Development
  7. Design Review
  8. QC/QA Requirements
  9. Commissioning Requirements
  10. Spatial Coordination and Clash Detection
  11. 4D/5D Model Simulation
  12. Record Model Requirements
  13. Facility Management



## 14. GIS Integration

### 3. BIM MODELING REQUIREMENTS

- A. **BIM Execution Plan:** DESIGN-BUILDER shall participate in the development of the BIM Execution Plan, which is an agreement by all parties to share in the development and use of a common BIM model and helps plan the ownership and scope of models involved in preparing and executing the Project. DESIGN-BUILDER shall integrate BIM as a process and deliverable into the Project organizational and planning structure to leverage the information created during design and construction to enhance facilities operations and processes.
- B. **Model Management during Construction:** During the course of construction the Record Design Models shall be updated with design modifications incurred through RFI's, Change Orders, Submittals and all other changes affecting the Project's design. The Record Design Models are the basis BIM model of the "Record Documents" and is submitted as part of project close-out. Prior to the start of construction, the designer shall submit a plan to the Owner for review that outlines the required process for concurrent reconciled design model documentation. DESIGN-BUILDER shall demonstrate continuous updating of the model and submit status monthly. An updated set of models is required for payment as stated in the Special Conditions. The BIM model, as it is updated throughout the project duration, shall represent in electronic format the physical design and actual construction of the project throughout all trades.
- C. **Design Record Model Creation and Delivery:** DESIGN-BUILDER shall develop and deliver to the Owner a set of Record Models. Record Models shall come from continuously updating the Design Models during the course of Construction. All as-built information shall be reconciled and included in the Record Models. DESIGN-BUILDER shall continuously update the Design Models to include RFI's, Change Orders, Submittals, and all other changes affecting the project's design and construction. DESIGN-BUILDER shall provide all Record Models and Construction models at project closeout as required in PR-27 Project Closeout.
- D. **Construction Model Creation and Delivery:** The DESIGN-BUILDER shall develop and deliver to the Owner all Construction models from each trade in their native file format. DESIGN-BUILDER shall provide all Construction models at project closeout as required in PR-27 Project Closeout.

### 4. VIRTUAL REALITY TOOLS

- A. DESIGN-BUILDER shall implement compatible virtual reality tools to provide immersive 3D virtual environments utilizing BIM model design data to allow LAWA and stakeholders the ability to review designs for functionality and aesthetic compliance.

### 5. RELATED PROJECT REQUIREMENTS

Refer to the following Project Requirements for additional BIM related requirements: **PR-07** Utilities, **PR-16** Surveying, **PR-25** Project Record Documents, **PR-27** Project Closeout.

## END OF PR-21 BUILDING INFORMATION MODEL (BIM) AND VIRTUAL REALITY COORDINATION

## **PR-22 PROJECT MANAGEMENT**

### **1. GENERAL**

DESIGN-BUILDER shall provide a Project Team with clearly defined roles & responsibilities for each manager and staff member, and a clear reporting structure for the entire team. DESIGN-BUILDER shall develop and implement standard operating procedures for their team regarding communications (internal and external), resource management, conflict resolution, etc.

### **2. PROJECT MANAGEMENT PLAN**

A. DESIGN-BUILDER shall prepare and maintain a Project Management Plan. The Project Management Plan shall be submitted to LAWA within 30 days of the Notice To Proceed (NTP) for Phase 1, and shall be updated and resubmitted on a quarterly basis, if any changes are made. This includes, but is not limited to, the following;

1. DESIGN-BUILDER shall prepare and maintain an organization chart with a supporting list of their team members' names, roles & responsibilities, and contact information.
2. DESIGN-BUILDER shall prepare and maintain individual sections of the Project Management Plan for the Design, Preconstruction, Construction, and Closeout efforts of the project. Examples of topics may include: standard operating procedures and norms for communications (internal and external), badging & escorting, vehicles, supplies, meetings, monthly reporting, software, document control, partnering, dispute resolution, staff support and training, site maintenance, etc.

### **3. WEEKLY PROGRESS MEETINGS**

- A. LAWA will schedule and administer a Weekly Progress Meeting throughout all stages of the project.
- B. DESIGN-BUILDER shall ensure that key staff and stakeholders attend and participate in the Weekly Progress Meetings.
- C. DESIGN-BUILDER shall provide a 4-Week Lookahead Schedule (PR-04) at each Weekly Progress Meeting for all stages of the project (Design, Preconstruction, Construction, and Closeout).
- D. DESIGN-BUILDER shall report on the progress achieved over the past week, and shall provide a forecast of upcoming activities, milestones, and planned disruptions (i.e. Area Shutdowns, Utility Shutdowns, Noise Impacts, Traffic Impacts, etc.) for the coming month.
- E. DESIGN-BUILDER shall report on outstanding action-items from the previous meetings.
- F. LAWA and DESIGN-BUILDER may also discuss safety, security, agency-coordination, housekeeping, contract administration, submittals, RFIs, long-lead items (materials and equipment), record documents, and other topics at the Weekly Progress Meetings to ensure the success of the Project through effective communication and targeted action-items that can mitigate risk.

### **4. PRE-DESIGN CONFERENCE**

- A. LAWA will schedule and administer a Pre-Design Meeting within two weeks of the NTP for

Phase 1 of the Contract.

1. The purposes of the Pre-Design Meeting will be to introduce the project team and key participants from LAWA and DESIGN-BUILDER, and to familiarize the team with the project, the Contract, and the associated policies & procedures.
2. The meeting will also be a forum to discuss key challenges and concerns of affected parties. DESIGN-BUILDER and LAWA will jointly develop the meeting-invite list, to include third-party stakeholders where appropriate.

## **5. PRE-CONSTRUCTION CONFERENCE**

- A. LAWA will schedule and administer a Pre-Construction Conference prior to the start of construction.
- B. DESIGN-BUILDER shall ensure that their Project Manager, Designer of Record, Superintendent, and other key staff and stakeholders attend and participate in the Pre-Construction Conference.
- C. The primary purpose of the Pre-Construction Conference will be for LAWA and the DESIGN-BUILDER to communicate their expectations of each other for the project. The meeting objectives will include, but not be limited to;
  1. Introduce Key Staff and Stakeholders
  2. Review the Project Scope, Schedule and Budget
  3. Review Known Project Risks and Mitigation Techniques
  4. Review the Project Communication Protocols
- D. DESIGN-BUILDER shall provide copies of the latest available Construction Schedule (GMP Binder Schedule and/or Baseline Schedule) for all attendees.
- E. DESIGN-BUILDER shall provide copies of their latest available Organization Chart, with the supporting list of their team members' names, roles & responsibilities, and contact information.
- F. LAWA and DESIGN-BUILDER will also discuss administrative procedures, payment application procedures, Project Labor Agreement (PLA) and other labor compliance considerations, communication protocols, site maintenance, operational constraints, and other topics to ensure a clear understanding of the Project and the Contract by all parties involved.

## **6. PRE-INSTALLATION CONFERENCES**

- A. DESIGN-BUILDER shall schedule and administer a Pre-Installation Conference before each significant stage of construction (i.e. demolition, earthwork, wet & dry utilities, foundations, structural, building envelope, MEPF, vertical circulation, finishes, etc.). DESIGN-BUILDER prepare Meeting Minutes, unless otherwise directed.
- B. DESIGN-BUILDER shall ensure that key staff and stakeholders participate in the Pre-Installation Conferences. DESIGN-BUILDER shall invite LAWA to attend the Pre-Installation Conferences.
- C. DESIGN-BUILDER shall review the Construction Drawings, Specifications, Samples and Mockups, Submittals, and other relevant Contract Documents with all affected Contractors and Subcontractors to ensure the scope of work is clearly understood.

- D. DESIGN-BUILDER shall review schedule constraints, work areas and access points, storage & laydown areas, operational constraints, physical limitations, and other factors with all affected Contractors and Subcontractors to ensure that their installation options and limitations are clearly understood, and to resolve any potential conflicts or compatibility issues between Contractors and Subcontractors.
- E. DESIGN-BUILDER shall review their Quality Control Plan and the associated testing, inspection and documentation requirements with all affected Contractors and Subcontractors to ensure that the Quality Control, Quality Assurance, Inspection, and Documentation requirements are clearly understood.
- F. DESIGN-BUILDER shall review their Commissioning Plan with all affected Contractors and Subcontractors to ensure that the demonstration & training, testing & activation, spare parts & tools, record documents, warranties, and other actions required upon completion of the installation are clearly understood.
- G. DESIGN-BUILDER shall confirm the fabrication & delivery status of all materials & equipment with all affected Contractors and Subcontractors to ensure that the Work can begin and proceed without interruption in accordance with the Project Schedule.
- H. DESIGN-BUILDER shall identify any potential risks to completing the installation in a safe, timely, efficient, predictable, and minimally-disruptive manner, and shall establish and implement any necessary actions to monitor and mitigate those risks.

## **7. MONTHLY REPORTING**

- A. DESIGN-BUILDER shall provide a Monthly Report to LAWA throughout all stages of the project (Design, Preconstruction, Construction, and Closeout). The Monthly Report shall document challenges, accomplishments, risks, milestones, unique events, and Key Performance Indicators (KPI) from the reporting-period. The Monthly Report shall include topics that are applicable to the Project and may include the following:
  - 1. Safety Management (PR-15)
  - 2. Project Controls (Scope, Schedule, Budget)
  - 3. Progress Schedule (PR-04)
  - 4. Design & Preconstruction Management
  - 5. Construction Management
  - 6. Phasing & Logistics
  - 7. Airport Operational Readiness & Commissioning (PR-26)
  - 8. Risk Management
  - 9. Stakeholder Management
  - 10. Quality Control (PR-14)
  - 11. Environmental Monitoring & Control (PR-18)
  - 12. Model of Existing & Proposed Conditions (PR-21)
  - 13. Progress Photos & Videos (PR-24)

**8. OTHER MEETINGS & COORDINATION**

- A. LAWA will schedule and administer a Safety Meeting with the DESIGN-BUILDER and LAWA's Program Safety Manager (or their designee) within 30 days of the Notice To Proceed (NTP) for Phase 1 to review the Project Safety Requirements. LAWA will arrange follow-up meetings thereafter as needed.
- B. LAWA will schedule and administer a Preconstruction Scheduling Conference within 30 days of the Notice To Proceed (NTP) for each Phase. DESIGN-BUILDER shall ensure that their Project Manager and Project Scheduler attend and participate in the meeting.
- C. LAWA will schedule and administer a Monthly Executive Meeting to review the overall health of the Project. DESIGN-BUILDER shall ensure that their Lead Program Manager and other key staff attend and participate in the meeting.
- D. LAWA will schedule and administer additional Meetings with the DESIGN-BUILDER as needed to ensure constant and effective communication between the Team, and to address issues that would not be practical or appropriate to address at the other Meetings.

**9. MAINTENANCE OF DOCUMENTS**

- A. DESIGN-BUILDER shall maintain a current and complete copy of all Contract Documents and Quality Control Documents at all times, and shall immediately make those documents available to LAWA upon request. This includes, but is not limited to;
  - 1. Conformed Contract(s) with LAWA and associated RFP
  - 2. Latest Design and Construction Documents (BOD, SD, DD, CD, Addendums, etc.)
  - 3. CGMP and/or GMP Binders
  - 4. Contract Amendments
  - 5. RFIs and Submittals (including the latest responses from LAWA and the DOR)
  - 6. Field Directives, Change Directives, etc.
  - 7. Quality Control Documents (Survey Data, Redline Drawings, Test Reports, etc.)

**END OF PR-22 PROJECT MANAGEMENT**

## **PR-24 PHOTOGRAPHS AND VIDEOS**

### **1. GENERAL**

This Section covers general requirements for the DESIGN-BUILDER's Photographic and Video Documentation. All images shall be provided with a minimum resolution of 8 megapixels in JPG format, unless otherwise specified.

### **2. PRECONSTRUCTION PHOTOS AND VIDEOS**

- A. DESIGN-BUILDER shall provide photos and videos of the existing conditions as part of their Site Investigations in support of their design and preconstruction effort as described in PR-01.
- B. DESIGN-BUILDER shall provide photos and videos of the existing conditions in specifically-affected areas prior to performing any destructive testing, exploratory investigation, or other physical improvements, modifications, or demolition of any area, facility, and/or utility.
- C. DESIGN-BUILDER shall provide a Pre-Construction Video of the entire site prior to starting construction. The Video shall include all areas of the Project Site, and all surrounding areas, facilities and utilities that shall be protected in place and/or may be adversely impacted by the proposed construction and/or demolition.

### **3. CONSTRUCTION SITE WEBCAMS AND TIME-LAPES PHOTOS**

- A. Install and connect a minimum of two (2) digital video cameras and as coordinated with LAWA at vantage points designated by the LAWA. Webcam hardware and software shall incorporate the following features:
  - 1) Cameras shall be fully controllable with preset positions and zoom 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.
  - 4) LAWA shall have access at all times to view camera footage.
  - 5) LAWA will get a complete record of all the footage at the end of the project.
- 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. Time lapse videos shall be provided to LAWA at any time during the project upon request.
- C. The Contractor 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 of high quality and 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.

**4. DIGITAL MEDIA LIBRARY**

- A. DESIGN-BUILDER shall create, maintain and provide a digital media library of all photos and videos for the project. The library shall be organized to clearly identify the date, time, location, and unique description of each photograph and video. For example, the file-name of a given photograph might be "Bridge A3 – Concrete Pour (2023-05-14)"

**END OF PR-24 PHOTOGRAPHS AND VIDEOS**



## **PR-25 PROJECT RECORD DOCUMENTS**

### **1. GENERAL**

- A. This project requirement provides 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.
- B. DESIGN-BUILDER shall identify each Project Record Document deliverable (described herein) in their Schedule of Values (SOV), which will be the basis of payment for completing this Work.

### **2. REQUIREMENTS**

#### **A. Record Drawings and BIM Models**

- 1. LAWA will review the BIM Models 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 Contractor for required corrections. Refer to the PR-21 Building Information Model (BIM) and Virtual Reality Coordination.
- 2. As-Built Information: "As-built" information and survey-data (PR-16) shall be incorporated into the Reconciled Design Models in accordance with the LAWA approved BIM Execution Plan.
- 3. All Design Change Notices, Construction Bulletins, Shop Drawings, RFIs, Submittals, Survey Data, etc. shall be directly and clearly incorporated into the Record Drawings and BIM Models.

- B. Initial Submittal: prior to submitting a request for Substantial Completion, DESIGN-BUILDER shall submit one (1) PDF electronic file set of marked-up (red-line) Shop Drawings, one (1) PDF electronic file set of Design Drawings updated to show as-built conditions, and submit all the As-Built Construction Models & Record Design Models per PR-21.

- C. Record Digital Data Files: Prior to submitting a request for Substantial Completion, DESIGN-BUILDER shall review the Design Drawings, Shop Drawings, and BIM Models 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 GMP Drawings in accordance with PR-21.
- 2. Annotated, indexed PDF electronic files with comment function enabled.
- 3. Record Drawings shall include plans, sections and elevations of all interior and exterior spaces, 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.

- D. Final Submittal: Upon approval of the Initial Submittal, DESIGN-BUILDER shall submit one (1) PDF electronic file set of the cleaned up As-Built Shop Drawings (no red-lines shown), one (1) PDF electronic file set of the Record Design Drawings updated to show as-built conditions, and all the As-Built Construction Models & Record Design Models per PR-21. DESIGN-BUILDER shall also submit two (2) paper copies of the cleaned up As-Built Shop Drawings (no red-lines shown) and two (2) paper copies of the Record Design Drawings

updated to show as-built conditions. Drawings shall be full sized.

1. All digital files shall be named following the naming convention set in Guide Specification 01 78 00 of the Design and Construction Handbook (DCH). For record design documents, use "PROJECT RECORD DRAWING" instead of the CSI code.
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.

E. Record Specifications - Formatting standards may be obtained from LAWA.

- 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. Name each PDF file following the naming convention set in Guide Specification 01 78 00 of the Design and Construction Handbook (DCH).

F. 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.

G. 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 files. Submit on digital media acceptable to LAWA.
  - 2) Name each PDF file following the naming convention set in Guide Specification 01 78 00 of the Design and Construction Handbook (DCH).
  - 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 Contractor 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 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. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."
  - 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 Contractor's Commissioning Plan and Closeout Plan and schedule as approved by LAWA 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 Contractor 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) Gas leak;
  - 4) Water leak;
  - 5) Power failure;
  - 6) Water outage;
  - 7) Systems and equipment failure; and
  - 8) 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 Contractor 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 Contractor 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.

#### H. Warranty Submittals

- 1. Submit written warranties to LAWA as required in the Closeout Procedures, and in accordance with the Contractor's LAWA approved Closeout Plan and schedule as approved by LAWA 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 Contractor during construction period, submit properly executed warranties to LAWA as required by the Closeout Procedures.
3. When Contract Documents require 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.
4. Refer to other sections for specific content requirements and particular requirements for submitting special warranties.
5. At Final Completion compile two paper copies of each required warranty properly executed by Contractor, 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 Contractor.
  - c. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
    - 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 Contractor 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.
7. Submit all required warranties in native PDF format (no scanning hard copies).
  - a. Name each PDF file following the naming convention set in Guide Specification 01 78 00 of the Design and Construction Handbook (DCH).

**END OF PR-25 PROJECT RECORD DOCUMENTS**

## **PR-26 AIRPORT OPERATIONAL READINESS (AOR) AND COMMISSIONING**

### **1. GENERAL**

- A. DESIGN-BUILDER shall collaborate with LAWA's Airport Operational Readiness (AOR) Management Team (AMT) throughout all stages of the Project to ensure that all relevant stakeholders are involved in the planning, design, preconstruction, construction, testing, activation, commissioning and turnover of the Project.
- B. DESIGN-BUILDER shall prepare and implement a detailed AOR & Commissioning Plan that facilitates a seamless turnover from DESIGN-BUILDER to LAWA as the project transitions from a concept into a construction-site into an operational facility. This includes but is not limited to; robust testing and activation plans, extensive demonstrations and training programs, and a comprehensive package of record documents, O&M manuals, spare parts & tools, warranties, etc.
- C. DESIGN-BUILDER shall be responsible for the installation, testing, adjusting, balancing, startup, commissioning, activation, and functional performance testing (through all sequences of operation) of the entire project. DESIGN-BUILDER shall certify that the facility is designed, built, and is functionally performing in accordance with the Contract.
- D. DESIGN-BUILDER shall identify each AOR & Commissioning activity and deliverable (described herein) in their Schedule of Values (SOV), which will be the basis of payment for completing this Work.

### **2. AOR & COMMISSIONING (Cx) PLAN**

- A. Airport Operational Readiness (AOR) is the concept of a seamless turnover of the Project from DESIGN-BUILDER to LAWA as the project transitions from a concept into a construction-site into an operational facility. It is a process of defining, managing, and integrating the facilities, systems, people and processes to a state of operational readiness.
- B. Commissioning (Cx) is a designed process of documentation, training, adjustment, testing, and verification to ensure that the finished facility operates properly as intended. DESIGN-BUILDER shall provide a completely commissioned facility with fully commissioned systems. Systems requiring commissioning include, but are not limited to, traffic monitoring systems, traffic management systems, dynamic messaging system (DMS), traffic reporting systems, Intelligent Transportation Systems (ITS), Closed Circuit Television (CCTV) systems, Automatic License Plate Reader (ALPR) systems, traffic signals, mechanical, electrical, plumbing, lighting, emergency power, storm drain, sanitary sewer, fire suppression, fire alarm, security, network communications, exterior building systems, conveyance equipment and monitoring, automated doors and all other systems that support the facility operations.
- C. DESIGN-BUILDER shall prepare and implement an AOR & Commissioning Plan (CxP). At a minimum, this shall include the following sections;
  - 1. Executive Summary
  - 2. AOR & Commissioning Team
  - 3. Quality Control & Inspection Program
  - 4. Systems Integration Program
  - 5. Testing & Activation Program
  - 6. Demonstration & Training Program

## 7. AOR Trials Program

- D. DESIGN-BUILDER shall develop the CxP to include the detailed descriptions of the AOR & Commissioning process, team roles and responsibilities, tests and demonstrations of all functional work items, AOR Trials, forms and templates, training processes, and a schedule for performing all AOR & Commissioning activities. The CxP shall be developed and submitted to LAWA in multiple stages, with each submission building upon the previous versions with increasing specificity, clarity, accuracy and comprehensiveness. The CxP shall be formally submitted to LAWA for review and approval in multiple stages as follows:
1. At Basis of Design (BOD): Outline Cx Plan
  2. At Schematic Design: Draft Cx Plan
  3. At Design Development: Detailed Cx Plan
  4. During Phase 2 (i.e. after GMP):
    - a. Monthly Reports on Cx Progress (PR-22)
    - b. Quarterly Updates to the Cx Plan
    - c. Final Draft Cx Report prior to Substantial Completion
    - d. Final Cx Report prior to Final Completion
- E. DESIGN-BUILDER shall provide a **Comment Log** with each CxP Submittal, including a written indication of where and how each previous comment from LAWA was addressed in the current CxP Submittal.
- F. Commissioning shall:
1. Verify that applicable equipment and systems are installed according to the Contract, 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 DESIGN-BUILDER and their subcontractors
  2. Verify and document proper performance and interface functionality of systems and equipment.
- G. Commissioning Team (CxT):
1. DESIGN-BUILDER shall provide a Lead Commissioning Coordinator (CxL) and Subcontractors Commissioning Coordinators (CxCs) qualified in each area or construction trade or specialty. CxCs shall report to DESIGN-BUILDER's CxL. The CxL shall communicate directly with LAWA on all commissioning issues, activities, etc. The CxCs shall review, track, verify and document that their specific systems are designed, installed, tested, and are functionally performing in accordance with the Contract, LA Green Building Code, LEED, and other sustainability requirements. The CxL shall oversee pre-functional and functional performance tests for each specific discipline. The CxL shall certify and submit documentation confirming the systems are complete and functionally performing as required.
  2. Each of DESIGN-BUILDER's Commissioning Coordinators shall have a minimum of ten years of experience in commissioning and minimum five years of experience in start-up of similar systems, and shall require prior approval by LAWA. DESIGN-BUILDER shall develop and maintain an organizational chart showing the various Commissioning Teams and the associated members from all parties.
  3. DESIGN-BUILDER's Systems Integrator shall be responsible for researching and

understanding the existing LAWA systems, participating in the design process and ensuring all systems integration is performed properly as part of the commissioning process.

4. DESIGN-BUILDER's Lead Designer shall coordinate with the CxL and all CxCs to integrate commissioning requirements into their drawings and technical specifications, and ensure that all systems and equipment are provided, installed, and commissioned in accordance the Contract.

### **3. COMMISSIONING ACTIVITIES**

- A. DESIGN-BUILDER and its Subcontractors responsible for system and equipment installation shall assign representatives with expertise and authority to act on their behalf to participate in - and perform - commissioning related activities including, but not limited to participating in meetings, planning, scheduling, testing, demonstrations & training, etc.
- B. DESIGN-BUILDER shall develop a commissioning plan (CxP) which outlines the activities that shall be included in the project schedule and Schedule of Values (SOV), subject to review and approval by LAWA. The following narrative provides a brief overview of typical commissioning tasks during construction.
  1. Commissioning team meetings will be required throughout the project's design, construction and closeout, scheduled and documented by DESIGN-BUILDER with necessary parties attending to plan, scope, coordinate, schedule future activities, and resolve problems.
  2. The startup or prefunctional checklists and backup documentation shall be generated, organized, and approved by the CxL, before being submitted for review and approval by LAWA. The checklists shall be completed by DESIGN-BUILDER before and during the startup process.
  3. Prefunctional checklists, startup shall be completed before functional performance testing begins
  4. DESIGN-BUILDER's CxL shall ensure that the subcontractors' prefunctional checklists are executed and documented and that startup and initial checkout are performed. The CxL shall verify that the Testing & Balancing (TAB), construction checklists and startup were completed in accordance with the approved commissioning plans. This includes witnessing all startup of selected equipment. Any testing failure shall be corrected at no additional cost to LAWA, and a re-test shall be performed, observed, and documented.
  5. The Functional Performance Testing process shall be managed by the CxL in coordination with the CxM. DESIGN-BUILDER's subcontractors performing the installations shall submit functional performance test plans for all systems and equipment being installed to the CxL. The plans shall include all necessary test forms to demonstrate that the installation meets the requirements of the contract 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.
  6. All support equipment and materials required to execute and complete the commissioning process shall be provided by DESIGN-BUILDER and its subcontractors.
  7. The CxL shall review, organize, and submit the Operational and Maintenance (O&M) Manuals to the Designer of Record (DOR) and LAWA for review and approval.
  8. Commissioning shall be completed before Substantial Completion and in accordance with

the CxP.

9. DESIGN-BUILDER shall provide a Demonstration & Training Program as described herein.
10. Deferred testing shall be conducted as specified or required, and shall be identified in the Commissioning Plan and Schedule.

#### **4. COMMISSIONING GOALS**

A. DESIGN-BUILDER shall develop a Commissioning Plan that describes the overall Commissioning process, and the roles and responsibilities for all parties throughout all stages of the project (design, construction, commissioning, warranty period, etc.).

1. The goals of the commissioning tasks during the design of the project include but are not limited to:
  - a. Develop & maintain DESIGN-BUILDER's Cx Plan
  - b. Incorporate the Cx Plan directly into DESIGN-BUILDER's Design Documents
  - c. Engage the proper representatives of the AMT to develop a working relationship, set lines of communication and coordinate meeting schedules.
2. The goals of the commissioning tasks during Construction of the project include but are not limited to the following:
  - a. Maintain & implement the Cx Plan.
  - b. Develop and maintain DESIGN-BUILDER's Subcontractor's Cx Plans, and integrate them into DESIGN-BUILDER's Cx Plan.
  - c. Review, comment and approve commissioning-related submittals.
  - d. Schedule, plan and implement verification testing in support of the Quality Control and Quality Assurance efforts, and Closeout and Acceptance processes.
  - e. Schedule, plan and implement DESIGN-BUILDER's Demonstration & Training Program.
  - f. Verify that all systems to be commissioned are installed in accordance with the Cx Plan and Contract Documents. If discrepancies are found, document on the Cx Issues Log, and identify mitigation measures for CxM review.
  - g. Modify, review and approve commissioning, training and closeout plans and schedules as required.
  - h. Maintain communication and coordination of scheduled commissioning activities with the AMT.
3. The goals of the commissioning tasks during the Acceptance phase of the project include but are not limited to the following:
  - a. Verify that all systems and equipment to be commissioned are installed and operate in accordance with the Cx Plan and Contract Documents.
  - b. Provide LAWA Operations and Maintenance staff, and other Stakeholders the required technical, operations, maintenance and warranty documentation.
  - c. Schedule, plan and implement DESIGN-BUILDER's Demonstration & Training



Program.

- d. Demonstrate to LAWA's AMT that all commissioned systems and training have been performed satisfactorily.
- e. Document the commissioning process for future reference and use by LAWA O&M Staff and other stakeholders. The Commissioning Report shall include but not be limited to:
  - 1) Introduction
  - 2) Executive Summary
  - 3) Commissioning Plans
  - 4) Project Requirements / Basis of Design
  - 5) Commissioning Specification
  - 6) O&M Training Records
  - 7) Functional Performance Test Reports
  - 8) Issues Log
  - 9) Commissioning Coordination Meeting Notes
  - 10) DESIGN-BUILDER's and Subcontractors' Test Reports
  - 11) Prefunctional Checklists
  - 12) Blank Functional Test Procedures for retesting by the LAWA
- 4. The goals of the commissioning tasks during the Warranty Period of the project include but not limited to the following:
  - a. Revision/completion of the Cx Plan to reflect actual final system configurations and intended operation.
  - b. Review of functional performance of systems commissioned to determine their level of performance 10 months after final acceptance, against the criteria and performance parameters established in the Cx Plan and Contract Documents and documented during Functional Performance testing.

## **5. AOR & COMMISSIONING MEETINGS**

### **A. AOR & Commissioning Kickoff Meeting**

- 1. DESIGN-BUILDER's CxL shall coordinate with LAWA's AMT and CxM to schedule, plan and conduct a Kickoff meeting for the AOR & Commissioning Teams. The intent of this meeting is to introduce the key players of the AMT and commissioning team, and develop a go-forward process.

### **B. AOR & Commissioning Meetings and Coordination**

- 1. DESIGN-BUILDER's CxL shall coordinate with the LAWA's AMT and CxM to schedule, plan and conduct AMT and Cx Team Coordination Meetings throughout all stages of the Project. The AMT and Cx Team Coordination meetings shall be planned, conducted and documented by DESIGN-BUILDER as construction progresses. These meetings shall include but are not limited to coordination, scheduling, progress, deficiency and conflict resolution, and planning issues.

2. DESIGN-BUILDER shall attend AOR & Commissioning Planning and Coordination work sessions during Design. The AOR & Cx Planning and Coordination meetings are intended to review the CxP and resolve issues of equipment and systems identified as requiring commissioning during Design. These meetings may include but are not limited to:
  - a. Mechanical, Electrical and Plumbing (MEP)
  - b. Life Safety and Fire Protection
  - c. Special Systems, such as WiFi, PA, Back Bone and Horizontal Cabling
  - d. Access Control and Alarm Monitoring System (ACAMS) and Video Surveillance (VSS)
  - e. Vertical Transportation and other Conveyance Systems
3. DESIGN-BUILDER shall conduct pretest meetings 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. DESIGN-BUILDER shall coordinate sequence of testing activities weekly to accommodate required quality-assurance and quality-control services.
5. DESIGN-BUILDER shall provide AOR & Commissioning Meeting Minutes and Reports to LAWA within 5 days of meeting.

## 6. SYSTEMS AND EQUIPMENT TO BE COMMISSIONED

- A. The systems and equipment to be commissioned shall be identified by DESIGN-BUILDER and verified by DESIGN-BUILDER's Lead Designer with the assistance of LAWA and the CxM during the design of the project. Systems that will require commissioning may include but are not limited to, traffic monitoring systems, traffic management systems, dynamic messaging system (DMS), traffic reporting systems, Intelligent Transportation Systems (ITS), Closed Circuit Television (CCTV) systems, Automatic License Plate Reader (ALPR) systems, traffic signals, Exterior Enclosure, Mechanical, Electrical and Plumbing (MEP), Life Safety and Fire Protection, Special Systems, such as WiFi, PA, Back Bone and Horizontal Cabling, Access Control and Alarm Monitoring System (ACAMS) and Video Surveillance (VSS), Vertical Transportation and other conveyance systems (escalators, moving walkways, etc.).
  1. The equipment matrix shall be formatted as a computerized spreadsheet with capability for printing of various data columns (ranges) to meet documentation requirements at various points of construction and for different purposes as required by the various technical sections of the Contract Documents. The matrix shall be submitted as part of the Commissioning Plan for review. The electronic database program shall be used for all commissioning activities.
  2. The matrix shall identify all operable devices and equipment to be provided, which 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 mechanical, electrical, life safety, low voltage special 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 equipment matrix as part of the CxP and any subsequent updates to the matrix that requires LAWA's review for approval, the final equipment matrix for each device or systems is to be provided as an attachment to DESIGN-BUILDER's request/notice for check out or startup of equipment or systems

## **7. TEST EQUIPMENT**

1. All standard testing equipment requiring initial checkout, startup and functional performance testing shall be provided by DESIGN-BUILDER and its Subcontractors 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 DESIGN-BUILDER 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: Temperature sensors and digital thermometers shall have a certified calibration within the past year to an accuracy of 0.5 degree F and resolution of +/- 0.1 degree F. Pressure sensors shall have an accuracy of +/- 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.

## **8. PROJECT SCHEDULE**

- A. DESIGN-BUILDER shall identify each Commissioning activity and deliverable (described herein) in their Project Schedule Submittals (Baseline Schedule, Monthly Schedule Updates, etc.) as described in PR-04.

## **9. PRIOR TO STARTUP**

- A. Prior to equipment/system start-up, the following conditions will be required:
  1. Provide to LAWA for review and approval a comprehensive start up plan from DESIGN-BUILDER and Subcontractors 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 3 work day notification in writing to LAWA and the CxM that start-up is pending. Start-up procedures shall be witnessed by the Designer of Record, and may be witnessed by LAWA, LAWA's Consultants, and the CxM at LAWA's discretion.
5. All required field testing has been completed and testing forms approved by CxL, DESIGN-BUILDER's Lead Designer and the CxM.

## **10. STARTUP, SYSTEM READINESS CHECKLISTS, AND INITIAL CHECKOUT**

- A. DESIGN-BUILDER or its subcontractors shall not energize or activate any building system in final use until the following conditions have been met:
  1. 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. 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. 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. 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. DESIGN-BUILDER has provided the CxM, LAWA and DESIGN-BUILDER's Lead Designer with a written three (3) working day notice of intent to start-up the system for operational check-out. The completed commissioning System Readiness Checklist, shall accompany the "Equipment or System Startup Request for Inspection Form" to be used for this notification.
  6. DESIGN-BUILDER shall execute start-up under supervision of responsible manufacturer's representative in accordance with manufacturer's instructions and specification requirements if applicable.
  7. 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 and DESIGN-BUILDER's Lead Designer. All building systems shall be operational, and shall have been successfully inspected by LAWA prior to DESIGN-BUILDER requesting Substantial Completion inspections.

## **11. SUBSTANTIATING SYSTEM READINESS**

- A. DESIGN-BUILDER shall submit their System Readiness Checklist to LAWA for review.

- B. DESIGN-BUILDER is responsible for each piece of equipment or system to be commissioned, and shall complete each item on the Checklist as the equipment/system installation is completed. Upon completion, DESIGN-BUILDER shall provide the completed System Readiness Checklists to LAWA.
- C. As the individual System Readiness Checklists are completed and forwarded to DESIGN-BUILDER, their Commissioning Coordinator will review the completed checklists with the associated Installer and verify that all items have been properly completed. When verification is complete, the Commissioning Coordinator will sign-off on the checklist and provide the verified forms to DESIGN-BUILDER's Lead Designer for review and approval, and then provide them to LAWA.
- D. The CxL will manage the System Readiness Checklist status to insure all the required forms are completed.
- E. The CxL will maintain a file of all completed System Readiness Checklists for use during the Functional Performance Testing of the associated equipment/system and for inclusion in the Final Commissioning Report.

## **12. FUNCTIONAL PERFORMANCE TESTING**

- A. DESIGN-BUILDER shall develop and issue Functional Performance Test Procedures for each piece of equipment or system to be commissioned. DESIGN-BUILDER shall perform the Functional Performance Test Procedures observed by LAWA and DESIGN-BUILDER's Commissioning Coordinator.
- B. DESIGN-BUILDER shall provide personnel and equipment to perform the Functional Performance Test Procedures. This includes any Specialty subcontractors (TAB CM, Controls CM, Manufacturers Reps, Vendors, Consultants, etc) as required by the CxM and DESIGN-BUILDER's Cx Coordinator.
- C. The following requirements must be met before the Functional Performance Test Process will begin:
  - 1. All equipment/systems to be commissioned have had start-up procedures completed.
  - 2. System Readiness Checklists and Test Reports are completed, signed and submitted to DESIGN-BUILDER's Lead Designer 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 experience in the technical aspects of each system to be commissioned 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 project was permitted. When a system is accepted, the CxM 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. The 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.

### **13. DEFERRED TESTING**

- A. 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.

### **14. SUBMITTALS**

- A. DESIGN-BUILDER shall submit each CxC and CxL 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 commissioning project performed by the proposed CxL
  - 11. Submitted project shall be similar in commissioning scope and complexity
  - 12. Include test procedures developed by proposed CxL
- B. Test Checklists and Report Forms: CxL shall provide sample checklists and forms to DESIGN-BUILDER's Quality-Control Manager, CxT, and subcontractors for review and comment.
- C. DESIGN-BUILDER shall provide Commissioning Plans, Commissioning Reportd, and other Commissioning Submittals to LAWA for review and approval. DESIGN-BUILDER shall indicate which submittals are "Commissioning Related" within their Submittals Schedule (PR-09).

### **15. REPORTING AND DOCUMENTATION**

- A. Certificate of Readiness: Certificate of Readiness shall be signed by DESIGN-BUILDER, subcontractor(s) performing the installation, vendor(s), and CxL certifying that systems,

subsystems, equipment, and associated controls are ready for testing. Completed test checklists signed by the responsible parties shall accompany this certificate.

- B. Test and Inspection Reports: CxL shall record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application shall be included with data. CxL shall compile test and inspection reports and test and inspection certificates and submit to LAWA for review and approval.
- C. Corrective Action Documents: CxL 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.
- D. Issues Log and Report: CxL shall prepare and maintain an electronic (Microsoft excel compatible) issues log that describes design, installation, and performance issues that are at variance with the Contract. Identify and track issues as they are encountered, documenting the status of unresolved and resolved issues

1. Creating an Issues Log Entry

- a. Identify the issue with unique numeric or alphanumeric identifier by which the issue may be tracked.
- b. Assign a descriptive title, date and time of the issue, and person documenting issue for tracking.
- c. Identify test number of test being performed at the time of the observation, if applicable, for cross-reference.
- d. Identify system, subsystem, and equipment, and location to which the issue applies.
- e. 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/deviations from the Cx Plan and/or Contract 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, and at each CxT meeting, CxL shall submit a written narrative for CxM review of outstanding issues and a status update of the issues log. At a minimum, CxL 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 commissioning team member assigned responsibility for resolution.



- d. Expected date of correction
- E. Commissioning Report: CxL shall submit to LAWA results of the commissioning process including unresolved issues and performance of systems, subsystems, and equipment to for CxM review. The commissioning report shall indicate whether systems, subsystems, and equipment have been completed and are performing according to Cx Plan and Contract. The commissioning report shall include, but is not limited to, the following:
  - 1. Lists and explanations of substitutions; compromises; variances from the Cx Plan and/or Contract; record of conditions; and, if appropriate, recommendations for resolution. This report shall be used to evaluate systems, subsystems, and equipment, and shall serve as a future reference document during LAWA's occupancy and operation. It shall describe components and performance that exceed requirements of the Cx Plan and/or Contract, and those that do not meet requirements of the Cx Plan and/or Contract. It may also include a recommendation for accepting or rejecting systems, subsystems, and equipment.
  - 2. Cx Plan documentation
  - 3. Testing plans and reports
  - 4. Corrective modification documentation
  - 5. Issues log
  - 6. Completed test checklists
  - 7. Listing of off-season test(s) not performed and a schedule for their completion
- F. Product Failure (Due to Manufacturer Defect)
  - 1. If 10% (or three, whichever is greater) of identical pieces of equipment fail to perform to the Contract Documents (mechanically or substantively) 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, DESIGN-BUILDER shall provide LAWA with the following:
    - a. Within one week of notification from LAWA, 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 weeks of the original notice.
    - b. Within two weeks of the original notification, 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 Installing.
    - c. LAWA will determine whether a replacement of all identical units or a repair is acceptable.
    - d. Two examples, where applicable, of the proposed solution shall be installed by DESIGN-BUILDER, and LAWA shall be allowed to test the installation for up to one week, at which time LAWA will decide whether to accept the solution or not.
    - e. Upon acceptance, 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.

## **16. DEMONSTRATION & TRAINING PROGRAM**

- A. DESIGN-BUILDER shall prepare and implement a comprehensive Demonstration & Training program for LAWA's operations & maintenance staff and associated Stakeholders.
- B. DESIGN-BUILDER shall include their Demonstration & Training Program in each of their Cx Plan submittals for LAWA's review and approval. This includes, but is not limited to, the proposed schedule, duration, location, subjects, instructor, content, number of sessions, allowable number of attendees at each session, etc. for each Demonstration and Training session. Upon review, LAWA may schedule a Training Preparation Conference with DESIGN-BUILDER to address any questions or concerns prior to approval and/or implementation.
- C. DESIGN-BUILDER shall provide agendas, training manuals, sign-in sheets, presentations, instructional videos, and all other handouts and/or reference materials at least 14 days prior to each Demonstration and/or Training, and shall provide the completed Demonstration & Training materials in an organized Final Submittal at least three weeks prior to requesting Substantial Completion.
- D. All Demonstration & Training sessions will be monitored by LAWA. Any session or portion thereof deemed unsatisfactory, based on evaluation of the session, shall be adjusted and repeated by DESIGN-BUILDER at no additional cost to LAWA.
- E. 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.
- F. DESIGN-BUILDER shall provide Demonstrations for products, systems, and equipment, including Startup, Shutdown, Normal Operation, Emergency Operations, Noise & Vibration Adjustments, Safety Procedures, Economy & Efficiency Adjustments, Effective Energy-Utilization, Seasonal Adjustment & Operation, Routine Service & Maintenance, Troubleshooting, etc.
- G. DESIGN-BUILDER shall provide Operations & Maintenance (O&M) Trainings, which include the function, adjustment, repair, and replacement of all components related to the trainee's trade. Safety aspects shall also be stressed. The training shall include, but not be limited to:
  - 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 as needed.
  - 7. No O&M Training shall be permitted on any piece of equipment that has not been properly installed & tested.
- H. DESIGN-BUILDER shall provide Vendor Training for the operation and maintenance of all major equipment and subsystems for the designated end-users. The Vendor training shall be led by qualified instructors of the equipment manufacturers, approved by LAWA, and may

include both on and off-site training venues. Generally, manufacturer sales representatives will not be acceptable.

1. All Vendor Training shall address routine operational and preventive maintenance, safety considerations, responses to abnormalities and startup, shutdown, and troubleshooting.
  2. Classroom Vendor Training shall be structured to develop a basic understanding of the design, function, and capabilities of the equipment and the interrelationship with the process.
  3. Field Vendor Training shall be scheduled to commence immediately following the classroom training and shall stress hands-on, performance-based application of the classroom training. Equipment shall be started and relevant systems and components shall be demonstrated.
- I. DESIGN-BUILDER shall identify additional specific trainings required in their technical specifications. Additional hands-on training shall be provided, as requested by LAWA.
  - J. DESIGN-BUILDER shall provide "Familiarization Tours" of the jobsite throughout construction as required by LAWA's AMT to ensure that LAWA can adequately prepare for AOR & Commissioning Activities.
  - K. DESIGN-BUILDER shall be responsible for coordinating the schedule, content and duration of training programs with LAWA.

## **17. AOR TRIALS**

- A. LAWA's AMT will work collaboratively with DESIGN-BUILDER to create "Trial Scripts" for implementation. These will be operational "trials" for services/functions to be performed by the facility's operations & maintenance team.
- B. DESIGN-BUILDER shall provide resources (barricades, lighting, power, drawings, staff, etc.) to plan for and support these Trials, as identified in the GMP and/or by Task Order.
- C. DESIGN-BUILDER shall participate in pre-Trial, Trial, and post-Trial debriefs, as identified in the GMP and/or by Task Order.

## **END OF PR-26 AIRPORT OPERATIONAL READINESS (AOR) AND COMMISSIONING**

## **PR- 27 PROJECT CLOSEOUT**

### **1. GENERAL**

- A. DESIGN-BUILDER shall produce and submit a Closeout Plan for review and approved by LAWA. The plan shall incorporate the minimum requirements specified herein.
- B. DESIGN-BUILDER shall identify each Closeout activity and deliverable (described herein) in their Schedule of Values (SOV), which will be the basis of payment for completing this Work.

### **2. PRE-SUBSTANTIAL COMPLETION WORK**

- C. 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 submitting a Request for Inspection for Substantial Completion.
- D. All Work of the contract shall be substantially completed in conformance with the Contract Documents and inspected and verified by DESIGN-BUILDER's Quality Control Manager.
- E. Operating building systems and equipment must have been taken through start-up and sequence of operations procedures per the Commissioning Plan as required in the Commissioning Project Requirements.
- F. DESIGN-BUILDER shall submit maintenance and operations manuals for preliminary review prior to submitting their Request for Inspection for Substantial Completion.
- G. Testing and balancing of mechanical systems and testing of electrical, alarm and communications systems must be complete.
- H. Certification of Life Safety systems and equipment must be complete.
- I. Each unit of the Conveyance Systems must be inspected, tested and certified.
- J. DESIGN-BUILDER shall submit a notice of Request for Inspection for Substantial Completion.
- K. All operating systems must have been maintained by DESIGN-BUILDER in continuous operation for a minimum of two weeks in accordance with the Commissioning Plan and as required in the Commissioning Project Requirements.
- L. DESIGN-BUILDER shall have obtained at least a Temporary Certificate of Occupancy from Los Angeles Department of Building and Safety (LADBS).
- M. DESIGN-BUILDER shall remove uninstalled building materials and tools from the building and project site to the designated staging area and the building shall be broom cleaned.
- N. DESIGN-BUILDER shall remove construction mock-ups from the project site.
- O. DESIGN-BUILDER shall ensure all training of LAWA operations and maintenance personnel have been completed in accordance with the Contract prior to turning over any portion of the Work under any condition.
  - 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 prior to beneficial use or Substantial Completion and in

accordance with DESIGN-BUILDER's approved Commissioning Plan, Closeout Plan and schedule.

### **3. SUBSTANTIAL COMPLETION**

- A. When DESIGN-BUILDER considers that the Work is substantially complete and has completed all quality control tests and inspections, 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 Request for Inspection for Substantial Completion.
- B. DESIGN-BUILDER shall include with its Request for Inspection for Substantial Completion a list of minor items (DESIGN-BUILDER's punchlist) to be completed or corrected that would not affect beneficial use. This list shall be generated by DESIGN-BUILDER using LAWA's closeout software and shall ensure completion of the Work necessary to accomplish Substantial Completion prior to scheduling the Inspection for Substantial Completion. 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 Inspection for Substantial Completion.
- C. 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. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, unless otherwise acceptable to LAWA.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. 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 Air Quality Management District (AQMD) and State Water Resources Control Board (SWRCB) and other areas as required. Also refer to the Project Requirements for Environmental Mitigation and Special Construction.
- 2) Cleaning: 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) DESIGN-BUILDER shall complete the following cleaning operations before submitting a Request for Inspection for Substantial Completion:
  - 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 and interior 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) Clean floors made of tile, VCT, stone or epoxy in accordance with the manufacturers recommendations.
  - i) Sweep concrete floors broom clean in unoccupied spaces.
  - j) Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - k) 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.
  - l) Remove labels that are not permanent.

- m) 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.
- n) Remove paint over "UL" and similar labels, including mechanical and electrical nameplates. Replace label if damaged from cleaning.
- o) Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- p) Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- q) Replace disposable air filters and install clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grilles.
- r) Clean ducts, blowers, and coils.
- s) Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- t) Leave Project clean and ready for use.

#### **4. SUBSTANTIAL COMPLETION INSPECTION**

- A. Upon receipt of DESIGN-BUILDER's Request for Inspection for Substantial Completion, LAWA will either proceed with the inspection or advise DESIGN-BUILDER of unfulfilled requirements.
- B. When the project is deemed ready for the Inspection for Substantial Completion, LAWA will inspect the completed Work and generate a new punchlist of incomplete items and items requiring correction.
- C. If the Inspection yields only minor items requiring completion or correction, LAWA will issue a Notice of Substantial Completion along with the new punchlist of incomplete items and items requiring correction. Otherwise, LAWA will notify DESIGN-BUILDER of significant items identified by LAWA that must be completed or corrected before the Notice of Substantial Completion will be issued.
- D. DESIGN-BUILDER shall immediately begin correction and completion of the items contained on LAWA's punchlist. When completed, 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.
- E. 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 Notice of Substantial Completion. However, if LAWA's verification reveals that a substantial number of items remain to be completed or corrected, 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.
- F. A Notice of Substantial Completion shall not be issued until LAWA receives evidence of satisfactory completion of Commissioning requirements specified in the Commissioning Project Requirements.



## 5. PARTIAL OCCUPANCY AND USE

- A. 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 DESIGN-BUILDER and LAWA. Based upon such inspection, LAWA will attempt to list all incomplete Work items observed, and shall provide DESIGN-BUILDER with such list. However, the absence of an item from the list shall not relieve DESIGN-BUILDER of responsibility to perform all of the Work. Any and all areas so occupied will be subject to a final inspection when DESIGN-BUILDER complies with the Final Inspection requirements.
- B. At the time of such inspection, the parties shall also negotiate the responsibilities of LAWA and 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.

## 6. In the event 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, 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 time of occupancy. **FINAL COMPLETION**

- A. Upon receipt of a Notice of Substantial Completion, DESIGN-BUILDER shall complete any punch list items remaining. Upon completion, DESIGN-BUILDER shall notify LAWA and submit a Request for Final Inspection of the Work.
- B. DESIGN-BUILDER shall perform, record and submit all final meter readings for utilities, measure and record all stored fuel levels, and gather and provide all other similar data required.
- C. DESIGN-BUILDER shall submit organized hard-copies and electronic copies of all record documents (Record Drawings, BIM Model, Record Specifications, O&M Manuals, Warranties, etc.) in accordance with **PR-25**.
- D. DESIGN-BUILDER shall submit organized final copies of their testing & commissioning documents, quality control documents, project photographs and videos (**PR-24**), damage or settlement surveys (as required), property survey documents, and similar final record information.
- E. DESIGN-BUILDER shall submit specific approved warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
- F. DESIGN-BUILDER shall submit releases required from any authority having jurisdiction and/or utility owner over unrestricted use of the Work including access to services, utilities, operating permits, occupancy permits, etc. as may apply.
- G. DESIGN-BUILDER shall submit final "Approved" submittals and shop drawings.
- H. DESIGN-BUILDER shall deliver all closeout documents specified in this PR using LAWA's preferred software for closeout. All documents shall be organized and named following Guide Specification 01 78 00 in the LAWA Design and Construction Handbook (DCH).
- I. DESIGN-BUILDER shall deliver tools, spare parts, extra stock and similar items as required by the Contract Documents to LAWA.
- J. DESIGN-BUILDER shall deliver miscellaneous equipment, cabinets, panels, keys, etc. to LAWA.

- K. DESIGN-BUILDER shall request changeover of any remaining insurance coverage to LAWA as required for continuing coverage of the Work for the project.
- L. DESIGN-BUILDER shall deliver inventory of all items purchased by LAWA under the project.
- M. DESIGN-BUILDER shall provide additional cleaning associated with the performance of punch list work, warranty work, demobilization and any other activity performed by DESIGN-BUILDER after Final Cleaning.
- N. DESIGN-BUILDER shall discontinue and/or relocate their temporary facilities (except any construction offices as agreed upon by LAWA), and provide final construction trailer meter readings.
- O. DESIGN-BUILDER shall engage an experienced, licensed exterminator to make a final inspection and rid the Project Site of rodents, insects, and other pests. Prepare a report and submit to LAWA.
- P. 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.
- Q. DESIGN-BUILDER shall replace parts subject to unusual operating conditions.
- R. 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.
- S. DESIGN-BUILDER shall confirm by snaking or CCTV camera that the new and existing underground sanitary and storm drain pipes are clean of construction debris up to their points of connection at the extents of the Project Site.

#### **FINAL ACCEPTANCE**

- A. Upon receipt of a Request for Inspection for Final Completion, LAWA will verify that all punchlist items are complete, all Record Documents / Warranties / Spare Parts & Tools have been provided, and all Contract requirements have been fulfilled to the satisfaction of LAWA.
- B. Upon verification by LAWA of satisfactory completion of all Contract requirements (except those associated with the Final Application for Payment and Retention-Release), LAWA will issue a Letter of Final Acceptance.
- C. LAWA will file the Notice of Final Completion and Acceptance of a Public Works Project with the County Recorder's Office.

#### **8. RELEASE OF RETENTION**

- A. DESIGN-BUILDER shall submit a final Application for Payment according to the Contract's Payment Procedures.
- B. DESIGN-BUILDER shall provide final release on contract.
- C. DESIGN-BUILDER shall fill out LAWA's Retention Release Checklist and work with LAWA on a process to complete the Retention Release Checklists using LAWA's Closeout system. Such process shall be outlined in the Closeout Plan.
- D. DESIGN-BUILDER shall submit a certified copy of LAWA's Substantial Completion

inspection list, demonstrating that all items have been completed or corrected, endorsed and dated by LAWA. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

- E. DESIGN-BUILDER shall submit evidence of final, continuing insurance coverage complying with insurance requirements.
- F. DESIGN-BUILDER shall submit pest-control final inspection report and warranty.
- G. DESIGN-BUILDER shall submit the Application for Retention Release including consent of surety to release retention.

**END PR-27 PROJECT CLOSEOUT**

# **Exhibit E:**

## **Special Conditions**



## DESIGN BID BUILD SPECIAL CONDITIONS

### TABLE OF CONTENTS

Section No.	Specification Title
SC-1	Changes to the General Conditions
	GC-3, CONTRACTING DEFINITIONS
	GC-12, AUTHORITY OF THE BOARD AND LAWA
	GC-14, OWNERSHIP AND USE OF CONTRACT WORK PRODUCTS
	GC-15, WORK FORCE
	GC-16, COORDINATION
	GC-18, MATERIAL AND WORKMANSHIP
	GC-22, PROJECT SITE INVESTIGATION
	GC-24, PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS
	GC-25, ADA COMPLIANCE
	GC-28, CITY HELD HARMLESS
	GC-29, PATENT FEES OR ROYAL TIES
	GC-32, COMPLIANCE WITH APPLICABLE LAWS



Section No.	Specification Title
	GC-46, LIQUIDATED DAMAGES
	GC-48, SUBSTANTIAL COMPLETION
	GC-52, PAYMENT PROCEDURES
	GC-56, DIFFERING PROJECT SITE CONDITIONS
	GC-61, PRICING OF CHANGES
	GC-63, CLAIMS
	GC-66, WARRANTIES
	GC-73, INSURANCE
SC-2	Percentage of Work Performed by the Contractor
SC-3	Valid California Contractors Licenses
SC-4	Appendices to the Contract
SC-5	Project Labor Agreement (PLA)

**END OF DESIGN BID BUILD SPECIAL CONDITIONS TABLE OF CONTENTS**



## **CONTRACT SPECIAL CONDITIONS**

### **SC- 1 CHANGES TO THE GENERAL CONDITIONS**

#### **MODIFY GC-3, CONTRACTING DEFINITIONS**

Section C. Definitions, is hereby modified to add the following changes:

Pre-Construction Service: includes, but are not limited to, developing design, preliminary planning, preliminary engineering, developing schedules, budgets, existing site condition analysis, building information modeling, constructability analysis, developing and coordinating a construction schedule.

- Planning the design
- Estimating costs and offering cost-saving options
- Managing project scope
- Identifying potential issues & outlining solutions
- Determine any options for value engineering
- Site selection and study feasibility
- Evaluating soil condition on site
- Checking existing utilities
- Determining equipment required
- Check for green building options and viability
- Life-cycle analysis
- Outlining contingencies for both client and contractor
- Jobsite office location
- Material Testing
- Potholing
- Barricades associated with preconstruction activities

#### **MODIFY GC-12, AUTHORITY OF THE BOARD AND LAWA**

Section C is hereby modified from:

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.

To:

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, *unless the contract has been amended by Change Order or Contract Amendment.*

#### **MODIFY GC-14, OWNERSHIP AND USE OF CONTRACT WORK PRODUCTS**

Section E. Non-Infringement Warranty is hereby modified from:



- 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.

To:

- E. Non-Infringement. Design/Builder hereby represents 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.

**MODIFY GC-15, WORK FORCE**

Section C. Key Personnel is hereby modified from:

- 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.

To:

- 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. 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.

**MODIFY GC-16, COORDINATION**

Section B, item 2 is hereby modified from:

2. LAWA shall provide its own forces to assist coordinate with the Design Builder and 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.

To:

2. LAWA shall provide its own forces to *coordinate* with the Design Builder and 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.

Section B, item 3, first sentence is hereby modified from:

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

To:

3. The Design/Builder shall plan and coordinate its work *and connect* 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

#### **MODIFY GC-18, MATERIAL AND WORKMANSHIP**

The title of GC-18 is hereby modified to remove the word "Design".

Section D is hereby modified from:

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.

To:

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.

#### **MODIFY GC-22, PROJECT SITE INVESTIGATION**

Section A is hereby modified from:

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.

To:

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 *as described in Design/Builder's scope obligations*. The Design/Builder shall verify all dimensions in the field and shall check field conditions continuously during construction.

#### **MODIFY GC-24, PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

Section D is hereby modified from:

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.

To:

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.

#### **MODIFY GC-25, ADA COMPLIANCE**

Section B is hereby modified from:

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.

To:



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.

#### **MODIFY GC-28, CITY HELD HARMLESS**

Section B is hereby modified from:

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.

To:

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 *unless such end product was specified by the City*. 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.

#### **MODIFY GC-29, PATENT FEES OR ROYAL TIES**

Section D, first paragraph is hereby modified from:

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.

To:

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 promptly.

### **MODIFY GC-32, COMPLIANCE WITH APPLICABLE LAWS**

Section B is hereby modified from:

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.

To:

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.

### **MODIFY GC-46, LIQUIDATED DAMAGES**

Section A is hereby modified from:

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.

To:

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. *Such Liquidated Damages shall be the City's sole and exclusive remedy for Design Builder's Delay.*

Add the following:

Failure of the Contractor 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 Contractor 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.

Component of Work	Amount
West Plaza	\$ TBD / Day
Center Plaza	\$ TBD / Day
East Plaza	\$ TBD / Day
Economy Parking Plaza	\$TBD / Day





PR-18, Item No. 20.C	\$ TBD / Day
PR-18, Item No. 20.D	\$ TBD / Day
	\$\$\$ / Day
	\$\$\$ / Day
	\$\$\$ / Day

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.

#### **MODIFY GC-48, SUBSTANTIAL COMPLETION**

Section E is hereby modified from:

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.

To:

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.

#### **MODIFY GC-52, PAYMENT PROCEDURES**

Section L is hereby modified from:

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.

To:

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 *applicable* 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.

**MODIFY GC-56, DIFFERING PROJECT SITE CONDITIONS**

Section A and B are hereby modified from:

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.

To:

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
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 *consistent with its scope obligations and GC-22.A above, but would have instead required an intrusive inspection of the Project Site beyond the contemplation of the parties*, and such conditions cause an impact to the Contract pricing, or Work Completion Time, LAWA may issue a Change Directive.

## **MODIFY GC-61, PRICING OF CHANGES**

Section A.1.c.1 Schedule of Values is hereby modified from:

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.

To:

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 *Task Orders*, change orders or GMP revisions.

Section A.4.a and A.4.b are hereby modified from:

- 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.
    - 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
  - 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 (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.

To:

- a. Design/Builder's Overhead and Profit
  - 2) 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.
  - d) Calculate *fifteen percent (15%)* overhead and profit *for any self-performed* work by 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.
  - e) *Apply the approved Design/Builder fee* 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.
  - f) *Apply the approved Design/Builder fee* 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
  - 3) 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.
  - 4) Multi-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 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.

#### **MODIFY GC-63, CLAIMS**

Section D is hereby modified from:

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.*

To:

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 *representative* 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 representative 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.*

#### **MODIFY GC-66, WARRANTIES**

Section A is hereby modified from:

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.

To:

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 *one (1) year* after the date of the Substantial Completion of the Work by LAWA. 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.

Section H and Section I are hereby modified from:

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, *and* 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.

To:

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 *one (1) year* 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, *and* 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 *Beneficial Occupancy* of all work required by the Contract is *Substantially Complete*. 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. 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.

#### **MODIFY GC-73, INSURANCE**

Section I is hereby modified from:

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.

To:

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.

Section K and Section L are hereby from:

K. Design/Builder shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), 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.

To:

K. Design/Builder shall provide proof of all specified insurance and related requirements to City either 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, *upon issuance of a LAWA directed Change Order*. City reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

## **SC-2 PERCENTAGE OF WORK PERFORMED BY THE CONTRACTOR**

The Contractor shall perform, with its own organization, Contract work amounting to at least thirty-five percent (35%) of the Contract price. The subcontracting of any portion of the Work shall not relieve the Contractor of its responsibilities under the Contract. General provisions, profit, bonds, supervision, etc., shall not be included in the percentage of work to be completed by the Contractor.

## **SC-3 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.

#### SC- 4 APPENDICES TO THE CONTRACT

The following appendices are attached to the Contract and are made part of the Contract.

Appendix	Title
A	Construction Safety and Phasing Plan (CSPP)
B	Shop Inspected Materials, Products, and Equipment
C	Inspection Requirements for Materials and Fabricated Items
D	Notice of Fabrication Form
E	Procedures for Enrollment in the LAX Security Badge Program
F	FAA Form 7460-1 – Notice of Proposed Construction or Alteration
G	LAX Utility Shutdown Control Center and Shutdown Request Forms
H	Geotechnical Evaluations
I	Contractor's Submittal Transmittal and Request for Information Form
J	Surveyor Standard Intervals for Construction
K	ADG Construction Safety Requirements
L	NAVAID References Including: FAA C-1391b Installation and Splicing of Underground Cables
M	Airfield Marking Handbook
N	LAWA ADG Safety Orientation Training
O	Sample Vehicle Inspection Form
P	FAA AC 150/5370-2F Operational Safety On Airport During Construction
Q	LAWA Sustainable Airport Planning, Design and Construction Guidelines
R	Substitution Request Form
S	LADWP Customer Requirements for 11133 Aviation Blvd (Continental City)
T	Construction and Operations Compliance Manual

#### 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.

### END OF SPECIAL CONDITIONS



# **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 3<sup>rd</sup> 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:

DocuSigned by:  
*Daniel J. Sloan*  
By: 9C6AAAE06E3A487...  
President, Parsons Constructors Inc.

For the Unions:

DocuSigned by:  
*Sean McGarvey, President MBTU*  
By: 9D21F2A4C06D4CC...  
President, North America's Building  
Trades Union

DocuSigned by:  
*Robbie Hunter*  
By: 67ADC47EFB95431...  
President, State Building and Construction  
Trades Council of California

DocuSigned by:  
*Ron Miller*  
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)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 600)

District Council of Laborers

Electricians (Local 11)

Elevator Constructors (Local 18)

Gunitite Workers (Local 345)

Iron Workers (Reinforced – Local 416)

Iron Workers (Structural – Local 433)

Laborers (Local 300)

Laborers (Local 1184)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Local 250)

Pipe Trades (Local 345)

Pipe Trades (Plumbers Local 78)

Pipe Trades (Plumbers & Fitters Local 761)

Pipe Trades (Sprinkler Fitters Local 709)

Plasterers (Local 200)

Plaster Tenders (Local 1414)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Teamsters (Local 986)

Southwest Regional Council of Carpenters

DocuSigned by:

Mike Patterson (Heat&Frost#5)

11105AC000CF44A...

Luis Miramontes (Boilermakers#92)

DocuSigned by:

Lupe Alamo (Brk#4)

EA7A7E518EAE486...

Fitzgerald Jacobs (CementMasons#600)

DocuSigned by:

Joel Barton (IBEW #11)

03151D073BAE44A...

Tony Garza (ElevatorConstructors#18)

DocuSigned by:

Ed Iarn (Gunitite#345)

E1A04650A204AC...

Vidal Zambrano (IronWorkers#416)

DocuSigned by:

Keith Harbony (Ironworkers Local 433)

02500000F08420...

Michael Dea (LIL#1184)

DocuSigned by:

Ron Sikorski (OperatingEngineers#12)

DocuSigned by:

David Sikorski

DocuSigned by:

Larry Davison

DocuSigned by:

Mark Bartlett

DocuSigned by:

Glenn Santa Cruz (UL#250)

DocuSigned by:

Ricardo Perez (UL#345)

DocuSigned by:

Jeremy Diaz (Plumbers#78)

DocuSigned by:

Greg Lewis (UL #761)

DocuSigned by:

Todd Golden (UL#709)

DocuSigned by:

Tom Castleman (Plasterers#200)

DocuSigned by:

Jim Preciado (PlasterTenders#1414)

DocuSigned by:

Cliff Smith

DocuSigned by:

Luther Medina

DocuSigned by:

Caesar Vargas (Teamsters#986)

DocuSigned by:

Stephen Arakza

DocuSigned by:

DocuSigned by:

DocuSigned by:

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## TABLE OF CONTENTS

ARTICLE I	PURPOSE .....	2
ARTICLE II	SCOPE OF AGREEMENT .....	3
ARTICLE III	UNION RECOGNITION AND EMPLOYMENT .....	7
ARTICLE IV	UNION REPRESENTATION AND STEWARDS .....	9
ARTICLE V	MANAGEMENT'S RIGHTS .....	10
ARTICLE VI	WORK STOPPAGES AND LOCKOUTS .....	11
ARTICLE VII	DISPUTES AND GRIEVANCES .....	14
ARTICLE VIII	WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES .....	16
ARTICLE IX	WAGES AND BENEFITS .....	17
ARTICLE X	HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY .....	18
ARTICLE XI	APPRENTICES .....	20
ARTICLE XII	SECURITY, SAFETY, PROTECTION OF PERSON AND PROPERTY .....	21
ARTICLE XIII	NON-DISCRIMINATION .....	22
ARTICLE XIV	TRAVEL AND SUBSISTENCE .....	22
ARTICLE XV	WORKING CONDITIONS .....	23
ARTICLE XVI	PRE-JOB CONFERENCES .....	24
ARTICLE XVII	LABOR/MANAGEMENT COOPERATION .....	24
ARTICLE XVIII	SAVINGS AND SEPARABILITY .....	25
ARTICLE XIX	DURATION OF THE AGREEMENT .....	25

ATTACHMENT 1	LETTER OF ASSENT .....	32
ADDENDUM 1	LETTER OF CLARIFICATION .....	33
ADDENDUM 2	PERMANENT ARBITRATORS .....	38
ADDENDUM 3	READIMIX CONCRETE, SAND/GRAVEL, AGGREGATE DELIVERY .....	40
ADDENDUM 4	ELEVATOR UNION CLARIFICATION .....	41

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-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.

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.

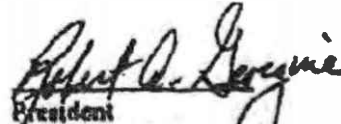
**Section 4.** The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing slowdowns, or any other disruptive activity affecting the Project by any union involved in the negotiation of such local collective bargaining agreements and the resulting Schedule As, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations.

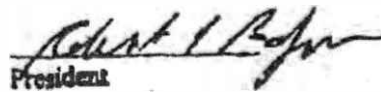
In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

For the Agreement Coordinator:

  
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

International Unions

INTERNATIONAL ASSOCIATION  
OF HEAT AND FROST INSULATORS  
AND ASBESTOS WORKERS:

William Edward

Affiliated District Councils  
and/or Local Unions

Asbestos Workers Local 5

By: Edward J. Montgomery

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS:

Edward J. Montgomery

Boilermakers Local 92

By: Edward J. Montgomery

INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED  
CRAFTWORKERS:

John J. Flynn

Bricklayers Local #4  
By: John J. Flynn

UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA:

Raymond J. Sullivan

SOUTHERN CALIFORNIA CONFERENCE  
OF CARPENTERS

By: Gordon F. Sullivan



INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS:

J. J. Barry

I. B. E. W. #11  
By: L. D. 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 West

Local 416 + Local 433  
By: Joe Hard  
General Organizer

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA:

James M. O'Brien

Laborers' Local #300  
By: Stephen Harrison



INTERNATIONAL UNION OF  
OPERATING ENGINEERS:

Frank A. Honeys

OPERATING ENGINEERS' UAL #12

By: Steve Bell

OPERATIVE PLASTERERS' AND  
CEMENT MASONS' INTERNATIONAL  
ASSOCIATION OF THE UNITED STATES  
AND CANADA:

John J. Dougherty

Plasterers Local 200

B. P. Ryan

Cement Masons Local 600

By: Fitzgerald Jacobs

INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES:

Michael C. Monroe

PAINTERS + ALLIED TRADES J.C. #36

By: Ed 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:

Hester J. Haddock

L. B. Jones

By: LU 250

LU 761

By: Steve Rens

U. A. LOCAL 209

By: William R. Jones

L. A. LOCAL 345

By: Dan 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 I 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 I (Letter of Assent) to the Agreement, with Attachment I (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

Local unions affiliated with the A. F. of L. represented  
and the outside Building and Construction Trades Council

Local 3, Abstracts Work

~~CONFIDENTIAL~~

16-4114, 11-11-41

17297

1. Local Area

4/11/01 10:55 AM [Signature]

13: *[Signature]*  
14: *[Signature]*  
15: *[Signature]*

Southern California Power  
District Council 36

100

*Henry W. Barker*

*[Handwritten signature]*



L.A. 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

L.A. Local 250

By: *Edward Barnes*

Piledrivers, Local #2375

By: *[Signature]*

L.A. Local 345

By: *[Signature]*

Millwrights, Local #1607

By: *[Signature]*

**ADDENDUM 2**  
(Superseded by Item 8 of the 2020 Amendment)

1800 M Street, N.W.  
Washington, D.C. 20036-5859  
202-467-7000  
Fax: 202-467-7176

**Morgan, Lewis  
& Bockius LLP**  
COUNSELORS AT LAW

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 VII, 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.

L-MA-1500009.1

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 • (626) 440-3000 • Fax: (626) 440-2516

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:

  
Vice-President  
Parsons Constructors, Inc.

By

  
Program Manager / Regional Manager  
Labor Relations  
Parsons Constructors, Inc.

For the Unions:

By:

  
President  
Building and Construction  
Trades Department, AFL-CIO

By:

President  
Building and Construction  
Trades Council of California, AFL-CIO

By:

  
Los Angeles and Orange County  
Building and Construction Trades Council

By:

  
San Bernardino and Riverside County  
Building and Construction Trades Council

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. Hend

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS:

Newton 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:

Lynard J. Prueitt

UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA:

Joseph J. McLean

OPERATIVE PLASTERERS' AND CEMENT  
MASONS' INTERNATIONAL ASSOCIATION OF  
THE UNITED STATES AND CANADA:

Charles R. Donley

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS:

Edwin D. Hines

INTERNATIONAL UNION OF PAINTERS AND  
ALLIED TRADES:

James A. Walker

INTERNATIONAL UNION OF ELEVATOR  
CONSTRUCTORS:

John C. Bryan

UNITED UNION OF ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS:

Ray M. K.

International Unions

SHEET METAL WORKERS INTERNATIONAL  
ASSOCIATION:

*Michael J. Sullivan*

---

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS:

*James P. Vogel*

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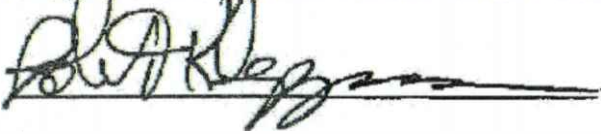
UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY OF THE UNITED STATES AND  
CANADA:

*William P. Hite*

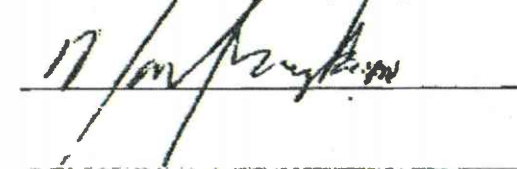
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Los Angeles / Orange Counties Building and Construction Trades

ASBESTOS HEAT & FROST INSULATORS LOCAL 5



INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS (IBEW) LOCAL 11



BOILERMAKERS LOCAL 92




LABORERS LOCAL 300



BRICKLAYERS & ALLIED CRAFTWORKERS  
LOCAL 4



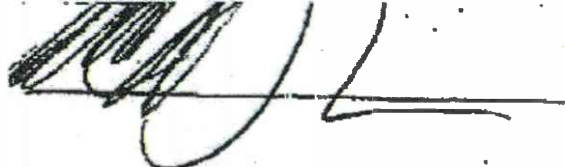
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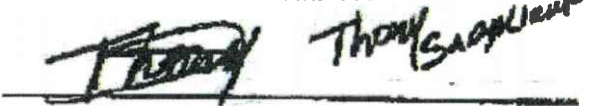
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 11/10

OPERATING ENGINEERS LOCAL 12



CEMENT MASONS LOCAL 600

 *Thom* *Thom* *Sapient*

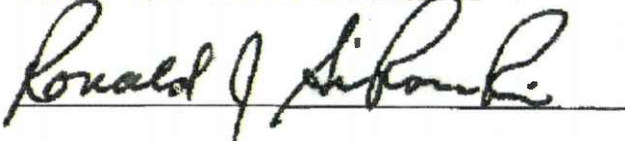
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ELEVATOR CONSTRUCTORS LOCAL 18



OPERATING ENGINEERS LOCAL 12



GLAZIERS LOCAL 636



CLINTON WORKERS LOCAL 345

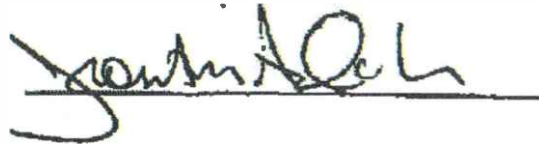


Los Angeles / Orange Counties Building and Construction Trades

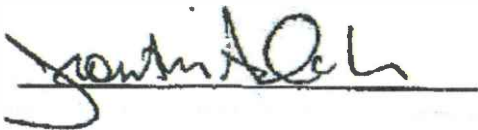
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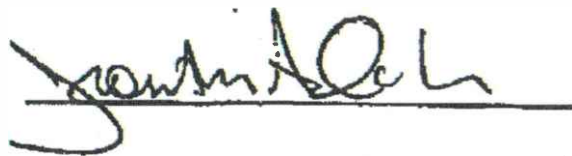
PAINTERS & ALLIED TRADES DISTRICT COUNCIL  
# 36



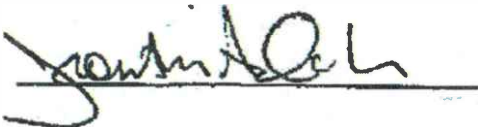
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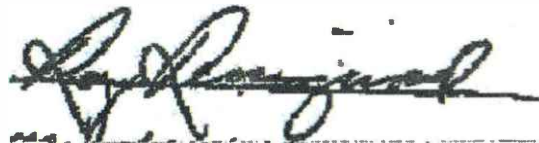
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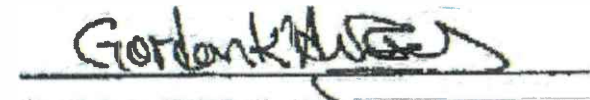
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SHEET METAL WORKERS LOCAL 105



PILE DRIVERS LOCAL 2375



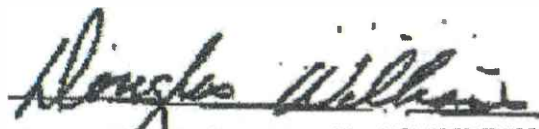
SO CAL PIPE TRADES DISTRICT COUNCIL #16



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 330



U.A. LANDSCAPE, IRRIGATION, UNDERGROUND  
& SPECIALTY PIPING LOCAL 345



ROOFERS & WATERPROOFERS LOCAL 36



U.A. PLUMBERS & STEAMFITTERS LOCAL 398



U.A. PLUMBERS & FITTERS LOCAL 761



U.A. SPRINKLER FITTERS LOCAL 709




SOUTHWEST REGIONAL COUNCIL  
OF CARPENTERS



Riverside / San Bernardino Counties Building and Construction Trades

ASBESTOS HEAT & FROST INSULATORS LOCAL 5



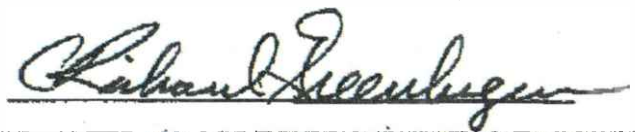
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BOILERMAKERS LOCAL 92



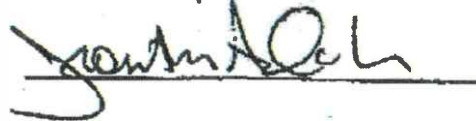
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BRICKLAYERS & ALLIED CRAFTWORKERS  
LOCAL 4



RESILIENT FLOOR & DECORATIVE COVERING  
LOCAL 1247



CEMENT MASONS LOCAL 500

 11/19/10

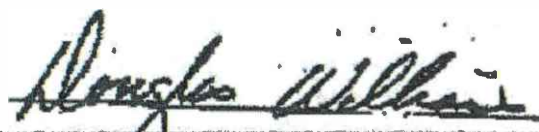
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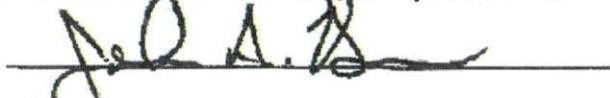
GLAZIERS LOCAL 636



STRUCTURAL IRONWORKERS LOCAL 433



INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS (IBEW) LOCAL 477



SHEET METAL WORKERS LOCAL 105



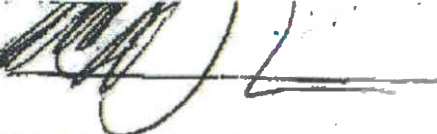
LABORERS LOCAL 783



TEAMSTERS LOCAL 165

 12-1-10

OPERATING ENGINEERS LOCAL 12



TILE, MARBLE & TERRAZO LAYERS LOCAL 18





Riverside / San Bernardino Counties Building and Construction Trades

OPERATING ENGINEERS LOCAL 12

Mikey Gliding

OPERATING ENGINEERS LOCAL 12

Ronald J. Siboni

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. King DATE 12/1/2010

LOS ANGELES/ORANGE COUNTY  
BUILDING AND CONSTRUCTION TRADES COUNCIL

Michael Alvarado DATE 12-3-10

PARSONS CONSTRUCTORS INC., on behalf of LAWA  
LAWA PLA COORDINATOR

Gregory J. King 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](mailto: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 Local District Resident Worker	Available for Dispatch <input type="checkbox"/>	Unavailable for Dispatch <input type="checkbox"/>

**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

*(not including projects whose costs not yet estimated)* Total: \$1,625,000,000; and

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.

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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 <sup>1</sup>	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/ml <sup>3</sup>	THCA	15 ng/ml
Cocaine metabolite (Benzoyllecgonine)	150 ng/ml <sup>3</sup>	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 <sup>4</sup> /MDA <sup>5</sup>	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 <sup>6</sup>	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

<sup>1</sup>For 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.

<sup>2</sup>An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

<sup>3</sup>**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).

<sup>4</sup>Methylenedioxymethamphetamine (MDMA)

<sup>5</sup>Methylenedioxyamphetamine (MDA)

<sup>6</sup>Employees 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:**

## **Fee Matrix**

# Prime Markups

Landscaping Improvements Program

Prime Markups		
Component	Value	Notes
Profit	4.90%	Binding Bid
G&A	1.80%	Binding Bid
Bond Rate (Payment & Performance)	0.66%	Non-Binding ROM
General Liability Insurance	0.33%	Non-Binding ROM
Professional Liability Insurance	0.13%	Non-Binding ROM
Builder's Risk Insurance	0.55%	Non-Binding ROM
Total	8.37%	= Sum of 5 lines above

# Company Multipliers

Landscaping Improvements Program

Company Multipliers		
Company / Firm Name <sup>1</sup>	Home Office Multiplier Rate	Field Office Multiplier Rate
Hensel Phelps	2.44	2.44
Krueck Sexton Partners	3.63	N/A
MLA Green, Inc. dba Studio-MLA	2.76	N/A
James Lima Partners + Development	3.9	N/A
PSOMAS	3.1	N/A
JCE Structural Engineering Group, Inc.	2.98	N/A
HLB	4.43	N/A
PBS Engineers	2.47	N/A

<sup>1</sup> All Companies / Firms that will provide billable work to prepare the BOD shall be identified herein. This includes all Primes, Consultants, Subconsultants, Subcontractors, sub-subcontractors, etc. Firms that remain on the project after the completion of the BOD, shall use the same multiplier rate through the completion of the project.

When work is based on rates with Multiplier, it shall include (or exclude as noted) the following items within the multiplier value

	Consultant (or Subconsultant) in a Home Office	Consultant (or Subconsultant) in a Field Office	Prime in a Home Office	Prime in a Field Office
Profit	YES, part of Multiplier	YES, part of Multiplier	Excluded, as it is added "below the line"	Excluded, as it is added "below the line"
Elements needed to support <b>HOME</b> Office Labor: basic personal protective equipment, home office rent and utilities, home office equipment and supplies.	YES, part of Multiplier	N/A	YES, part of Multiplier	N/A
Elements needed to support <b>FIELD</b> Office Labor: PPE, PMO, etc. Are reimbursable items and NOT included in the multiplier	N/A	Excluded, as it is a reimbursable item	N/A	Excluded, as it is a reimbursable item
Elements needed to support Labor: company cell phones, local travel to the home and field office, professional fee contributions, company lap top computers, corporate training and seminar costs, payroll taxes, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUTA), union fees and worker's compensation costs and any other related home office and corporate overhead expenses to support the project.	YES, part of Multiplier	YES, part of Multiplier	YES, part of Multiplier	YES, part of Multiplier
Base Labor Cost (by Position) Value For: Actual Hours on the project (no vacation, holidays, sick time, offsite training, etc.)	YES	YES	YES	YES

## Reimbursable Items

Items that ARE eligible as a Reimbursables:  
PPE, small tools for supervisory staff, project specific company truck, desk top computers, software, printers, plotters, copy machines, reproduction costs, PMO facility with all utilities, janitorial, all office supplies, business meeting expenses, employee relocation expenses, travel, lodging, meals, per diem, project specific training costs, as negotiated

# Target-Value Budget Breakdown Projection

## Landscaping Improvements Program

Cost-Category	Cost-Breakdowns	Phase 1 <sup>A</sup>	Phase 2 <sup>B</sup>	Total
<b>Construction Costs <sup>C</sup></b>				
	CTA East Plaza	N/A	\$ 6,500,000	\$ 6,500,000
	CTA Center Plaza	N/A	\$ 13,500,000	\$ 13,500,000
	CTA West Plaza	N/A	\$ 5,000,000	\$ 5,000,000
	ITF West Plaza	N/A	\$ 2,500,000	\$ 2,500,000
	Parking Structure Facades	N/A	\$ 13,478,000	\$ 13,478,000
	Additive Alternates <sup>D</sup>	N/A		
	Design-Builder Contingency	N/A	\$ 4,421,000	\$ 4,421,000
<b>Other Design-Builder Costs</b>				
	Design Services	\$ 6,500,000	\$ 700,000	\$ 7,200,000
	Plan-Check & Permit Fees	\$ 117,000	\$ 783,000	\$ 900,000
	Preconstruction Services	\$ 2,500,000	\$ -	\$ 2,500,000
	Profit	\$ 391,000	\$ 2,549,000	\$ 2,940,000
	Bonds	\$ 48,000	\$ 348,000	\$ 396,000
	Insurances (GLI, PLI, BR)	\$ 220,000	\$ 380,000	\$ 600,000
	Other (specify, if any)			\$ -
	CA Gross Receipts Tax	\$ 8,519	\$ 56,481	\$ 65,000
<b>Total Contract Value</b>				<b>\$60,000,000</b>

<sup>A</sup> "Phase 1" of the Contract includes all design & preconstruction services in order to develop a Guaranteed Maximum Price (GMP) for "Phase 2" of the Contract as described in PR-01. This includes all design & preconstruction services associated with the BOD (Form 1), within.

<sup>B</sup> "Phase 2" of the Contract includes all remaining design, preconstruction, construction, commissioning, activation, and closeout services as described in PR-01.

<sup>C</sup> "Construction Costs" include Direct Trade Costs, General Conditions, General Requirements, and all other costs not specifically identified in "Other Design-Builder" Costs.

<sup>D</sup> Proposer shall clearly identify which additive alternates (if any) are included in this cost-breakdown.

# **Exhibit H:**

## **Administrative Requirements**

# Administrative Requirements

## Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. Please note that all documents must be signed by the duly authorized representative of the entity or sole proprietor. In the event of a **Joint Venture (JV)**, officers authorized by **each entity must sign and submit a separate set of the following documents:**

- Vendor Identification Form
- List of Other City of Los Angeles Contracts
- Affidavit of Non-Collusion
- Bidder Contributions CEC Form 55
- Contractor Responsibility Questionnaire and Pledge of Compliance
- Iran Contracting Compliance Affidavit
- Equal Benefits Ordinance Compliance Affidavit
- Municipal Lobbying Ordinance Bidder Certification CEC Form 50

**This Packet should be bound separately from other parts of your bid/proposal and clearly labeled “Administrative Requirements Packet”.** Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports  
Procurement Services Division  
P O Box 92216  
Los Angeles, CA 90009-2216  
Phone: (424) 646-5380  
Fax: (424) 646-9262  
E-mail: [ProcurementRequirements@lawa.org](mailto:ProcurementRequirements@lawa.org)  
Internet: <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>

### 1. VENDOR IDENTIFICATION FORM

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).



- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.cdtfa.ca.gov/services/permits-licenses.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (844) 663-4411, Web: <http://finance.lacity.org>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>.

- **Out-of-state Vendors**

The State of California requires the City of Los Angeles (City) to withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms. The tax withholding rate is seven percent (7%) of payments subject to withholding.

If you are out-of-state vendor, please return one of the following forms to help the City clarify your nonresident tax withholding status:

- Form 590, Withholding Exemption Certificate, certifying exemption from the withholding requirement.
- Form 587, Nonresident Income Allocation Worksheet, which allocates the expected income under the City contract for work completed within and outside of California

- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, Nonresident Withholding Waiver Request to the CAFTB)
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 Nonresident Reduced Withholding Request to CAFTB)

## **2. AFFIDAVIT OF NON-COLLUSION**

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bid/proposal must include the attached affidavit of the Bidder/Proposer that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the Bidder/Proposer has not sought by collusion to secure for himself/herself an advantage over any other Bidder/Proposer.

Bidders/Proposers must complete, notarize, and submit the attached "Affidavit to Accompany Proposals or Bids" with the bid/proposal.

**Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

### **Attachment:**

- Affidavit of Non-Collusion

## **3. BID/PROPOSAL BOND**

Pursuant to the LACC, Section 371, and the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, it is the policy of the City of Los Angeles to require that every bid/proposal be accompanied by either (a) a check certified by a responsible bank in the City of Los Angeles; (b) a cashier's check issued by a responsible bank; (c) a corporate surety bond of a responsible surety company for an amount not less than ten percent (10%) of the amount bid, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder will enter into the proposed contract and furnish the required bonds.

If submitting a bond, Bidder/Proposers are required to use the attached Bid Bond form.

**Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

### **Attachments:**

- Instructions for Bid/Proposal Bond Form
- Bid Bond

#### **4. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)**

Persons who submit a response to this Request for Bid/Proposal/Qualifications are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders/proposers/respondents may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders/proposers/respondents, 12 months after the contract is signed. The bidder's/proposer's/respondents' principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street  
City Hall, 24th Floor  
Los Angeles, California 90012  
(213) 978-1960  
(213) 978-1988 [Fax]  
[ethics.commission@lacity.org](mailto:ethics.commission@lacity.org)  
Web: <http://ethics.lacity.org>

#### **Attachments:**

- Bidder Contributions CEC Form 55
- Los Angeles City Ethics Commission Special Bulletin, available at [http://ethics.lacity.org/pdf/pressrelease/press\\_042511\\_New\\_Charter\\_Amend\\_Limits\\_Bidder\\_Bulletin.pdf](http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf)

#### **5. CONTRACTOR RESPONSIBILITY PROGRAM**

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (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.

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 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.

For the list of Contractor Responsibility Program respondents, please visit our website [www.lawa.org](http://www.lawa.org) -> Contractor Responsibility Program -> Contractor Responsibility Program Questionnaire Respondents.

**Attachments:**

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

## **6. IRAN CONTRACTING ACT OF 2010**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a City of Los Angeles contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) ( found at: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf> ) and is not a financial institution extending \$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 the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

Attachment:

- Iran Contracting Act of 2010 Compliance Affidavit

## **7. EQUAL BENEFITS ORDINANCE**

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

**Bidder/Proposer/Lessees must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal/Lease.**

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. Bidders/Proposers/Lessees do not need to submit supporting documentation with their bids or

proposals or leases. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers/Lessees seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

**Attachment:**

- EBO Compliance Affidavit

## **8. INSURANCE**

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to the commencement of this contract, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet". Successful Bidder/Proposer must provide acceptable evidence of insurance as explained in the attachments prior to the commencement of the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

**Attachments:**

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at [www.lawa.org](http://www.lawa.org) -> Administrative Requirements -> Insurance.

## **9. MUNICIPAL LOBBYING ORDINANCE**

The City's Municipal Lobbying Ordinance, Los Angeles Municipal Code, Section 48.09 requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

**Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal will render the bid/proposal non-responsive.**

Additional information regarding this requirement may be obtained at:

200 N. Spring Street  
City Hall, 24th Floor  
Los Angeles, California 90012  
(213) 978-1960  
(213) 978-1988 [Fax]  
[ethics.commission@lacity.org](mailto:ethics.commission@lacity.org)  
Web: <http://ethics.lacity.org>

**Attachments:**

- Municipal Lobbying Ordinance, available at [http://www.lawa.org/welcome\\_LAWA.aspx?id=586](http://www.lawa.org/welcome_LAWA.aspx?id=586)
- Bidder Certification CEC Form 50, available at [http://www.lawa.org/welcome\\_LAWA.aspx?id=586](http://www.lawa.org/welcome_LAWA.aspx?id=586)

**10. SMALL BUSINESS ENTERPRISE PROGRAM**

The Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA. Pursuant to the provisions of Resolution No. 24820 of the Board of Airport Commissioners, LAWA's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in construction, non-professional, professional, and personal services projects valued over \$150,000.

The SBE Program is a results-oriented program, requiring firms that receive contracts from LAWA to utilize certified SBEs.

**Based on the work to be performed, the *mandatory* SBE participation level for this project has been set at 20% SBE**

Failure to meet this SBE participation level may disqualify bidding/proposing firms from being considered for award of the contract.

Primes shall be responsible for determining the SBE status of its subcontractors at the time of bid/proposal submission for purposes of meeting the mandatory SBE requirement. A subcontractor must qualify as an SBE based on the type of work it will be performing on the project. If the prime contractor is an SBE, the prime's participation in the contract will count as 100% SBE.

**Attachments:**

- Frequently Asked SBE Questions
- Affidavit (SBE, LBE/LSBE, DVBE)
- Subcontractor Participation Plan

The following supplementary information is available at [www.lawa.org](http://www.lawa.org):



- SBE Rules and Regulations
- SBE Certification Application and Information

## **11. MANDATORY LOCAL BUSINESS ENTERPRISE AND LOCAL SMALL BUSINESS ENTERPRISE PROGRAM**

Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA. Pursuant to the provisions of Resolution No. 25948 of the Board of Airport Commissioners, LAWA's Mandatory Local Business Enterprise and Local Small Business Enterprise (LBE/LSBE) Program was created to provide additional opportunities for local and local small businesses to participate in contracts for the procurement of goods, equipment and services, including design and construction, when the contract involves an expenditure in excess of \$150,000.

The mandatory LBE/LSBE Program is designed as a subcontracting program. A Contractor (Prime) may not satisfy the Local Business requirement by virtue of its own status as a Local Business. A Prime shall satisfy the Local Business requirement only through the use of Local Subcontractors. A Prime may satisfy the Local Small Business requirement if the Prime itself is a Local Small Business. If a Prime is not a Local Small Business, it shall satisfy the Local Small Business requirement through the use of Local Small Business Subcontractors.

**NOTE:** A Local Small Business is a firm that is certified as an SBE and LBE. Please see the SBE, LBE, LSBE FAQs sheets in this administrative package for more information.

**Based on the work to be performed, the mandatory LBE/LSBE participation level(s) for this project have been set at 10% LBE and 5% LSBE (subset of the 10% LBE)**

Failure to meet the LBE/LSBE participation level(s) may disqualify bidding/proposing firms from being considered for award of the contract. Primes shall be responsible for determining the LBE/LSBE status of its subcontractors at the time of bid/proposal submission for purposes of meeting the mandatory LBE/LSBE requirement(s).

Attachments:

- Frequently Asked LBE/LSBE Questions
- Affidavit (SBE, LBE/LSBE, DVBE)
- Subcontractor Participation Plan

## **12. MANDATORY LOCAL-STATE DISABLED VETERANS BUSINESS ENTERPRISE PROGRAM**

Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA. Pursuant to the provisions of Resolution No. 26205 of the Board of Airport Commissioners, LAWA's Mandatory Local-State Disabled Veterans Business Enterprise (DVBE) Program was created to serve the purpose of rewarding disabled veterans for the military service, easing the transition from military service to civilian life, and attracting loyal and well-disciplined people to



participate in government contracting opportunities for the procurement of goods, equipment and services, including design and construction, when the contract involves an expenditure in excess of \$150,000.

A Contractor (Prime) may satisfy the Local-State Disabled Veterans Business requirements by virtue of its own status as a Local-State Disabled Veterans Business. If a Prime is not a Local-State Disabled Veterans Business, it shall satisfy the Local-State Disabled Veterans Business requirements through use of Local-State Disabled Veterans Business Subcontractors.

**Based on the work to be performed, the mandatory DVBE participation level(s) for this project have been set at: 3% DVBE**

Failure to meet the DVBE participation level(s) may disqualify bidding/proposing firms from being considered for award of the contract. Primes shall be responsible for determining the DVBE status of its subcontractors at the time of bid/proposal submission for purposes of meeting the mandatory DVBE requirement(s).

Attachments:

- Frequently Asked DVBE Questions
- Affidavit (SBE, LBE/LSBE, DVBE)
- Subcontractor Participation Plan

### **13. ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX)**

Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 26356 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.

## **ADMINISTRATIVE REQUIREMENTS THAT DO NOT REQUIRE FORMS**

The following administrative requirements are language only. They are included as **ATTACHMENT 1**. Submit any questions you may have regarding these ordinances to the LAWA Procurement Services Division at [ProcurementRequirements@lawa.org](mailto:ProcurementRequirements@lawa.org) or at (424) 646-5380.

- Affirmative Action
- Assignment of Anti-Trust Claims
- Child Support Obligations
- Living Wage Ordinance

# Checklist

## 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**

- ☐ 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")
- ☐ Is the Form enclosed in the Packet?

**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. BUSINESS ENTERPRISE PROGRAM

- ☐ Is the Subcontractor Participation Plan completed and enclosed?
- ☐ Is the AFFIDAVIT completed and enclosed?
- ☐ If applicable, is a copy of the certification (SBE, LBE/LSBE, DVBE) enclosed?

**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 Ordinances:**

- ☐ 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

**ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.**

**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.

*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.*

### Title

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](mailto:procurementrequirements@lawa.org)



## Current and Prior City of Los Angeles Contracts

[illegible]

# Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

)

) ss.:

COUNTY OF \_\_\_\_\_

)

\_\_\_\_\_ being first duly sworn, deposes and says:  
(Type or print name)

that he or she is the \_\_\_\_\_ of  
(Type or print title)

\_\_\_\_\_, 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: \_\_\_\_\_

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

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)

# Bid/Proposal Bond

## **INSTRUCTIONS FOR BID/PROPOSAL BOND FORM**

(Return completed and attached to bond or check)

### **1. General Information**

In order for your bid/proposal bond or deposit to be acceptable to the City of Los Angeles, Department of Airports, every bidder/proposer must comply with Los Angeles City Charter Section 371 (d), and Los Angeles Administrative Code Division 10; Chapter 1; Article 2; Section 10.15(d), which requires that the bid/proposal be accompanied by one of the following (please check whichever you are using):

- ☐ (a) Certified check issued by a bank in the City of Los Angeles
- ☐ (b) Cashier's check issued by a bank
- ☐ (c) Surety bond by corporate surety company ("bid/proposal bond")  
**If a surety bond is used, please read and complete #3 carefully.**

### **2. Amount**

The amount of the bid/proposal bond or deposit shall be in the amount of "not less than ten percent (10%) of the aggregate sum of the bid" [Los Angeles Administrative Code (Section 10.15 (d))], unless the Instructions to Bidders/Proposers expressly states a fixed sum in a different amount.

### **3. Bid/Proposal Bond Execution**

The following steps must be completed when submitting a bid/proposal bond. Please note that **personal sureties are not acceptable. YOU ARE REQUIRED TO USE THE BOND FORM ATTACHED TO THESE INSTRUCTIONS.** To make certain your bid is deemed responsive, please check each step as completed:

#### **REQUIREMENTS FOR THE BIDDER/PROPOSER**

- ☐ Bidder/Proposer **must** sign the bid/proposal bond form.

#### **REQUIREMENT FOR THE SURETY BONDING COMPANY**

- ☐ The Attorney-in-Fact for the surety bonding company **must** sign the surety bond.
- ☐ A Power of Attorney from the surety company **must** be affixed to the bond.

The bond, unless otherwise stated in the Instructions to Bidders/Proposer, **MUST BE ON THE FORM ATTACHED TO THESE INSTRUCTIONS.**

4. **BOND FORM:** (Please check each box)

☐

**THE BID/PROPOSAL BOND FORM MUST BE THE ATTACHED FORFEITURE BOND, NOT A "DAMAGES ONLY" BOND.**

☐

**IF YOUR COMPANY USES A NON-CITY BID BOND FORM (SUCH AS THE "AIA BID BOND FORM"), IT WILL BE REJECTED.**

PROPOSAL BOND

(Not required if certified or cashier's check accompanies the Proposal)

KNOW ALL MEN BY THESE PRESENTS

THAT WE, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, authorized  
and licensed to transact business in the State of California, as Surety, do hereby acknowledge  
ourselves to be held and obligated as joint Obligors to the CITY OF LOS ANGELES,  
DEPARTMENT OF AIRPORTS, as Obligee, in the sum of **ten percent (10%)** of the aggregate  
sum of the Principal's Proposal. Said Principal and Surety do hereby bind themselves, their  
heirs, executors, administrators, successors, and assigns, jointly and severally by this bond.

WHEREAS, said Principal is about to submit to the Executive Director of the  
Department of Airports of the City of Los Angeles the foregoing Proposal for performance of the  
work and provision of services therein mentioned, if any, pursuant to the Notice Inviting  
Proposals from said Executive Director.

NOW, THEREFORE, if the Proposal of the Principal is accepted and the contract  
awarded to said Principal, if said Principal fails or neglects to enter into the contract, and/or to  
provide the required letter of credit in connection with the contract, within thirty (30) days after  
the contract is awarded to said Principal, then the above-named Obligors shall pay to said  
Obligee the aforementioned sum of **ten percent (10%)** of the aggregate sum of the Principal's  
Proposal as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same  
and their heirs, executors, administrators, successors and assigns.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
Signature/Title

By \_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
Attorney-in-Fact

**NOTE: ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM  
THE SURETY.**



# Bidder Contributions

# ATTENTION:

The following CEC Form 55 **must** be signed on page 1 and you are required to list all principals on Schedule A. Please refer to the attached instructions.

If you fail to sign the form or if you submit an incomplete CEC Form 55, your proposal/bid may be deemed non-responsive.

# Form 55 Instructions



## TABLE OF CONTENTS

**INTRODUCTION ..... 1**

**CONTACT INFORMATION..... 1**

**BIDDER RESPONSIBILITIES ..... 2**

**PAGE 1: COVER PAGE AND BIDDER INFORMATION ..... 3**

    A. Original or Amended Filing .....3

    B. Reference Number.....3

    C. Date Bid Submitted .....3

    D. Contract Description.....4

    E. Awarding Authority.....4

    F. Bidder Information .....4

    G. Schedule Summary.....4

    H. Certification.....5

**PAGE 2: SCHEDULE A – BIDDER’S PRINCIPALS ..... 6**

**PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS ..... 6**

## INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

## CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

[ethics.commission@lacity.org](mailto:ethics.commission@lacity.org)

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street  
City Hall 24th Floor, Suite 2410  
Los Angeles CA 90012

[ethics.lacity.org](http://ethics.lacity.org)

## BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#) apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

## PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

### A. ORIGINAL OR AMENDED FILING

#### ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

#### AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

**Example 1:** *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

**Example 2:** *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

### B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, RAMP ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

### C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

## D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

## E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

## F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

**Remember to amend your Form 55 to keep this information current.**

## G. SCHEDULE SUMMARY

### ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.



**Example 1:** You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

**Example 2:** You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

**Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.**

---

## ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

**Example 1:** Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

**Example 2:** Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

**Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.**

---

## ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

## H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#);
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

## PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

***Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.***

## PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

***Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.***

# 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 \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): \_\_\_\_\_ Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
\_\_\_\_\_

Awarding Authority (Department awarding the contract): \_\_\_\_\_

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

Bidder Address: \_\_\_\_\_

Bidder Email Address: \_\_\_\_\_ Bidder Phone Number: \_\_\_\_\_

## 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): \_\_\_\_\_

## 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## 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: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

☐ Check this box if additional Schedule A pages are attached.

## 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

Subcontractor's Address

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

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

**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:** \_\_\_\_\_

**B. BIDDER/CONTRACTOR INFORMATION:**

_____		_____	
Legal Name		DBA	
_____	_____	_____	_____
Street Address	City	State	Zip
_____	_____	_____	
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.**

_____	_____	_____
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

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.**

**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.

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.

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Company Name, Address and Phone Number

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Signature of Officer or Authorized Representative

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Date

---

Print Name and Title of Officer or Authorized Representative

---

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 DGS list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

## **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.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

# Equal Benefits Ordinance



**LAWA EBO COMPLIANCE**

**FOR LAWA 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](mailto: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: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Approximate Number of Employees in the United States: \_\_\_\_\_

Approximate Number of Employees in the City of Los Angeles: \_\_\_\_\_

**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.

\_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, at \_\_\_\_\_,  
(City) (State)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
EIN/TIN

# Insurance



**RISK MANAGEMENT DIVISION  
INSURANCE REQUIREMENTS**

**NAME:** \*\*\*\*\*  
**AGREEMENT:** RFP - LAX Landscaping Improvement Program  
**LAWA DIVISION:** The Development Group  
**WIZARD ID NO.:** 10335

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum evidence of insurance required and must be at least the level of the limits indicated. All policies must be occurrence based with the minimum required per occurrence limits indicated below.

**LIMITS**

- |  |                               |
|--|-------------------------------|
| <b>(X) Workers' Compensation</b>   | <b><u>Statutory</u></b>       |
| <b>(X) Waiver of Subrogation, specifically naming LAWA</b><br><b>(Please see attached supplement)</b>                                      |                               |
| <b>() Voluntary Compensation Endorsement</b>   |                               |
| <b>() Hold Harmless - No Employees (Owner/Operator/ Partnership)</b>   |                               |
| <br><b>(X) Commercial Automobile Liability - covering owned, non-owned &amp; hired auto</b>  | <br><b><u>\$1,000,000</u></b> |
| <br><b>(X) Aviation or Commercial General Liability - including the following</b>  | <br><b><u>\$1,000,000</u></b> |
| <b>(X) Premises and Operations</b>   |                               |
| <b>(X) Contractual (Blanket/Schedule)</b>  |                               |
| <b>(X) Independent Contractors</b>   |                               |
| <b>(X) Personal Injury</b>   |                               |
| <b>() Products /Completed Operations</b>   |                               |
| <b>(X) Additional Insured Endorsement specifically naming LAWA</b><br><b>(Please see attached supplement)</b>                              |                               |
| <b>() Hangar keepers Legal Liability (At least at a limit of liability of \$ 1 million)-C</b>  |                               |
| <b>() Explosion, Collapse &amp; Underground - required when work involves,</b><br>digging excavating, grading or use of explosive material | <b>\$***</b>                  |

**CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD  
AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT**

**\*\*\*RETURN THIS PAGE WITH EVIDENCE OF YOUR INSURANCE\*\*\*\***  
**PLEASE SUBMIT ALL DOCUMENTS TO [RISKINSURANCE@LAWA.ORG](mailto:RISKINSURANCE@LAWA.ORG)**



**RISK MANAGEMENT DIVISION**  
**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)**

The only evidence of insurance accepted will be either a Certificate of Insurance, or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

Insurance companies, must have an **AM Best rating of A- or better**, and have a minimum **financial size of at least four**

**Endorsements:**

- **Workers Compensation Waiver of Subrogation Endorsement  
(WC 04 03 06 or similar)**
- **General Liability Additional Insured Endorsement**
- **Ongoing and Products - Completed Operations Endorsement  
(ISO Standard Endorsements preferred)**

**Certificate Holder:**

**Los Angeles World Airports  
PO Box 92216  
Los Angeles, CA 90009**

A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

**A blanket/automatic endorsement is not acceptable unless you have a direct contract with LAWA.**

**Language written on a certificate of insurance is not acceptable as an endorsement.**

## Insurance

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) 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," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Chief Executive Officer of the Department of Airport (hereinafter referred to as "Chief Executive Officer") based upon the nature of Contractor's operations and the type insurance involved.

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 insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

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 City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by a broker's letter acceptable to the Chief Executive Officer in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Chief Executive Officer. The documents evidencing all specific coverages shall be filed with City prior to commencement of this contract. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Chief Executive Officer, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Chief Executive Officer deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

### ***City Held Harmless***

To the fullest extent permitted by law, Contractor 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 Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor'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 Contractor's and/or Sub-Contractor'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 Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor 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 Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant'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 Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

In addition, Contractor 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 Contractor 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. Contractor 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.

In Contractor's defense of the City under this 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.

Survival. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

### ***Hazardous and Other Regulated Substances***

(a) Contractor's performance under this Contract and/or occupancy or use of any LAWA property shall be in 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"). Said hazardous substances shall include, but shall not be limited to, mold, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of Contractor's noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, contamination, leak, discharge or improper storage affecting LAWA property caused or contributed to by Contractor or its employees, servants, agents, contractors or subcontractors, Contractor 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 to the satisfaction of Chief Executive Officer. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(d) The provisions of this section shall survive the expiration or earlier termination of this Agreement.





1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits cannot be processed.

**THE ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.**

2. **What does LAWA consider as Acceptable Evidence of insurance?** The only evidence of insurance acceptable is either a Certificate of Insurance and/or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
  - a. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the schedule is required for Workers' Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
  - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE WRITTEN ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE UNLESS YOU HAVE A DIRECT CONTRACT WITH LAWA.**
  - c. The Certificate of Insurance and/or the True and Certified copy of the policy must be signed by the Authorized Representative.
  - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to add Los Angeles Worlds Airports as Additional Insured?** Possibly; there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker as .
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized agent/broker for their review. You may also contact us at (424) 646- 5480.
5. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. **However**, if the documents submitted are project specific, you will need to submit forms for each project. Therefore it is suggested that forms submitted indicate they are for the maximum coverage required and all LAWA projects. Please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.

6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **How long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** Evidence of Insurance is processed upon receipt by LAWA. Please submit your evidence of insurance documents to the Risk Management Division's Insurance Compliance Section at [riskinsurance@lawa.org](mailto:riskinsurance@lawa.org), as soon as you are awarded the contract.
9. **When should I complete the evidence of insurance?** Prior to the commencement of this contract, the successful proposer must provide proof of insurance. Do not spend any money to meet the insurance requirements until you are awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.  
**Note for Prime Contractors:** Prime Contractors are responsible for ensuring that their Sub-contractors have adequate evidence of insurance coverage appropriate to the work to be performed. At a minimum, if airfield access is involved, the sub- contractor must show \$10 million in coverage, plus endorsements. If no airfield access is involved in the work, the minimum threshold is \$1 million, plus endorsements. In rare cases, if the work is performed entirely off site, there may be no need for evidence of insurance coverage.
10. **Where is the Risk Management Division's Insurance Compliance Section located?**  
7301 World Way West  
2<sup>nd</sup> Floor  
Los Angeles, CA 90045  
[riskinsurance@lawa.org](mailto:riskinsurance@lawa.org)  
Phone: (424) 646-5480  
Office Hours: Monday-Thursday, 7:30 a.m. to 3:30 p.m.  
Friday: 7:30 a.m. to 12:00 noon  
Closed Holidays and weekends

**For more information on LAWA's insurance requirements, visit our webpage at:**  
<https://www.lawa.org/en/lawa-tenants-411/risk-management/insurance-compliance>

**GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES,  
LOS ANGELES WORLD AIRPORTS**

**Coverage & Limits:** All insurance requirements established are based on the detailed scope of work and or/nature of your business with the Los Angeles World Airports (LAWA). The coverage and limits for each type of insurance are specified on the Insurance Requirements Sheet (IR Sheet).

Please give your insurance agent/broker a copy of the Insurance Requirements Sheet along with these instructions. All evidence of insurance must be authorized by a licensed insurance agent with authority to bind coverage.

\*\*\*\*\*

1. **When to submit:** Normally, no work may begin until acceptable insurance is analyzed and approved by the Insurance Compliance Section. Upon approval the Contract Administrator will authorize a Notice to Proceed (NTP). So insurance documents should be submitted as early as practicable.
2. **Acceptable Evidence and Approval:** Electronic submission is the best method of submitting your documents, and designed to make the experience of submitting insurance information quick and easy. LAWA accepts the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance**, with applicable endorsements and waiver of subrogation. Other insurance industry certificates that have been approved by the State of California, Broker's Letters, and True and Certified copy of insurance policies may be accepted. The following items (**#4 and #5**) **must accompany the form of evidence provided.**
3. **Additional Insured Endorsements:** (CG20101185 / CG2010 / CG2037 or similar) are required acceptable for the general liability policy. All endorsements must name the **City of Los Angeles, Los Angeles World Airports (LAWA), its Board, and all of its officers, employees and agents** as additional insured's.
4. **Waivers of Subrogation:** Required For Workers Compensation.
5. **Blanket Endorsement or Waiver of Subrogation:** Acceptable only for contracts directly with LAWA. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state **LAWA** is an automatic or blanket additional insured.
6. **Certificate Language:** Language written on the Certificate of Insurance in the "**Description of Operations Section**" is not acceptable as an endorsement.
7. **Cancellation Notice:** All Certificates must provide a thirty (**30**) **days' cancellation notice provision**, ten (10) days for non-payment of premium).
8. **Self-Insure:** If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure, a copy of the certificate from the State consenting to self- insurance must be provided from the State of California as proof of insurance.
9. **Acceptable Insurers:** **LAWA** uses the A.M. Best Key Rating Guide as our reference. All acceptable insurers must have an A.M. Best **A-VI or better rating** to be acceptable to LAWA.

10. **Transportation Companies:** Passenger Carriers are regulated by the Public Utilities Commission (PUC). Any questions concerning passenger carrier requirements may be directed to the PUC.
- 0-7 passengers.....\$750,000
  - 8-15 passengers.....\$1,500,000
  - 16 or more passengers ..... \$5,000.000
11. **Vehicle Schedules:** Unless “ANY” auto is covered under the automobile policy, a vehicle schedule is required. The schedule issued on behalf of transportation companies must provide the make, model, VIN number and passenger count for every vehicle operating on Airport property.
12. **Multiple Policies:** More than one insurance policy may be required to comply with the insurance requirements.
13. **Underwriter:** In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percentage of participation.
14. **Project Reference:** Include reference of either the specific City agreement (bid, contract, lease, etc.) or indicate “ALL PROJECTS AT LAWA” covered. When coverage is on a scheduled basis, a separate sheet may be attached to the certificate listing such scheduled locations, vehicles, etc.
15. **Excess Insurance:** An Excess Umbrella policy can be provided to assist with meeting the insurance requirement limit(s) when the primary insurance coverage is less than the amount of coverage required for the project.
16. **Expiration and Renewal:** LAWA insurance file expiration coincides with your coverage expiration. Renewal is not automatic. You must provide the Insurance Compliance Section with renewal information. When renewing your insurance file information, the agent/broker/underwriter must provide current endorsements and waivers. The effective date on the Certificate of Insurance must coincide with the endorsements and waivers. Insurance documents cannot be altered and provided as proof of insurance.
17. **Contract Administrator:** Questions regarding your **contract** should be directed to your Contract Administrator or office responsible for your contract, lease, permit or other agreement.

\*\*\*\*\*

**Certificate Holder Information:**

**Los Angeles World Airports  
Attn: Risk Management Department  
P.O. Box 92216  
Los Angeles, CA 90009**

All questions relating to insurance should be directed to Risk Management, Insurance Compliance Section at (424) 646-5480.

Delays or failure in submitting acceptable insurance documentation and attachments may result in the withholding of payments, or the interruption and/or discontinuance of operations LAWA.

Email all insurance documentation and Correspondence to: **RISKINSURANCE@LAWA.ORG**

# Municipal Lobbying Ordinance

# ATTENTION:

The following CEC Form 50 **must** be filled out completely and signed.

If you fail to sign the form or if you submit an incomplete CEC Form 50, your proposal/bid may be deemed non-responsive.

## 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 \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

## 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**BUSINESS ENTERPRISE PROGRAMS (SBE, LBE/LSBE, DVBE)**

# AFFIDAVIT

## REQUIRED OF ALL PROPOSERS/BIDDERS

(This Affidavit will become part of the contract for the selected Proposer/Bidder)

The City of Los Angeles, Los Angeles World Airports (LAWA) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at LAWA.

### MANDATORY BUSINESS ENTERPRISE PARTICIPATION LEVELS:

This Project has the following mandatory participation levels:	If awarded the contract, the selected Proposer/Bidder commits to achieving the following participation levels on the Project:
SBE <u>20</u> %	SBE _____ %
LBE <u>10</u> %	LBE _____ %
LSBE <u>5</u> %	LSBE _____ %
DVBE <u>3</u> %	DVBE _____ %

Achievement level(s) will be calculated as the percentage of the total contract amount for which SBEs, LBEs, LSBEs or DVBEs were utilized. The selected Proposer/Bidder's performance on the applicable business enterprise levels will be monitored throughout the duration of the contract, and the business enterprise achievement levels will be calculated at the end of the contract term.

### SUBCONTRACTORS:

As applicable, the selected Proposer/Bidder will be required to comply with California's "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Sections 4100 et seq.) ([www.leginfo.ca.gov/cgi-bin/calawquery?code=section=pcc&codebody=&hits=20](http://www.leginfo.ca.gov/cgi-bin/calawquery?code=section=pcc&codebody=&hits=20)).

Any reduction, increase, or other change to the SBE, LBE, LSBE or DBVE Subcontract amounts without prior written approval of Procurement Services Division (PSD) is considered an Unauthorized Subcontractor Substitution, and the selected Proposer/Bidder may be subject to a penalty. A subcontract dollar value increased or reduced solely as the result of a Change Order issued by LAWA to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.

Proposers/Bidders must list all Subcontractors on LAWA's Subcontractor Participation Plan and include all requested information. Only PSD is authorized to grant either initial approval of Subcontractor(s) or additions, deletions, and substitutions.

### PENALTIES:

Violation of the SBE, LBE, LSBE and DVBE Program Rules and Regulations ([http://www.lawa.org/welcome\\_LAWA.aspx?id=146](http://www.lawa.org/welcome_LAWA.aspx?id=146)) may result in financial penalties.

At the end of each project, LAWA may withhold as disputed funds 15% of the total dollar value of all subcontract(s) that appear to be in violation of the SBE, LBE, LSBE or DVBE Programs and 15% of the total dollar value of all subcontract(s) where work was performed on the project without, or prior to, approval by LAWA.

### REPORTING REQUIREMENTS:

The selected Proposer/Bidder shall submit to LAWA, on a monthly basis, together with its invoice the Subcontractor Utilization Report listing the SBE, LBE, LSBE or DVBE subcontractors utilized during the reporting period. LAWA will not process or pay selected Proposer/Bidder's subsequent invoices if the Subcontractor Utilization Reports are not submitted with the monthly invoice.

The Contractor must submit the Final Subcontracting Report to PSD within fifteen (15) calendar days after a request for the report by PSD. Failure to comply shall result in the assessment of liquidated damages in the amount of \$100.00 per day by LAWA.

### CERTIFICATION

The Bidder/Proposer certifies that it/he/she has read and understood the SBE, LBE, LSBE and DVBE Program Rules and Regulations (located at [http://www.lawa.org/welcome\\_LAWA.aspx?id=146](http://www.lawa.org/welcome_LAWA.aspx?id=146)) and further certifies that, if awarded the Contract, it/he/she shall fully comply with LAWA's SBE, LBE, LSBE and DVBE Programs.

\_\_\_\_\_  
Company Name, Address and Phone Number

\_\_\_\_\_  
Signature of Officer or other Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Officer or Other Authorized Representative

\_\_\_\_\_  
Project Title

## ATTENTION PROPOSERS:

***Your firm MUST fill out the Subcontractor Participation Plan completely, and provide accurate certification information, proposed dollar amounts, and proposed work percentages so that LAWA can properly credit your firm for the mandatory SBE, LBE/LSBE and DVBE requirements.***

The project you are proposing on has the following mandatory minimum participation levels:

SBE: 20%  
LBE: 10% (with 5% LSBE as a subset)  
DVBE: 3%

Here are some examples of how a proposer can satisfy the SBE, LBE/LSBE, and DVBE requirements for this project:

**Example 1:**

Prime is OBE (non-certified) and proposes to use subcontractors as follows:

SBE: 20%  
LBE: 5%  
LSBE: 5%  
DVBE: 3%

**Example 2:**

Prime is a Joint Venture (80% OBE partner and 20% SBE partner) and proposes to use subcontractors as follows:

LBE: 5%  
LSBE: 5%  
DVBE: 3%

*Note: Since the JV has a 20% SBE partner, the 20% SBE requirement is satisfied.*

**Example 3:**

Prime is SBE and proposes to use subcontractors as follows:

LSBE: 10%  
DVBE: 3%

*Note: Since the Prime is an SBE, it will be given 100% SBE credit. The LSBE subcontractor(s) automatically satisfy the LBE requirement.*

**Example 4:**

Prime is LBE and proposes to use subcontractors as follows:

SBE: 20%  
LBE: 5%  
LSBE: 5%  
DVBE: 3%

*Note: Since the LBE program is a subcontracting program, the LBE Prime must still use LBE and LSBE subcontractor(s).*

**Example 5:**

Prime is LSBE and proposes to use subcontractors as follows:

DVBE: 3%

*Note: The Prime's LSBE status automatically satisfies the SBE, LBE and LSBE requirements.*

**Example 6:**

Prime is DVBE and proposed to use subcontractors as follows:

SBE: 20%  
LBE: 5%  
LSBE: 5%

*Note: Since the Prime is a DVBE, it will be given 100% DVBE credit.*

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These examples are provided for reference only and are not exhaustive. For program details, please review the specific documents via the links provided in the Administrative Requirements package.

If you have questions about your team composition to satisfy the mandatory SBE, LBE/LSBE, and DVBE requirements for this project, please call Procurement Services Division at (424) 646-5380.

## SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FREQUENTLY ASKED QUESTIONS

### 1. I want to be certified as an SBE so that I can work with LAWA. How do I get certified?

LAWA defines an SBE as an independently-owned and operated business that meets the criteria set forth by:

- The Federal Small Business Administration (SBA) 8(a) Business Development Program<sup>1</sup>  
*or*
- The State of California Small Business (SB) Program<sup>2</sup>, *whichever is larger*

Firms can become certified by the Bureau of Contract Administration (<http://bca.lacity.org/>) and receive the designation of **SBE (Proprietary)**. The SBE (Proprietary) certification is used by the three Proprietary departments of the City of Los Angeles: LAWA, Harbor Department (Harbor), and the Department of Water and Power (DWP).

In addition to accepting the SBE (Proprietary) certification, LAWA also accepts many other certifications from various agencies.

**If your firm is currently certified with one of the following agencies, it will be automatically considered an SBE by LAWA as long as it meets the City's SBE (Proprietary) certification criteria:**

CERTIFYING AGENCY	CERTIFICATION	ACCEPTED BY LAWA AS SBE?
<a href="#">Federal Small Business Administration (SBA)</a>	SBA 8(a) Business Devpt. Program	Yes
<a href="#">State of California Department of General Services (DGS)</a>	SB, SB(PW), SB (micro)	Yes
<a href="#">California Department of Transportation (CALTRANS)</a>	SMBE, SWBE, DBE	Yes
<a href="#">L.A. County Metropolitan Transportation Authority (METRO)</a>	SBE, DBE	Yes
California Unified Certification Program (CUCP) Agencies: <ul style="list-style-type: none"> <li>• <a href="#">City of Fresno</a></li> <li>• <a href="#">City of Los Angeles</a></li> <li>• <a href="#">San Diego County Regional Airport Authority (SAN)</a></li> <li>• <a href="#">San Francisco Bay Area Rapid Transit District (BART)</a></li> <li>• <a href="#">San Francisco International Airport (SFO)</a></li> <li>• <a href="#">San Francisco Municipal Transportation Agency (SFMTA)</a></li> <li>• <a href="#">San Mateo County Transit District (SAMTRANS)</a></li> <li>• <a href="#">Santa Clara Valley Transportation Authority (VTA)</a> (also includes CALTRANS and METRO)</li> </ul>	DBE	Yes
<a href="#">US Women's Chamber of Commerce (USWCC)</a>	WOSB, EDWOSB	Yes
<a href="#">Women's Business Enterprise Council West (WBEC-WEST)</a>	WOSB	Yes
<a href="#">National Women Business Owners Corporation (NWBOC)</a>	WOSB, EDWOSB	Yes
<a href="#">City of Los Angeles</a>	SBE, SBE(Proprietary), SLB	Yes
<a href="#">County of Los Angeles</a>	LSBE	Yes

<sup>1</sup> For information regarding the size standards used by the Federal SBA 8(a) Business Development Program, see [https://www.naics.com/wp-content/uploads/2017/10/SBA\\_Size\\_Standards\\_Table.pdf](https://www.naics.com/wp-content/uploads/2017/10/SBA_Size_Standards_Table.pdf)

<sup>2</sup> The State of California defines an SB as a business with 100 or fewer employees with average annual gross receipts of \$15 million or less over the last three years.

<sup>3</sup> DBE-certified companies for all of the bulleted agencies can be found in one central database: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

<sup>4</sup> The State of California defines an SB(PW) as a business with 200 or fewer employees with average annual gross receipts of \$36 million or less over the last three years.

**2. If I am an SBE, how does my participation count?**

If the prime contractor is an SBE per the chart above, the prime's participation in the contract will count as 100% SBE. If the SBE prime contractor also utilizes SBE subcontractors, the total SBE participation will be counted as 100% SBE. If the prime contractor is not an SBE but uses SBE subcontractors on the contract, LAWA will credit the prime contractor with the percentage of total dollars paid to the SBE subcontractors versus the total dollars paid to the prime contractor.

**3. How does LAWA track my SBE participation level?**

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The SBE achievement level will be calculated as the percentage of the total dollars paid to SBE subcontractors versus the total dollars paid to the prime contractor.

**4. If I am awarded a contract with an SBE participation level, can I be penalized for failing to meet my pledged SBE level?**

Yes. LAWA's SBE Program is a mandatory program; therefore, the SBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of not more than ten percent (10%) of the unpaid/underpaid amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any SBE Subcontract amount. If an SBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the SBE participation will not be subject to a penalty.

**5. If a prime contractor is assessed a 10% penalty, to whom is the penalty paid?**

LAWA's Board of Airport Commissioners has the authority to assess the penalty, and it will be paid to LAWA.

**6. How can I find certified SBE's?**

LAWA uses the following databases for SBE certification verification:

- State of California: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
- California Unified Certification Program: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)
- California Dept. of Transportation: <http://www.dot.ca.gov/ucp/GetLicenseForm.do>
- L.A. County Metropolitan Transportation Authority:  
[http://smallbusinessquery.metro.net/pages/naics\\_lookup.aspx](http://smallbusinessquery.metro.net/pages/naics_lookup.aspx)
- City of Los Angeles (SLB): [http://bca.lacity.org/index.cfm?nxt=slb&nxt\\_body=slbindex.cfm](http://bca.lacity.org/index.cfm?nxt=slb&nxt_body=slbindex.cfm)
- [http://www.lawa.org/uploadedFiles/LAWA/Business/SBE\\_Directory.pdf](http://www.lawa.org/uploadedFiles/LAWA/Business/SBE_Directory.pdf)

**7. If SBE certification is good for two years and a contract is three years long, what happens?**

If you are certified by one of the recognized agencies listed on page 1, LAWA will honor your certification for the duration of your certification with the issuing agency. A firm is responsible to follow the required guidelines of the certification agency to maintain its SBE status.

**8. If I was previously certified as a LAWA SBE, do I have to re-apply for SBE (Proprietary) designation?**

All firms certified as LAWA SBE prior to July 1, 2016 were automatically converted to SBE (Proprietary) and issued a revised certification letter. If you did not receive a revised certification letter or have questions regarding the status of an application issued under the LAWA SBE Certification, please contact LAWA's Certification Manager at 213-847-2650.

*IMPORTANT: If you and/or your subcontractors are SBE certified, please submit a copy of the certification with your bid/proposal. Further, you must ensure that the specific categories of work that you or the SBE subcontractors will perform on the project are relevant to the NAICS (North American Industry Classification System) codes for which you/they were certified in order for you to receive SBE participation credit from LAWA.*

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



## LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM FREQUENTLY ASKED QUESTIONS

### 1. How can I get certified as an LBE?

In order to qualify as an LBE, a firm must demonstrate that it meets the following criteria:

- Must have a workspace within LA County
- Must be in compliance with all applicable laws relating to licensing and is not delinquent on any Los Angeles City or Los Angeles County taxes
- Can demonstrate:
  - a. at least 50 of its full-time employees perform work within the boundaries of the County at least 60 percent of their total hours worked on annual basis; or
  - b. at least half of its full-time employees work within the boundaries of the County at a minimum of 60 percent of their total regular hours worked on annual basis; or
  - c. it is headquartered in the County of Los Angeles. Headquartered means that the business physically conducts and manages all of its operations from a location in the County

To start the certification process, register your firm at <http://www.rampla.org> and upload a completed Local Business Enterprise Affidavit of Eligibility. After review, an analyst will contact you for submission of required supporting documentation.

### 2. What happens if I have LSBE certification from the County of Los Angeles?

- Your firm will be recognized as an SBE by LAWA.
- However, your firm must submit a Local Business Enterprise Affidavit of Eligibility with the City of Los Angeles.
- If your firm meets the City of Los Angeles' LBE criteria and consequently obtains LBE certification, your firm will then be recognized as an LBE and LSBE by LAWA.

### 3. Will you accept my LBE certification from the Los Angeles Harbor Department?

No. The Harbor Department's definition of "local" for their LBE program includes five Southern California counties.

In contrast, LAWA's and the City of Los Angeles' definition of "local" for our LBE program requires that an applicant firm's work space is located in and/or employees are working within Los Angeles County under certain conditions. Please see the summary provided above.

### 4. If I am an LBE, how does my participation count?

If the prime contractor only has LBE certification, the prime's participation in the contract does not count towards the LBE goal, because the LBE program is a subcontracting program. This means that the prime contractor must utilize LBE subcontractors in order to get LBE credit. LAWA will credit the prime contractor with the percentage of total dollars paid to the LBE subcontractors versus the total dollars paid to the prime contractor.

However, if the prime contractor has both LBE and SBE certifications, the prime's participation in the contract will count as 100% LBE, 100% SBE, and 100% LSBE.

### 5. How does LAWA track my LBE participation level?

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The LBE achievement level will be calculated as the percentage of the total dollars paid to LBE subcontractors versus the total dollars paid to the prime contractor.

### 6. If I am awarded a contract with an LBE participation level, can I be penalized for failing to meet my pledged LBE level?

Yes. LAWA's LBE Program is a mandatory program; therefore, the LBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of up to 10% of the amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any LBE Subcontract amount. If an LBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the LBE participation will not be subject to a penalty.

### 7. How can I find LBEs?

You can search for LBEs on RAMPLA: <https://www.rampla.org/>

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.

## **LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PROGRAM FREQUENTLY ASKED QUESTIONS**

**1. How can I get certified as an LSBE?**

*There is no separate LSBE certification process with the City of Los Angeles or with LAWA. In order to qualify as an LSBE, a firm must be certified as an SBE and LBE. Please see the previous FAQ sheets for the SBE program and the LBE program for guidelines.*

**2. If I have City of Los Angeles SLB certification, is that the same thing as being an LSBE?**

No. SLB certification demonstrates that the business meets the size standard to be a small business; however, no validation process occurs to determine the locality of the business; therefore, the two are not equivalent.

**3. What happens if I have LSBE certification from the County of Los Angeles?**

- Your firm will be recognized as an SBE by LAWA.
- However, you must submit a Local Business Affidavit of Eligibility with the City of Los Angeles.
- If your firm meets the City of Los Angeles' LBE criteria and consequently obtains LBE certification, your firm will then be recognized as an LBE and LSBE by LAWA.

**4. If I am an LSBE, how does my participation count?**

If the prime contractor is an LSBE, the prime's participation in the contract will count as 100% SBE, LBE, and 100% LSBE. If the LSBE prime contractor also utilizes LSBE subcontractors, the total LSBE participation will be counted as 100% LSBE. If the prime contractor is not an LSBE but uses LSBE subcontractors on the contract, LAWA will credit the prime contractor with the percentage of total dollars paid to the LSBE subcontractors versus the total dollars paid to the prime contractor.

**5. How does LAWA track my LSBE participation level?**

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The LSBE achievement level will be calculated as the percentage of the total dollars paid to LSBE subcontractors versus the total dollars paid to the prime contractor.

**6. If I am awarded a contract with an LSBE participation level, can I be penalized for failing to meet my pledged LSBE level?**

Yes. LAWA's LSBE Program is a mandatory program; therefore, the LSBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of up to 10% of the amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any LSBE Subcontract amount. If an LSBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the LSBE participation will not be subject to a penalty.

**7. How can I find LSBEs?**

You can search for LSBEs on RAMPLA: <https://www.rampla.org/> by selecting SBE and LBE as your search criteria.



## DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PROGRAM FREQUENTLY ASKED QUESTIONS

### 1. How can I get certified as a DVBE?

The City of Los Angeles and LAWA does not process applications for DVBE certifications. If your firm is currently certified with one of the following agencies, it will be automatically considered as a DVBE by LAWA:

CERTIFYING AGENCY	CERTIFICATION	ACCEPTED BY LAWA AS DVBE?
U.S. Department of Veterans Affairs*	Service-Disabled Veteran-Owned Small Business (SDVOSB)	Yes
U.S. Small Business Administration*	Service-Disabled Veteran-Owned Small Business (SDVOSB)	Yes
State of California	Disabled Veteran Business Enterprise (DVBE)	Yes
County of Los Angeles	Disabled Veteran Business Enterprise (DVBE)	Yes

\* The SDVOSB must be headquartered in California to qualify as a DVBE with LAWA.

### 2. If I am a DVBE, can my certification be verified in RAMPLA?

Yes. In your RAMPLA profile, please click "Certifications" and then click "Request for Certifications" to select the appropriate agency which certified your firm. RAMPLA will then verify your certification with that agency, and your DVBE designation should appear for your firm.

### 3. If I am a DVBE, how does my participation count?

If the prime contractor is a DVBE per the chart above, the prime's participation in the contract will count as 100% DVBE. If the DVBE prime contractor also utilizes DVBE subcontractors, the total DVBE participation will be counted as 100% DVBE. If the prime contractor is not a DVBE but uses DVBE subcontractors on the contract, LAWA will credit the prime contractor with the percentage of total dollars paid to the DVBE subcontractors versus the total dollars paid to the prime contractor.

### 4. How does LAWA track my DVBE participation level?

Prime contractors will be required to submit monthly Subcontractor Utilization forms to LAWA's Procurement Services Division (PSD). At the end of the contract, the prime contractor will submit a Final Subcontracting Report to PSD indicating the dollar amounts paid to each subcontractor. PSD will verify with all subcontractors the amount of compensation paid to them. The DVBE achievement level will be calculated as the percentage of the total dollars paid to DVBE subcontractors versus the total dollars paid to the prime contractor.

### 5. If I am awarded a contract with a DVBE participation level, can I be penalized for failing to meet my pledged DVBE level?

Yes. LAWA's DVBE Program is a mandatory program; therefore, the DVBE participation level pledged by the prime contractor will become part of the contract. The prime contractor may be assessed a penalty of up to 10% of the amount of the Subcontract(s) involved. Prime contractors must receive written approval from PSD for any reduction, increase, or other change to any DVBE Subcontract amount. If a DVBE subcontractor's scope of work is reduced or eliminated as a result of a Change Order issued by LAWA, the resulting change in the DVBE participation will not be subject to a penalty.

### 6. How can I find DVBEs?

The following databases can be used to search for DVBEs:

- U.S. Department of Veterans Affairs: <https://www.vip.vetbiz.gov/>
- U.S. Small Business Administration: <https://www.sam.gov/portal/SAM/#1>
- State of California: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.

# 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: \_\_\_\_\_ Today's Date: \_\_\_\_\_

BIDDER/PROPOSER COMPANY INFORMATION		Bid/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES
NAME:	ETHNICITY:			
ADDRESS:	GENDER:			
CITY/STATE/ZIP:	FEDERAL TAX ID #:			
CONTACT NAME:	EMAIL:			
TELEPHONE NO:				
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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				NAICS:	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER _____					

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
	_____ %	<input 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
	_____ %	<input 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

DATE

PRINT NAME

TITLE

PHONE

# ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

## **ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY)**

### **I. Definitions.**

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“Airport Contract” shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

“Airport Contractor” shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

“Airport Lessee” shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

“Airport Licensee” shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

“Alternative-Fuel Vehicle” shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies.

“CARB” shall mean the California Air Resources Board.

“Covered Vehicle” is defined in Section II below.

“Compliance Plan” is defined in subsection VII.C. below.

“EPA” shall mean the United States Environmental Protection Agency.

“Independent Third Party Monitor” shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this Requirement.

“LAWA” shall mean Los Angeles World Airports.

“LAX” shall mean Los Angeles International Airport.

“Least-Polluting Available Vehicle” shall mean a vehicle that (a) is determined by an Independent Third Party Monitor to be (i) commercially available, (ii) suitable for performance of a particular task, and (iii) certified by CARB to meet the applicable engines emission standard in effect at the time of purchase. Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the



Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

**“LEV”** shall mean a vehicle that meets CARB’s Low-Emission Vehicle standards for criteria pollutant exhaust and evaporative emissions for medium-duty vehicles at the time of vehicle manufacture.

**“LEV II”** shall mean a vehicle certified by CARB to the “LEV II” Regulation Amendments that were fully implemented as of 2010. A qualifying “LEV II” vehicle shall meet the least polluting standard in the LEV II category that is available at the time of purchase.

**“LEV III”** shall mean a vehicle certified by CARB to the increasingly stringent “LEV III” Regulatory Amendments to the California greenhouse gas and criteria pollutant exhaust and evaporative emission standards, test procedures, and on-board diagnostic system requirements for medium-duty vehicles.

**“Low-Use Vehicle”** shall mean a Covered Vehicle that makes less than five (5) trips per month to LAX.

**“Operator”** shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

**“Optional Low NOx”** shall mean any vehicle powered by an engine that meets CARB’s optional low oxides of nitrogen (NOx) emission standards for on-road heavy-duty engines applicable at the time of purchase.

## **II. Covered Vehicles.**

A. **Covered Vehicles.** These Requirements shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX (“Covered Vehicles”).

B. **Exemptions.** The following vehicles are exempt from this Requirement:

- i) Public safety vehicles.
- ii) Previously approved vehicles. Vehicles previously approved under the 2007 LAX Alternative Fuel Vehicle Requirement Program are exempt from the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.
- iii) Low-Use Vehicles. Low-use vehicles are exempt from the Compliance Schedule, Section IV, the Maximum Allowable Vehicle Age Requirement, Section III, but are subject to the Annual Reporting Requirement, Section VI.

**III. Maximum Allowable Vehicle Age Requirement.** In accordance with the Compliance Schedule dates outlined in Section IV, no Covered Vehicle equipped with an engine older than thirteen (13) model years or that has 500,000 or more miles, whichever comes first, shall operate at LAX.

**IV. Compliance Schedule.**

- A. By April 30, 2019, one hundred percent (100%) of the Covered Vehicles operated by a Covered Vehicle Operator shall be (a) Alternative-Fuel Vehicles, (b) Optional Low NOx vehicles or (c) LEV II standard vehicles through 2019 or LEV III standard vehicles thereafter.
- B. A new Covered Vehicle Operator who plans to begin operations at LAX prior to April 30, 2019, must comply with the requirement set forth in Section III and subsection IV.A. prior to commencing operations at LAX.

**V. Least-Polluting Available Vehicles.** In cases where an Operator cannot comply with the requirements established pursuant to Sections III and IV above because neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter, are commercially available for performance of particular tasks, LAWA will instead require Operators to use the Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine whether Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, or LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available to perform particular tasks, and, in cases where neither Alternative-Fuel Vehicles, Optional Low NOx standard vehicles, nor LEV II standard vehicles through 2019 and LEV III standard vehicles thereafter are commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

**VI. Annual Reporting Requirement.**

- A. By January 31st of each calendar year, Covered Vehicle Operators must submit to LAWA the vehicle information required on the reporting form accessible online at <https://online.lawa.org/altfuel/> for the prior calendar year.
- B. Low-Use Vehicles shall be included in the annual reporting. Where monthly trip data is used to establish low-use, the operator must provide proof such as transponder data records or an attestation acceptable to LAWA.
- C. A Covered Vehicle Operator who plans to begin operations at LAX must comply with this reporting requirement prior to commencing operations, and thereafter comply with the annual reporting deadline of January 31st of each calendar year.

**VII. Enforcement.**

- A. **Non-Compliance.** The following circumstances shall constitute non-compliance for purposes of this Section VII:
  - i) Failure to submit an annual report pursuant to Section VI above.
  - ii) Failure to use an Alternative Fuel Vehicle, an Optional Low NOx vehicle, a vehicle meeting LEV II standards prior to December 31, 2019, or LEV III standards thereafter, an approved Least-Polluting Available Vehicle, or a vehicle approved under LAWA's former Alternative Fuel Vehicle Requirement, including approved comparable emissions vehicles.

- iii) Failure to submit a Compliance Plan as defined in subsection VII.C. below within 30 days of notice of non-compliance from LAWA.
- iv) Failure to adhere to an approved Compliance Plan as defined in subsection VII.C. below.

**B. Notice of Non-Compliance.** Covered Vehicle Operators found not to be in compliance with the Alternative Fuel Vehicle Requirement as set forth in subsection VII.A. above will be given a notice of non-compliance. Covered Vehicle Operators will have 30 days to correct the deficiencies documented in the notice of non-compliance by completing the annual report as defined in Section VI or submitting a Compliance Plan as defined in subsection VII.C. below, as applicable to the reason cited for non-compliance.

**C. Compliance Plan.**

- i) Operators shall transition to compliant vehicles as soon as practicable.
- ii) Non-compliant Covered Vehicle Operators will be required to submit a Compliance Plan indicating the disposition (salvage, replace, remove from service, etc.) date for each non-compliant vehicle ("Compliance Plan") within 30 days of receiving a notice of non-compliance for a vehicle in the Operator's fleet. The Compliance Plan shall provide dates by which the non-compliant vehicle or vehicles in the Operator's fleet will meet the requirements of the LAX Alternative Fuel Vehicle Requirement and a justification for the new date. The Compliance Plan shall be signed under attestation.
- iii) LAWA's Chief Executive Officer or his/her designee shall review the Operator's Compliance Plan and justification to determine its acceptability and authorize approval or disapproval.
- iv) Covered Vehicle Operators shall have 30 days to seek review of LAWA's rejection of a Compliance Plan or any parts thereof by LAWA's Chief Executive Officer or his/her designee.

**D. Default.** Three or more instances of non-compliance with the LAX Alternative Fuel Vehicle Requirement as defined in subsection VII.A above within two years shall be considered a default of the applicable LAX permit, license, contract, lease, Non-Exclusive License Agreement (NELA), concessionaire agreement, and/or Certified Service Provider (CSP) Program. LAWA's Chief Executive Officer or his/her designee may, pursuant to the applicable terms provided therein, suspend or cancel a permit, license, contract, lease, NELA, concessionaire agreement or certified provider certification of non-compliant Covered Vehicle Operators who are not in compliance with this Alternative Fuel Vehicle Requirement. In addition, LAWA's Chief Executive Officer or his/her designee may seek to recoup LAWA's administrative costs from non-compliant operators.

**IX. Periodic Review.** This Requirement will be reviewed and updated periodically as deemed necessary by LAWA.

# **ATTACHMENT 1**

(The following administrative requirements are language only)

# Affirmative Action

## **AFFIRMATIVE ACTION**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Los Angeles Administrative Code Section 10.8 to 10.8.4

**Sec. 10.8. Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.**

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to contract only with those contractors that comply with the non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to non-discrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving non-discrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Practices Program.

SECTION HISTORY

Based on Ord. No. 132,533, Eff. 7-25-66.

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.



**Sec. 10.8.1. Definitions.**

Except for Section 10.8.2.1, the following definitions shall apply to the following terms used in this article:

**"Awarding Authority"** means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

**"Contract"** means any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any Awarding Authority thereof. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention, as determined by the DAA, are exempt.

**"Contractor"** means any person, firm, corporation, partnership or any combination thereof, who enters into a contract with any Awarding Authority of the City of Los Angeles.

**"Designated Administrative Agency (DAA)"** means the Department of Public Works, Office of Contract Compliance created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code. That office is also known as the Department of Public Works, Bureau of Contract Administration.

**"Domestic Partners"** means, for purposes of this article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with an internal registry maintained by an employer of at least one of the domestic partners.

**"Employment Practices"** means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

**"Minority"** is defined to mean "minority person" as the phrase is defined in Subsection (f) of Section 2000 of the California Public Contract Code, as amended from time to time.

**"Subcontractor"** means any person, firm or corporation or partnership, or any combination thereof, who enters into a contract with a Contractor to perform or provide a portion or part of any Contract with the City.

**SECTION HISTORY**

Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

#### **Sec. 10.8.1.1. Summary of Thresholds.**

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

**Non-discrimination Practices** as outlined in Section 10.8.2 of this Code apply to all contracts.

**Equal Employment Practices** as outlined in Section 10.8.3 of this Code apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

**Affirmative Action Program** as outlined in Sections 10.8.4 and 10.13 of this Code applies to all Construction Contracts of \$25,000 or more and all non-Construction Contracts of \$25,000 or more.

#### **SECTION HISTORY**

Added by Ord. No. 173,186, Eff. 5-22-00.

Amended by: In Entirety, Ord. No. 184,292, Eff. 6-27-16.

#### **Sec. 10.8.2. All Contracts: Non-discrimination Clause.**

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every Contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the Contractor in the performance of such Contract not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All Contractors who enter into such Contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

#### **SECTION HISTORY**

Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 164,516, Eff. 4-13-89; Ord. No. 168,244, Eff. 10-18-92; Title and Sec., Ord. No. 172,910, Eff. 1-9-00; Title and Section, Ord. No. 173,186, Eff. 5-22-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

**Sec. 10.8.2.1. Equal Benefits Ordinance.**

(a) **Legislative Findings.** The City awards many contracts to private firms to provide services to the public and to City government. Many City contractors and subcontractors perform services that affect the proprietary interests of City government in that their performance impacts the success of City operations. The City holds a proprietary interest in the work performed by many employees employed by City contractors and subcontractors. In a very real sense, the success or failure of City operations may turn on the success or failure of these enterprises, for the City has a genuine stake in how the public perceives the services rendered for them by these businesses.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(b) **Definitions.** For purposes of the Equal Benefits Ordinance only, the following shall apply.

(1) **Awarding Authority** means any Board or Commission of the City, or any employee or officer of the City, that is authorized to award or enter into any Contract, as defined in this ordinance, on behalf of the City, and shall include departments having control of their own funds and which adopt policies consonant with the provisions of the Equal Benefits Ordinance.

(2) **Benefits** means any plan, program or policy provided or offered by a Contractor to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

(3) **Cash Equivalent** means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employee's Domestic Partner (or spouse, if applicable). The Cash Equivalent is equal to the direct expense to the employer of providing Benefits to an employee for his or her Domestic Partner (or spouse, if

applicable) or the direct expense to the employer of providing Benefits for the dependents and family members of an employee with a Domestic Partner (or spouse, if applicable).

(4) **City** means the City of Los Angeles.

(5) **Contract** means an agreement the value of which exceeds \$25,000. It includes agreements for work or services to or for the City; for public works or improvements to be performed; agreements for the purchase of goods, equipment, materials, or supplies; or grants to be provided, at the expense of the City or to be paid out of monies under the control of the City. The term also includes a Lease or License, as defined in the Equal Benefits Ordinance.

(6) **Contractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, or any governmental entity acting in its proprietary capacity, that enters into a Contract with any Awarding Authority of the City. The term does not include Subcontractors.

(7) **Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration.

(8) **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.

(9) **Equal Benefits Ordinance** means Los Angeles Administrative Code Section 10.8.2.1, *et seq.*, as amended from time to time.

(10) **Equal Benefits** means the equality of benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(11) **Lease or License** means any agreement allowing others to use property owned or controlled by the City, any agreement allowing others the use of City property in order to provide services to or for the City, such as for concession agreements, and any agreement allowing the City to use property owned or controlled by others.

(12) **Subcontractor** means any person or persons, firm, partnership, corporation, joint venture, or any combination of these, and any governmental entity, that assists the Contractor in performing or fulfilling the terms of the Contract. Subcontractors are not subject to the requirements of the Equal Benefits Ordinance unless they otherwise have a Contract directly with the City.

(c) **Equal Benefits Requirements.**

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) 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." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

**(d) Other Options for Compliance.** Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits;  
or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

**(e) Applicability.**

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property 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 that property is connected to a Contract with the City.

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.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

**(f) Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

**(g) Administration.**

(1) The DAA is responsible for the enforcement of the Equal Benefits Ordinance for all City Contracts. Each Awarding Authority shall cooperate to the fullest extent with the DAA in its enforcement activities.

(2) In enforcing the requirements of the Equal Benefits Ordinance, the DAA may monitor, inspect, and investigate to ensure that the Contractor is acting in compliance with the Equal Benefits Ordinance. Contractor's failure to cooperate with the DAA may result in a determination by the DAA that the Contractor is not in compliance with the Equal Benefits Ordinance, which may subject the Contractor to enforcement measures set forth in Section 10.8.2.1(h).

(3) The DAA shall promulgate rules and regulations and forms for the implementation of the Equal Benefits Ordinance. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

**(h) Enforcement.**

(1) If the Contractor fails to comply with the Equal Benefits Ordinance:

a. The failure to comply may be deemed to be a material breach of the Contract by the Awarding Authority; or

b. The Awarding Authority may cancel, terminate or suspend, in whole or in part, the contract; or

c. Monies due or to become due under the Contract may be retained by the City until compliance is achieved;

d. The City may also pursue any and all other remedies at law or in equity for any breach.

e. The City may use failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, *et seq.*, Contractor Responsibility Ordinance.

**(i) Non-applicability, Exceptions and Waivers.**

(1) Upon request of the Awarding Authority, the DAA may waive compliance with the Equal Benefits Ordinance under the following circumstances:

a. The Contract is for the use of City property, and there is only one prospective Contractor willing to enter into the Contract; or

b. The Contract is for needed goods, services, construction of a public work or improvement, or interest in or right to use real property that is available only from a single prospective Contractor, and that prospective Contractor is otherwise qualified and acceptable to the City; or



c. The Contract is necessary to respond to an emergency that endangers the public health or safety, and no entity which complies with the requirements of the Equal Benefits Ordinance capable of responding to the emergency is immediately available; or

d. The City Attorney certifies in writing that the Contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of the Equal Benefits Ordinance; or

e. The Contract is (i) with a public entity; (ii) for goods, services, construction of a public work or improvement, or interest in or right to use real property; and (iii) that is either not available from another source, or is necessary to serve a substantial public interest. A Contract for interest in or the right to use real property shall not be considered as not being available from another source unless there is no other site of comparable quality or accessibility available from another source; or

f. The requirements of the Equal Benefits Ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of the agency with respect to the grant, subvention or agreement, provided that the Awarding Authority has made a good faith attempt to change the terms or conditions of the grant, subvention or agreement to authorize application of the Equal Benefits Ordinance; or

g. The Contract is for goods, a service or a project that is essential to the City or City residents and there are no qualified responsive bidders or prospective Contractors who could be certified as being in compliance with the requirements of the Equal Benefits Ordinance; or

h. The Contract involves bulk purchasing arrangements through City, federal, state or regional entities that actually reduce the City's purchasing costs and would be in the best interests of the City.

(2) The Equal Benefits Ordinance does not apply to contracts which involve:

a. The investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit, bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code and/or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements;

b. Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that either:

(i) No person, entity or financial institution doing business in the City, which is in compliance with the Equal Benefits Ordinance, is capable of performing the desired transaction(s); or

(ii) The City will incur a financial loss or forego a financial benefit which in the opinion of the Treasurer or City Administrative Officer would violate his or her fiduciary duties.

(3) The Equal Benefits Ordinance does not apply to contracts for gifts to the City.

(4) Nothing in this Subsection shall limit the right of the City to waive the provisions of the Equal Benefits Ordinance.

(5) The provisions of this Subsection shall apply to the Equal Benefits Ordinance only. The Equal Benefits Ordinance is not subject to the exemptions provided in Section 10.9 of this Code.

(j) **Consistency with Federal or State Law.** The provisions of the Equal Benefits Ordinance do not apply where the application of these provisions would violate or be inconsistent with the laws, rules or regulations federal or state law, or where the application would violate or be inconsistent with the terms or conditions of a grant or contract with the United States of America, the State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

(k) **Severability.** If any provision of the Equal Benefits Ordinance is declared legally invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**(l) Timing of Application.**

(1) The requirements of the Equal Benefits Ordinance shall not apply to Contracts executed or amended prior to January 1, 2000, or to bid packages advertised and made available to the public, or any bids received by the City, prior to January 1, 2000, unless and until those Contracts are amended after January 1, 2000 and would otherwise be subject to the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to competitively bid Contracts that are amended after April 1, 2003, and to competitively bid Contracts that result from bid packages advertised and made available to the public after May 1, 2003.

(3) Unless otherwise exempt, the Equal Benefits Ordinance applies to any agreement executed or amended after January 1, 2000, that meets the definition of a Contract as defined within Subsection 10.8.2.1(b).

**SECTION HISTORY**

Added by Ord. No. 172,908, Eff. 1-9-00.

Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04; Subsecs. (b)(5) and (g)(2), Ord. No. 184,294, Eff. 6-27-16.

**Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. 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 consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. hiring practices;
2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. training and promotional opportunities; and
4. reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the Contractor to comply with this requirement or to

obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

#### SECTION HISTORY

Amended by: Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsec. C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

#### **Sec. 10.8.4. Affirmative Action Program Provisions.**

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the

Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

(a) Recruit and make efforts to obtain employees through:

(i) Advertising employment opportunities in minority and other community news media or other publications.

(ii) Notifying minority, women and other community organizations of employment opportunities.

(iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

(iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.



(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

- 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
- 2. Classroom preparation for the job when not apprenticeable;
- 3. Pre-apprenticeship education and preparation;
- 4. Upgrading training and opportunities;
- 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

#### SECTION HISTORY

Amended by Ord. No. 147,030, Eff. 4-28-75; Subsecs. A., B., C., Ord. No. 164,516, Eff. 4-13-89; Subsecs. B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F., Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 184,292, Eff. 6-27-16.

# Assignment of Anti-Trust Claims

## **ASSIGNMENT OF ANTI-TRUST CLAIMS**

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 – 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

# GOVERNMENT CODE

## SECTION 4550-4554

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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 under the 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

# Child Support Obligations

## **CHILD SUPPORT OBLIGATIONS**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10, contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.



## **Sec. 10.10. Child Support Assignment Orders.**

### **a. Definitions.**

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

### **f. Report of Employees Names to District Attorney.**

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

## **SECTON HISTORY**

Added by Ord. No. 172,401, Eff.2-13-99.

# Living Wage Ordinance

## LIVING WAGE ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements include, among other things : (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

For "Airport Employees," the living wage rate, effective **July 1, 2022**, is **\$18.04** per hour. Additionally, in accordance with Section 10.37.3(a) of the LWO, the health benefits are to be adjusted consistent with Section 10.37.2(a). Consequently, the health benefits will increase to **\$5.77** per hour or **\$23.81** per hour without health benefits.

**Compliance with LWO does not require any form to be submitted with the bid/proposal**, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions (Collective bargaining agreement with supersession language or Occupational license; 501(c)(3) Non-Profit Organizations or One-Person Contractors; Small Business (for lessees and licensees only)), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

**Once the contract is executed**, the contractor is required to complete and submit the following forms:

- [Employee Information Form](#)
- [Subcontractor Information Form](#)

**All the forms** pertaining to LWO compliance are available at: <https://bca.lacity.org/LWO%20Printable%20Forms>. Please follow the instructions on the forms for completion and submittal. If you have questions about LWO compliance at LAWA, please contact us at 424-646-5380 or [procurementrequirements@lawa.org](mailto:procurementrequirements@lawa.org).

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-2625 - Email: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org)

# City of Los Angeles

## CALIFORNIA



Eric Garcetti  
MAYOR

### **CURRENT AND PRIOR LIVING WAGE RATES FOR AIRPORT EMPLOYEES**

EFFECTIVE DATES	CASH WAGE + HEALTH BENEFITS (HB)	FULL CASH WAGE*
July 1, 2022 – June 30, 2023	\$18.04 + \$5.77 per hour in HB	\$23.81 per hour
July 1, 2021 – June 30, 2022	\$17.00 + \$5.67 per hour in HB	\$22.67 per hour
July 1, 2020 – June 30, 2021	\$16.50 + \$5.55 per hour in HB	\$22.05 per hour
July 1, 2019 – June 30, 2020	\$15.25 + \$5.34 per hour in HB	\$20.59 per hour
July 1, 2018 – June 30, 2019	\$13.75 + \$5.24 per hour in HB	\$18.99 per hour
July 1, 2017 - June 30, 2018	\$12.08 + \$5.18 per hour in HB	\$17.26 per hour
Oct 5, 2016 - June 30, 2017	\$11.68 + \$5.05 per hour in HB	\$16.73 per hour
July 1, 2016 – Oct 4, 2016	\$11.27 + \$4.91 per hour in HB	\$16.18 per hour
July 1, 2015 - June 30, 2016	\$11.17 + \$4.87 per hour in HB	\$16.04 per hour
July 1, 2014 - June 30, 2015	\$11.03 + \$4.81 per hour in HB	\$15.84 per hour
July 1, 2013 - June 30, 2014	\$10.91 + \$4.76 per hour in HB	\$15.67 per hour
July 1, 2012 - June 30, 2013	\$10.70 + \$4.67 per hour in HB	\$15.37 per hour

\*The "Full Cash Wage" is the wage rate that employees must receive if their employer does not provide them with health benefits.

### **For additional information or assistance, call:**

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, Suite 300  
Los Angeles, CA 90015  
Phone: (213) 847-2625 – Email: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org)

# **Exhibit K:**

## **Payment and Performance Bond Forms**

## Contractor's Performance Bond

Know all Men by these presents:

THAT \_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_, a corporation organized under the laws of  
the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the  
State of California, as surety(ies), are held and firmly bound unto THE CITY OF LOS ANGELES, A MUNICIPAL  
CORPORATION, as obligee, in the just and full sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

for the payment whereof well and truly to be made said principal and surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the foregoing obligation such, that whereas, the above bounden principal is about to  
enter into a contract, attached hereto, and incorporated by reference herein, with said obligee to do and perform the  
following, to-wit:

\_\_\_\_\_

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all  
documents incorporated therein by reference are expressly made a part hereof.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the contract or to the work to be performed thereunder shall in anywise affect  
its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition to  
the terms of the contract or the work, including any Task Order or Change Order.

NOW, THEREFORE, if the above bounden principal shall well and truly perform the work contracted to  
be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and  
conditions of said contract upon its part to be performed, then this obligation to be null and void, otherwise to  
remain in full force and effect.

No right of action shall accrue under this bond to or for the use of any person other than the obligee named herein.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

By \_\_\_\_\_  
ATTORNEY-IN-FACT

## CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said County, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_ known to me to be the \_\_\_\_\_ Secretary of \_\_\_\_\_ the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public in and for the County of \_\_\_\_\_, State of California

## INDIVIDUAL

or

## PARTNERSHIP ACKNOWLEDGMENT

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_ a Notary Public in and for THE said County and State, personally appeared \_\_\_\_\_ known to me to be \_\_\_\_\_ \*the person whose name is subscribed to \_\_\_\_\_ \*one of the partners of the partnership that executed the within instrument and acknowledged to me \_\_\_\_\_ \*that such partnership executed the same \_\_\_\_\_ \*that...he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the County of \_\_\_\_\_, State of California

\*Strike out words not applicable.

STATE OF

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and \_\_\_\_\_ before, me \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_, State of residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the within instrument, and also known to me to be the person \_\_\_\_\_ who executed it on behalf of said corporation therein named, and \_\_\_\_\_ he \_\_\_\_\_ acknowledged to me that such individual/partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in the \_\_\_\_\_ County of \_\_\_\_\_, the day and year in this certificate first above written.

Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_



**Payment Bond**  
**Know all Men by these presents:**

THAT WE \_\_\_\_\_, as principal, and \_\_\_\_\_, as surety(ies), are held and firmly bound unto the CITY OF LOS ANGELES, California, a municipal corporation, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for which, payment well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated \_\_\_\_\_, 20\_\_\_\_.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the City of Los Angeles for \_\_\_\_\_

\_\_\_\_\_ which contract is hereto attached and incorporated by reference herein, and to which reference is made for all particulars, and is required by said city to give this bond in connection with the execution of said contract;

Now, therefore, if said principal as contractor in said contract, or principal's subcontractor(s), fails to pay for any materials, provisions, provender or other supplies or teams used in, upon of for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the principal and its subcontractors pursuant to Sec. 18806 of the Revenue and Taxation Code of the State of California with respect to such work and labor, said surety (ies) will pay the same in an amount not exceeding the sum set forth above, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations, or their assigns, entitled to file claims under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with Section No. 3082) of the Civil Code of the State of California.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
Surety,

\_\_\_\_\_  
Surety,

*Corporation, Partnership or Individual Principal must have signatures acknowledged in the appropriate blank on the reverse hereof.*

*If a Corporation – Corporate Seal must be impressed hereon.*

## CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said County, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_ known to me to be the \_\_\_\_\_ Secretary of \_\_\_\_\_ the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_, State of California

## INDIVIDUAL

or

## PARTNERSHIP ACKNOWLEDGMENT

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_ a Notary Public in and for THE said County and State, personally appeared \_\_\_\_\_ known to me to be \_\_\_\_\_ \*the person whose name is subscribed to \_\_\_\_\_ \*one of the partners of the partnership that executed the within instrument and acknowledged to me \_\_\_\_\_ \*that such partnership executed the same \_\_\_\_\_ \*that...he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_, State of California

\*Strike out words not applicable.

STATE OF \_\_\_\_\_

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and \_\_\_\_\_ before, me \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_, State of residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the within instrument, and also known to me to be the person \_\_\_\_\_ who executed it on behalf of said corporation therein named, and \_\_\_\_\_ he \_\_\_\_\_ acknowledged to me that such individual/partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in the \_\_\_\_\_ County of \_\_\_\_\_, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_