

Design / Build
(D/B)

Request for Proposals

No. PK - CP01

for the

CENTRAL UTILITY PLANT REPLACEMENT

at the
LOS ANGELES INTERNATIONAL AIRPORT

VOLUME I

November 2009

LAX DEVELOPMENT

Los Angeles World Airports | Administration West Building
7301 World Way West , 9th Floor | Los Angeles, CA 90045

Los Angeles World Airports

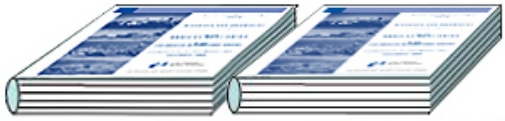
REQUEST FOR PROPOSALS DIAGRAM



VOLUME I: REQUEST FOR PROPOSALS **[Posted on City's BAVN Website]**
Letter of Request
Request For Proposals, Instructions To Proposers
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VOLUME II: PROJECT CRITERIA – DESIGN REQUIREMENTS
[Available for Pick-up from LAWA on CD-ROM]



VOLUMES IIIA & IIIB: PROJECT CRITERIA – PERFORMANCE SPECIFICATIONS
[Available for Pick-up from LAWA on CD-ROM]



VOLUME IV: PROJECT CRITERIA – DRAWINGS
[Available for Pick-up from LAWA on CD-ROM]



VOLUME V: REFERENCE DRAWINGS
[Available for Pick-up from LAWA on CD-ROM]



VOLUME VI: REFERENCE DRAWINGS AND REPORTS
[Available for Pick-up from LAWA on CD-ROM]



VOLUME VII: SENSITIVE SECURITY INFORMATION [CONFIDENTIAL]
[Will be distributed as part of STEP-TWO by LAWA on CD-ROM]
[Requires a signed Confidentiality Agreement]

WARNING: Volume VII contains Sensitive Security Information that is controlled under 49 CFR Parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know," as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

NOTICE

Volumes II through Volume VI are available on a CD-ROM. The CD-ROM can be picked up from: the 5th Floor Desk at 7301 World Way West, Los Angeles, CA 90045, or David Johnson, Senior Contracts Manager (310) 846-1910.

Los Angeles World Airports

LAWA LETTER OF REQUEST

November, 2009

REQUEST FOR PROPOSALS (RFP) CENTRAL UTILITY PLANT (CUP) REPLACEMENT, NO. PK-CP01

To Whom It May Concern:

The City of Los Angeles, Los Angeles World Airports (LAWA) is requesting proposals from qualified **Design/Build firms** capable of performing Design/Build services pursuant to a Design/Build contract for the construction of **the CENTRAL UTILITY PLANT REPLACEMENT** and Distribution Piping Project (**Project**) with an estimated construction cost of $200 to $300 million. This Project is a component of the Utilities and Infrastructure Element which is contemplated as a part of the LAX Development Program at Los Angeles International Airport (LAX). It is the intention of LAWA to enter into a contract with the selected Proposer to provide Design/Build services as described in the attached documents. The construction services will proceed only if the Project is approved pursuant to the required environmental review under California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq., as described in the attached documents.

GENERAL DESCRIPTION:

The Central Utility Plant Replacement Project will provide LAX with a replacement Central Utility Plant and equipment including: electric driven centrifugal chillers, steam-driven chillers, gas-turbine-driven generators with heat recovery steam generators (co-generation) and associated equipment including but not limited to: stand-by boiler, primary and secondary chilled water pumps, cooling towers, underground thermal energy storage tank and system, Central Utility Plant Building itself, new Maintenance shop and offices, associated electrical systems and switchgear, new state-of-the-art central digital control and fire alarm systems, demolition of the existing CUP building, Shop building, transformer building, cooling towers and equipment and other related scope. Also included in the scope of this project is the installation of replacement thermal utility distribution piping (heating and cooling water supply and return piping), electrical and communications duct banks, reclaimed water, fire water, and potable water piping.

LAWA's selection process of the Design/Build Proposer is a three-step proposal process consisting of:

1. **The Step-One Administrative Requirements and Qualifications Proposal** evaluation which is based upon established criteria outlined in the RFP. Those Proposers that meet the Administrative Requirements and pass the Qualifications and score **80 or more points out of 100** possible points will be invited to submit a Step-Two Technical Proposal .
2. **The Step-Two Technical Proposals**
   a). The invited Proposers will submit an Initial Technical Proposal and will then participate in a Technical Discussion process of their Initial Step-Two Technical Proposals conducted by the LAWA Evaluation Panel. At these Technical Discussions, proposals will be discussed on the basis of compliance with the RFP requirements and the merits of the proposal rather than comparing one proposal against another.
   b). These Proposers will then submit their Final Technical Proposals for a scored evaluation based upon established criteria outlined in the RFP. No changes to the Technical Proposals will be allowed after Final Technical Proposals are received. Those Proposers whose Technical Proposals receive **3600 or more points out of 4000** possible points will be invited to submit a Step-Three Design/Build Price Proposal.
3. **The Step-Three Design/Build Price Proposal** from Invited Proposers from which LAWA will select a Proposer to provide the Design/Build services based on the Lowest Price.

PROPOSER MINIMUM REQUIREMENTS

The Proposer must be licensed in the State of California as a Class A, General Engineering Contractor and a Class B, General Building Contractor and Proposer's Designer must be licensed to practice in the State of California. The Proposer must have demonstrated success, skill, experience and knowledge in providing a wide range of design and construction services in large capital improvement programs, Central/Cogeneration Plants in environments similar to an Airport, with a bonding capacity of $300 million in order to propose for this project. The Proposer should have previous successful experience in delivering fast track Design/Build projects.

MANDATORY PRE-PROPOSAL CONFERENCE AND JOB WALK

A MANDATORY PRE-PROPOSAL CONFERENCE AND JOB WALK will be held at:

1:00 p.m. Pacific Time, Tuesday December 1, 2009.
in the Board Room at
The Clifton A. Moore Administration Building,
1 World Way, Los Angeles, California 90045.

It is mandatory for Proposers to attend the Pre-Proposal Conference. At the Conference, LAWA will present an overview of the Project and of the LAX Development Program. The procurement process, schedule, and administrative requirements for the Project will also be reviewed. Proposers that do not attend the Pre-proposal Conference may be found non-responsive.

The Job Walk will take place immediately after the Pre-Proposal Conference. While each potential Proposer must be represented on the Job Walk, Because of the logistics and space constraints of the site, it is requested that a maximum two participants per Proposer attend the Job Walk.

Please contact LAWA at (310) 846-3080 at least 24 hours in advance, to arrange for accommodations for those with disabilities who plan to attend the Pre-Proposal Conference.

THE STEP-ONE ADMINISTRATIVE REQUIREMENTS AND QUALIFICATIONS PROPOSAL SUBMITTALS LOCATION AND DUE DATE

The **Step-One Proposal** shall be prepared in accordance with the Instructions to Proposers attached hereto and be submitted to LAWA not later than:

2:00 PM Pacific Time, Tuesday December 22, 2010
at the 5th Floor Desk
ATTN: David Johnson, Senior Contracts Manager
7301 World Way West, Los Angeles, CA 90045
at Los Angeles International Airport

PROHIBITED PROPOSER COMMUNICATIONS

Proposers may not contact or communicate with any Los Angeles City employee, elected official, or any LAWA consultant in relation to the selection process, other than David Johnson, at any time prior to the notification that the Contract has been awarded to the qualified firm with the lowest cost to LAWA. Until notification is received, all communications must be in writing and directed:

via email to adgprocurement@lawa.org
Subject: Central Utility Plant (RFP No. PK-CP01)
Attention: David Johnson

Failure to comply with these procedures may result in disqualification of the involved firm, at the sole discretion of LAWA.

RIGHT TO REJECT PROPOSALS

LAWA reserves the right to reject any or all proposals and to waive any informality in the proposals when to do so would be to the advantage of LAWA. The receipt of proposals shall NOT in any way, obligate LAWA, the Board of Airport Commissioners, or the City of Los Angeles to enter into an agreement, or any other contract of any kind with any prospective Proposer.

CITY POLICIES AND AGREEMENTS

Construction contracts made and entered into by the City of Los Angeles are subject to Minority, Women, and Other Business Enterprise Utilization and Equal Employment Opportunity Rules adopted by the City of Los Angeles. This Project is subject to a Project Labor Agreement.

LOS ANGELES WORLD AIRPORTS

Gina Marie Lindsey
Executive Director

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RFP VOLUMES II THROUGH VI [Under Separate Covers (CD-ROM)]
RFP VOLUME VII [Requires a signed Confidentiality Agreement]



Los Angeles
World Airports

DESIGN/BUILD

REQUEST FOR PROPOSALS

No. PK-CP01

CENTRAL UTILITY PLANT REPLACEMENT

REQUEST FOR PROPOSALS
CENTRAL UTILITY PLANT REPLACEMENT
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UNDER SEPARATE COVER TO BE DISTRIBUTED WITH STEP-TWO INVITATIONS

PROPOSER MUST SIGN ATTACHMENT 8, CONFIDENTIALITY AGREEMENT TO RECEIVE THIS VOLUME!

VOLUME VII SENSITIVE SECURITY INFORMATION (SSI) [49 CFR PARTS 1520 & 1542]

WARNING: Volume VII contains Sensitive Security Information that is controlled under 49 CFR Parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know," as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

REQUEST FOR PROPOSALS

INSTRUCTIONS TO PROPOSERS

I. INTRODUCTION:

The City of Los Angeles, Los Angeles World Airports (LAWA) invites qualified firms to submit **Design/Build Proposals** in response to this **REQUEST FOR PROPOSALS (RFP)** for the **CENTRAL UTILITY PLANT (CUP) REPLACEMENT (Project), NO. PK - CP01** with an estimated construction cost of $200 to $300 million.

II. SCOPE OF WORK:

The Central Utility Plant Replacement scope includes, but is not limited to, design and construction of:

A. The new CUP shall have the capacity to supply 19,560 tons of cooling and 29,500 gpm of chilled water; and 2880 gpm of heating hot water. The Design/Builder shall guarantee chilled water to be delivered at 40°F supply water (CHWR is 56°F) leaving the CUP and no greater than 41°F when reaching each Terminal Pump Room at all flow rates between 25% and 100% design capacity. The Design Builder shall guarantee heating water to be delivered at 220°F supply water (HWR is 170°F) leaving the CUP and no less than 218°F when reaching each Terminal Pump Room at all flow rates between 25% and 100% design capacity.

B. Replacement Central Utility Plant Building which will include mechanical cranes, offices, a control room, freight elevator, fire protection system, communications equipment and other associated facilities.

C. Maintenance Shop including cranes and a limited quantity of shop Furniture, Fixtures, and Equipment (FFE).

D. Chilled Water System including: electric-driven centrifugal chillers, steam-driven chillers, primary and secondary pumps, local instrumentation and controls and supervisory controls and associated piping, pressure vessels and other appurtenances.

E. Heating Hot Water System including: heat recovery steam generators, stand-by boiler, steam-to-hot-water heat exchangers, pumps, local instruments and controls and supervisory controls and associated piping, pressure vessels and other appurtenances.

F. Cooling towers and associated equipment, instruments and controls and associated piping, pressure vessels and other appurtenances.

G. Gas turbine driven generators with heat recovery steam generators (co-generation) and associated instruments, and associated piping pressure vessels and other appurtenances.

H. Electrical Systems, including paralleling switchgear, motor control centers, switchboards, variable frequency drives, transformers and lighting.

I. Supervisory Fire Alarm System for the CUP and the CTA.

J. State-of-the-art direct digital control (DDC) system.

K. Facility Management and Control Systems (FMCS) located in the control room and related control equipment to be furnished for installation in the mechanical rooms of the terminals.

L. Distribution piping, and appurtenances including valves, valve vaults, valve assemblies and control valves.

M. Underground Thermal Energy Storage (TES) tank and associated equipment, instrumentation & controls, pumps, piping and appurtenances.

N. Demolition of the existing CUP building, shop building, transformer building, cooling towers and equipment.

O. The installation of replacement thermal utility distribution piping (heating and cooling water supply and return piping), reclaimed water and fire water piping.

P. Communications & Power Duct Bank for LAWA and Power Duct Bank for LADWP.

Q. Renovation and expansion of Industrial Station (IS)-2299. Work involves major equipment which is owned by LADWP. Must coordinate with LADWP who is responsible for upgrades of equipment components and to assist in interconnection agreement with LADWP.

R. Start Up, Commissioning, Operator training and Operations Manuals.

III. DESCRIPTION OF THE PROJECT CHALLENGES:

A. Phasing: It is critical to maintain chilled and hot water flow to the existing terminals at all times during construction. Consequently, the existing CUP must remain in operation until the Replacement Central Utility Plant is operational.

1. Project Criteria documents anticipate that the project needs to be constructed in two distinct phases - Phase 1; Replacement CUP construction, commissioning and activation; Phase 2; Decommissioning and Demolition of the existing CUP and construction of the underground Thermal Energy storage system and the Maintenance Shop/Office Building.

2. A significant factor in the project is the delivery of chilled and hot water to the new Bradley West terminal facilities- as early as possible but not later that the Fall of 2012. Specific schedule milestones are found in the Project Criteria documents.

B. The site is bounded to the East by the FAA Tower, on the North and South by roadways and on the West by the existing Central Utility Plant (CUP). Due to limited space in the immediate area, awarded Design Builder must maintain the roads open as much as possible. The land immediately north and south of the Replacement Central Utility Plant is occupied by parking structures open to the public.

C. While LAWA is going to remove or re-locate some existing utilities at the Replacement Central Utility Plant site, prior to the awarded Design Builder taking charge of the site, there are a number of utilities remaining which will require interconnection or relocation by the selected Design Builder.

D. The utility distribution system to be provided as part of this project includes interconnecting with existing piping as well as providing completely new services to new terminals and replacement or bypassing of some existing piping. While the Project Criteria documents illustrate locations for interconnection the Proposer is encouraged to examine and propose alternate solutions which will provide reliable switchover capability but may offer other advantages to LAWA. The Project Criteria documents include available underground utility data for use by the Proposers. For scoping purposes, the Proposers may rely on this data, but the awarded Design Builder will be responsible for validating the actual locations of existing utilities prior to excavation.

E. The Exterior Architecture of the Replacement Plant has been reviewed by the Los Angeles Cultural Affairs Commission; any changes resulting from that review/approval process will be communicated to the proposer's via addendum. The awarded Design Builder must obtain a final approval from the Los Angeles Cultural Affairs Commission with a design that is consistent with the concept approved by the Commission.

F. Management of Traffic: The Project jobsite is located within the active Central Terminal area of one of the country's busiest airports – and the job will require careful planning to minimize the impacts on the travelling public.

G. Permitting and Title V: The awarded Design Builder, working together with LAWA, shall be responsible for all permits, including but not limited to Title V, South Coast Air Quality Management District (SCAQMD), continuous emissions monitoring system (CEMS), and best available control technology (BACT) for all equipment that emits air contaminants. The awarded Design Builder shall ensure that their proposed design takes into account a solution that does not exceed the emissions allowances as discussed in the Environmental Impact Report (EIR).

IV. MANDATORY PRE-PROPOSAL CONFERENCE AND JOB WALK:

LAWA will conduct a Pre-Proposal Conference, the date, time and location of which is contained in the Request For Proposals' Letter of Request. At the Conference, LAWA will present an overview of the Project and the LAX Development Program. The procurement process, schedule, and administrative requirements for the Project will also be reviewed.

Attendance at this conference is mandatory. Proposers that do not attend the Pre-Proposal Conference may be found non-responsive.

LAWA will also conduct a Job Walk immediately following the Pre-Proposal Conference.

V. SUMMARY PROCUREMENT SCHEDULE:

Pre-Proposal Conference & Job Walk ……..…….	**Tuesday December 1, 2009 at 1:00 p.m.**
Step-One Admin Reqmts & Quals Proposal Due:	**Tuesday December 22, 2009 at 2:00 p.m.**
Step-One Quals Proposal Evaluation Period: ...	**Wed December 23 - Monday January 4, 2010.**
Invitations to Step-Two to Qualified Proposers ……..	**Tentative Tuesday January 5, 2010**
INITIAL Step-Two Technical Proposal Due ……..	**Tentative Tuesday March 9, 2010 at 2:00 p.m.**
Initial Step-Two Proposal Technical Discussion ….	**Tentative Wed. March 24 - March 23, 2010**
FINAL Step-Two Technical Proposal Due ……..	**Tentative Tuesday April 13, 2010 at 2:00 p.m.**
Final Step-Two Technical Proposal Eval Period ……..	**Tentative Wed. April 14 - April 27, 2010**
Invitations to Step-Three to Qualified Proposer List ……	**Tentative Wednesday April 28, 2010.**
Step-Three Price Proposal Due ……..……..…..	**Tentative Tuesday May 11, 2010 at 2:00**
Anticipated Award Date ……..…….……...…	**Tentative Monday July 14, 2010.**

VI. SUMMARY OF LAWA'S SELECTION PROCESS FOR THIS RFP

LAWA's selection process of the Design/Build Proposer is a three-step proposal process consisting of:

A. **The Step-One Administrative Requirements and Qualifications Proposal** evaluation which is based upon established criteria outlined in the RFP. Those Proposers that meet the Administrative Requirements and pass the Qualifications and score **80 or more points out of 100** possible points will be invited to submit a Step-Two Technical Proposal .

B. **The Step-Two Technical Proposals**

1. The invited Proposers will submit an Initial Technical Proposal and will then participate in a Technical Discussion process of their Initial Step-Two Technical Proposals conducted by the LAWA Evaluation Panel. At these Technical Discussions, proposals will be addressed on the basis of compliance with the RFP requirements and the merits of the proposal rather than comparing one proposal against another.

2. These Proposers will then submit their Final Technical Proposals for a scored evaluation based upon established criteria outlined in the RFP. No changes to the Technical Proposals will be allowed after Final Technical Proposals are received. Those Proposers whose Technical Proposals receive **3600 or more points out of 4000** possible points will be invited to submit a Step-Three Design/Build Price Proposal.

C. **The Step-Three Design/Build Price Proposal** from Invited Proposers from which LAWA will select a Proposer to provide the Design/Build services based on the Lowest Price.

VII. INTERPRETATION OF THE REQUEST FOR PROPOSALS DOCUMENTS:

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP Documents. Such requests must be made in writing by email to:

adgprocurement@lawa.org
Subject: Central Utility Plant (RFP No. PK-CP01)
Attention: David Johnson

The e-mail or fax must have the words "Request for Clarification" and "RFP No. PK-CP01" in the email subject line, and must be received not later than fourteen (14) calendar days before the date and time set for receipt of Proposals. All RFP documents and related documents including Question and Answers will be posted on, and downloadable from, the following:

WWW.LABAVN.ORG

LAWA will not accept or respond to oral inquiries. It shall be the proposer's responsibility to ensure it has reviewed all such interpretations or clarifications.

If LAWA determines that a decision or interpretation requires that an addendum to the RFP document be issued, such addendum will be in writing and signed by LAWA and posted on the above-noted website.

A notice of each addendum will be e-mailed to each of the planholders and will be posted on the City of Los Angeles' Business Assistance Virtual Network web site. Addenda so issued are to be considered a part of this RFP.

VIII. ADDENDA:

LAWA reserves the right to revise the RFP documents at any time. Any such revision(s) shall be done exclusively through, and described in, addenda to the RFP which shall be posted at

WWW.LABAVN.ORG

If LAWA determines that the addenda may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that LAWA determines will allow Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to LAWA shall be included in the addenda.

Only changes made to the RFP by addenda are binding on both LAWA and the Proposers. All addenda will be clearly identified as such.

It shall be the Proposer's responsibility to ensure it has received and reviewed all such addenda to the proposal documents. LAWA may disqualify the Proposer for any failure to acknowledge receipt of addenda

IX. EXCLUSION OF COST OR PRICE INFORMATION

No cost or price information is to be included in the Step-One or Step-Two Proposals. Inclusion of cost or price amounts in the Step-One or Step-Two Proposals may be sufficient basis for LAWA to disqualify either Proposal.

X. SIGNING OF PROPOSAL:

A. When signing the Proposals, each party signing must 1) state that the facts represented in the proposal are true and correct and 2) he or she has authority to sign on behalf of the contracting entity.

B. If the Proposer is a corporation, it shall include with its Step-One Proposal a certificate showing that it is qualified to do business in the State of California, along with a Certificate of Incumbency. If the Proposer is a partnership or joint venture, the Proposer must submit with its proposal a copy of the partnership or joint venture agreement. That agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to LAWA for completing all of the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work.

XI. ONLY ONE PROPOSAL ACCEPTED:

LAWA will accept only one Proposal at each Step for this Design/Build RFP from any one Proposer. This includes proposals submitted under different names by one firm, corporation, partnership, or joint venture. Evidence of collusion among Proposers shall be grounds for exclusion of any Proposer who is a participant in any such collusion.

XII SUBCONSULTANT PROHIBITIONS:

A. Firms or teams that are submitting a proposal for this Design/Build RFP are precluded from participation as a subconsultant with any other firms submitting a proposal for this work. However, subconsultants may be named on more than one proposal.

B. Firms or teams that are submitting a proposal for this Project are precluded from using consultants and/or subconsultants that are performing work for the design, engineer, or management teams on this Project.

XIII. VALIDITY OF PROPOSAL:

All Proposal submittals under this RFP must be valid for a period of not less than one-hundred eighty (180) consecutive calendar days from the date of receipt by LAWA of the Step-3, Design/Build Price Proposal or until after a contract for the work described in these Proposal documents is fully executed by LAWA, whichever date is earlier.

XIV. EXECUTION OF CONTRACT:

The Proposer may not limit, change, modify or qualify the Contract terms and conditions in its proposal. The successful Proposer will be required to execute a Contract with the same terms and conditions as those set forth in the Contract documents, RFP Attachment 4. The Proposer recommended by the Executive Director for award will be required to execute the Contract PRIOR to the meeting at which the Board of Airport Commissioners (BOAC) will consider the award. The Proposer must satisfy LAWA that the insurance requirements as set forth in the Administrative Requirements and the bonding requirements as set forth in the Contract Documents have been met prior to commencing the work on the Contract.

Any and all agreements arising out of Proposals submitted hereunder shall not be binding on LAWA, its officers, employees, or agents unless duly executed by LAWA in accordance with applicable laws.

XV. PROTESTS OF RFP CONTENT AND PROTESTS OF AWARD:

The procedures and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

The purpose of the following procedures is to provide a method for resolving, prior to receipt of proposals, protests regarding the content of this RFP, or prior to award, protests regarding the award of contracts by LAWA. This procedure will enable the BOAC to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

A. Protests of RFP Content

1. A protest and all required copies relative to the Content of the Request For Proposals (RFP), must be submitted in detail, in writing, signed by the protestor or by a representative of protestor, and received in the offices of the Los Angeles City Attorney's Office, Airport Division, and the office of the BOAC, at the below addresses, before 5:00 p.m. of the fifth business day after issuance of the RFP by LAWA. The protest shall contain a full and complete statement specifying, in detail, the factual grounds and legal basis of the protest of the Content of the RFP. The protest shall refer to the specific portion of the RFP, or other related document which forms the basis for the protest. The protest must include the name, address, and telephone number of the protestor and protestor's representatives.

2. All protests must be addressed to:

The Office of the City Attorney, Airport Division,
One World Way, Room 104,
Los Angeles, CA 90045

with a copy to the:

Secretary of the BOAC
One World Way
Los Angeles, CA 90045

3. Only protests meeting the above criteria will be reviewed and submitted to the BOAC. The BOAC will issue its decision regarding the protest. If the BOAC determines that the protest was frivolous, the party originating the protest may be determined by the BOAC to be non-responsible and that party may be determined to be ineligible to submit a proposal in response to this RFP

B. Protests of Recommended Award

1. A protest and all required copies relative to a Recommendation to Award of a contract to a particular proposer on this RFP, must be submitted in detail, in writing, signed by the protestor or by a representative of protestor, and received in the offices of the Los Angeles City Attorney's Office, Airport Division, and the office of the BOAC, at the below addresses, before 5:00 p.m. of the fifth business day after issuance by the Executive Director of a Recommendation to Award a Contract to a particular proposer to the RFP. The protest shall contain a full and complete statement specifying, in detail, the factual grounds and legal basis of the protest. The protest shall refer to the specific portion of the Request For Proposals, any submitted proposal, or other document which forms the basis for the protest. The protest must include the name, address, and telephone number of the protestor and protestor's representatives.

2. All protests must be addressed to the Office of the City Attorney, Airport Division, One World Way, Room 104, Los Angeles, CA 90045 with a copy to the Secretary of the BOAC at One World Way, Los Angeles, CA 90045.

3. The party filing the protest must, at the same time as delivery to the City Attorney's office and the secretary of the BOAC as set forth above, deliver a copy of the protest and any accompanying documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other proposers.

4. The BOAC will only consider protests by any proposer(s) who appear(s) to have a substantial and reasonable prospect of receiving an award if the protest is sustained.

5. Only protests meeting the above criteria will be reviewed and submitted to the BOAC. Protesting and potentially affected parties will be notified of the time and date that the protest will be discussed in a public session of the BOAC. Protesting parties will be given an opportunity to present their arguments at the public session.

6. Following the public discussion of the protest, the BOAC will issue its decision regarding the protest. If the BOAC determines that the protest was frivolous, the party originating the protest may be determined by the BOAC to be non-responsible and that party may be determined to be ineligible for future contract awards.

XVI. RIGHT TO VERIFY INFORMATION:

LAWA reserves the right to verify all submitted information, including contacting the referenced clients. All information stated in the proposal shall be factual, truthful and shall not be misrepresented in any manner. Any information stated in the proposal found to be a misrepresentation of past experiences shall be considered as grounds for disqualification of the proposal.

XVII. RIGHT TO REJECT PROPOSALS:

LAWA reserves the right to reject any or all proposals and to waive any informality in the proposals when to do so would be to the advantage of LAWA. The receipt of proposals shall NOT in any way, obligate LAWA, the Board of Airport Commissioners, or the City of Los Angeles to enter into an agreement, or any other contract of any kind with any prospective Proposer.

XVIII. REPRODUCTION AND PERSONAL USE OF INFORMATION:

LAWA shall not be responsible in any manner for the costs associated with the submission of the proposals. The proposals, including all drawings, plans, photos, and narrative material, shall become the property of LAWA upon receipt by LAWA. LAWA shall have the right to copy, reproduce, publicize, or otherwise dispose of each submittal in any way that LAWA selects. LAWA shall be free to use as its own, without payment of any kind or liability therefore, any idea, scheme, technique, suggestion, layout, or plan received during this proposal process.

XIX. GENERAL FORMATTING OF ALL PROPOSAL PARTS

A. PROPOSAL LETTER FORMS

Proposers shall submit their signed Letters using the exact letter contents contained in RFP Attachments.

B. PREPARATION OF PROPOSAL FORMAT

1. Proposers shall submit their Proposal Submittals in accordance with the format contained in RFP.
2. The Proposer shall ensure that each page of its proposal is identified with the Project Name, RFP number, the Proposal Step, Proposer's name, and page number.
3. Proposals shall be prepared on 8 ½" x 11" paper, bound on the long side. A limited number of 11" x 17" fold-out sheets may be included.
4. Proposals shall use ARIAL 11 point font.
5. Proposals shall use the forms provided herein and be in a format and sequencing commensurate with the Step-One portion of the RFP (in the order the requirements are listed).
6. Proposals shall include a table of contents.
7. Proposals shall include tabbed sections.
8. All text shall be clear of binding.
9. The Proposer's Step-One Proposal Part 1D, Qualifications Proposal and Step-Two Proposal Part 2B, Technical Proposal shall not exceed 80 pages each. This page limit does not include:
   a). covers, resumes, organizational charts, questionnaire, disclosure of legal and administrative proceedings and financial condition, tabs, and
   b). LAWA required forms.
   c). Step-One Proposals which contain unnecessarily elaborate art work, marketing brochures or expensive paper and/or bindings are highly discouraged.

STEP-ONE ADMINISTRATIVE REQUIREMENTS & QUALIFICATIONS PROPOSAL

XX. PREPARATION OF STEP-ONE PROPOSAL PARTS 1A & 1B

A. STEP-ONE PROPOSAL PART 1A, ADMINISTRATIVE REQUIREMENTS FORMS

The Proposer shall complete all the Administrative Requirements Forms enclosed herein as RFP Attachment 1.A, Step-One Proposal Parts 1A. as well as initial all interlineations, alterations or erasures in its submittals. The Proposer shall not delete, modify or supplement the printed matter on the Administrative Requirements Forms, or make substitutions thereon. If the Proposer is a joint venture or partnership, each member of the joint venture or partnership must respond to all elements of the Administrative Requirements. A copy of each Proposer entities' articles of incorporation, joint venture or partnership agreement must be included with Step-One Proposal Part 1A, Administrative Requirements Forms.

The Proposers shall complete all forms and submit the completed forms with the Step-One Proposal.

B. STEP-ONE PROPOSAL PART 1B, SURETY LETTER OF INTENT FORM

Submit a letter of intent to issue Performance and Payment Bonds to the Proposer from a listed California-approved surety. The letter of intent may be submitted by a third-party representative of the Surety so long as the Proposer includes with the letter of intent evidence of the third party's authority to make the representations on behalf of the Surety. A sample Surety Letter of Intent is attached as Attachment 1B.

XXI. PREPARATION OF STEP-ONE PROPOSAL PARTS 1C & 1D

A. STEP-ONE PROPOSAL PART 1C, PROPOSAL LETTER FORM

Proposers shall submit their signed Step-One Proposal Letters using the exact letter contents contained in RFP Attachment 1C, Step-One Proposal Part 1C.

B. STEP-ONE PROPOSAL PART 1D, QUALIFICATIONS

The Proposer shall submit the Step-One Qualifications Proposal using the Format enclosed herein as RFP Attachment 1.D, Step-One Proposal Part 1D. as well as initial all interlineations, alterations or erasures in its submittals. If the Proposer is a joint venture or partnership, each member of the joint venture or partnership must respond to all elements of the Qualifications Requirements. A copy of each Proposer entities' articles of incorporation, joint venture or partnership agreement must be included with the Step-One Proposal Part 1D, Qualifications Format.

XXII. GENERAL PREPARATION OF STEP-ONE PROPOSAL SUBMITTAL PACKAGE:

The Step-One Proposal shall be submitted in accordance with the Instructions To Proposers and meet all of the requirements of the Request For Proposal forms and Formats which are attached hereto, and submitted to LAWA not later than:

2:00 PM Pacific Time, Tuesday December 22, 2009
at the 5th Floor Desk
Attn: David Johnson, Senior Contracts Manager
7301 World Way West, Los Angeles, CA 90045
at Los Angeles International Airport

The Proposal Package shall be CLEARLY identified as to content, and addressed as follows:

Proposer Name _____
Contact Name _____
Contact E-Mail _____
Contact Phone Number _____

RFP PK-CP01 CUP REPLACEMENT
STEP-ONE ADMIN & QUALS PROPOSAL

Label in Upper Left-Hand Corner of Package

LAWA – LAX DEVELOPMENT
Engineering & Project Management
5th Floor
Attn: David Johnson, Sr Contracts Manager
7301 World Way West
Los Angeles, CA 90045

Label in Center of Package

The Proposal submittals will be time stamped to validate timely receipt. Proposals received after this time will be time stamped, rejected by LAWA, and returned to the Proposer unopened.

The Step-One Proposal Parts 1A & B, Administrative Requirements and Parts 1C & 1D, Qualifications Proposal may be submitted in the same box or package but must be clearly

identified as the evaluations of each are performed by separate LAWA groups in different locations.

The Proposer shall complete all forms. Where the form is inapplicable, the Proposer shall state "N/A." The Proposer shall initial all interlineations, alterations or erasures in its submittals. Except as otherwise specifically directed herein, the Proposer shall not supplement the printed matter on the required forms, or make substitutions thereon.

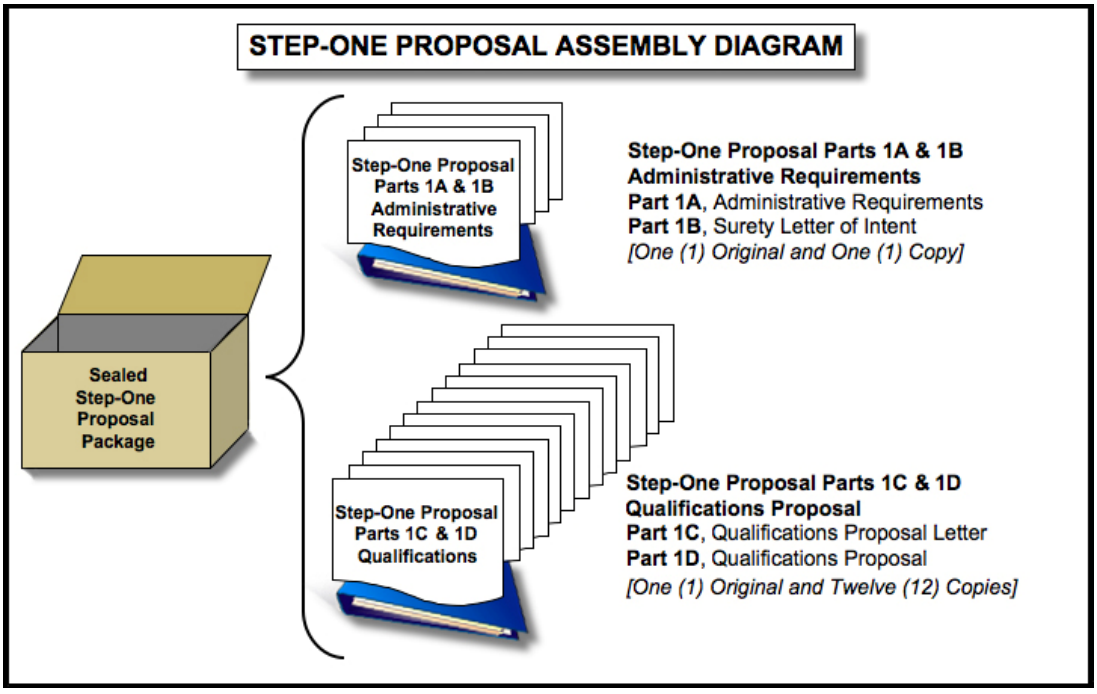
The Proposer's completed forms and narrative shall constitute its official submittals. The Proposer, by submitting its Step-One Administrative Requirement Submittal and its Qualifications Narrative Proposal acknowledges that it understands the Contract and the Scope of Work, and that the Proposer shall be able to perform as required.

XXIII. NUMBER OF STEP-ONE PROPOSAL COPIES & PACKAGING INSTRUCTIONS:

The Proposer must submit:

- One (1) original and one (1) copy of Step-One Proposal Parts:
  - 1A, Administrative Requirements, and
  - 1B, Surety Letter of Intent.
- One (1) original and twelve (12) copies of Step-One Proposal Parts:
  - 1C, Qualifications Proposal Letter, and
  - 1D, Qualifications Proposal.

The following illustration is how the Step-One Proposal must be identified, packaged, and submitted.



XXIV. EVALUATION OF STEP-ONE PROPOSALS:

Proposal Evaluation Methodology:

Disqualification – Any attempt by a Proposer to improperly influence a member of the Evaluation Panel directly or indirectly during the Proposal evaluation and scoring process will result in the elimination of that Proposer from consideration.

The Evaluation Panel will evaluate Step-One Proposals as follows:

A. **Step-One Proposal Parts 1A & 1B: Evaluation of Administrative Requirements** – The purpose of this requirement is to determine the responsiveness of the Administrative Requirements Submittal. This evaluation is conducted on a Pass/Fail basis. The submittal will be reviewed by LAWA to determine if it is complete. Proposer's failure to comply with the instructions or to submit a complete proposal may result in it being deemed non-responsive. LAWA reserves the right to waive minor irregularities.

Only those proposals determined to be responsive will be considered for further evaluation, scoring and ranking. LAWA reserves the right to reject all proposals if it is deemed in the public interest to do so.

B. **Step-One Proposal Parts 1C & 1D: Evaluation of the Qualifications Proposal -** Initial Rating of Proposals – Responsive proposals will be rated independently by members of the Evaluation Panel on a scale of 1 to 100, as to how well the Proposer responded to each of the requirements identified as well as to the merits of those responses. The score for each sub-category will then be calculated by multiplying the Category Rating given for each sub-category by the Category Weight for that sub-category. The scores for each sub-category will be added to come up with the "Total Qualifications Score" for each proposal.

Step-One Proposals that Pass and Score **80 or more Points out of 100** will be invited to submit Step-Two Technical Proposals.

PK-CP01, CENTRAL UTILITY PLANT REPLACEMENT EVALUATION CRITERIA

XXIV. STEP ONE QUALIFICATIONS PROPOSAL WEIGHTED SCORING SHEET

Step One Proposal Part	Description	Category Weight (assigned)	X	Category Rating (1-100 Points)	=	Scores (calculated)
1A.	ADMINISTRATIVE REQUIREMENTS	PASS/FAIL				
1B.	SURETY LETTER OF INTENT	PASS/FAIL				
1C.	PROPOSAL LETTER	PASS/FAIL				
1D.	QUALIFICATIONS PROPOSAL					
	1. Safety Record: EMR maximum of 1.25	PASS/FAIL				
	2. Qualifications WEIGHT = 100 PERCENT					
	a). Personnel Experience	20%	X		=	
	b). Organization Experience					
	1). Prime Design Builder Design Build Experience – Projects over $100 million	30%	X		=	
	2). Prime Design Builder Project Experience – Related Projects - Utility/Process/Power/Cogeneration Plants	20%	X		=	
	3). Designer: Central Plant Cogeneration Design Experience	20%	X		=	
	4). Design Build Team: prior work together	5%	X		=	
	5). Design Build Team: Congested Environment Experience	5%	X		=	
	STEP-ONE PROPOSAL QUALIFICATIONS TOTAL SCORE	**100 Points Possible**				

NOTICE: Those Proposers whose Step-One Proposals Pass and Score Eighty (80) or more Points will be invited to submit Step-Two Technical Proposals

STEP-TWO TECHNICAL PROPOSAL

NOTICE: STEP-ONE PROPOSERS ARE NOT TO PROCEED WITH STEP-TWO PROPOSALS UNLESS SPECIFICALLY INVITED IN WRITING FROM LAWA.

XXV. SUMMARY OF THE STEP-TWO TECHNICAL PROPOSAL PROCESS

A. The invited Proposers will submit an Initial Technical Proposal and will then participate in a Technical Discussion process of their Initial Step-Two Technical Proposals conducted by the LAWA Evaluation Panel. At these Technical Discussions will be addressed on the basis of compliance with the RFP requirements and the merits of the proposal rather than comparing one proposal against another. During the Technical Discussion, no information from a proposal will be revealed to another proposer.

B. These Invited Proposers will then submit their Final Technical Proposals for a scored evaluation based upon established criteria outlined in the RFP. No changes to the Technical Proposals will be allowed after Final Technical Proposals are received. Those Proposers whose Technical Proposals receive **3600 or more points out of 4000** possible points will be invited to submit a Step-Three Design/Build Price Proposal.

XXVI. PREPARATION OF INITIAL AND FINAL STEP-TWO TECHNICAL PROPOSALS PARTS 2A & 2B

A. STEP-TWO PROPOSAL PART 2A, PROPOSAL LETTER FORM

Proposers shall submit their signed Step-Two Proposal Letter using the exact letter contents contained in RFP Attachment 2A, Step-Two Proposal Part 2A.

B. STEP-TWO PROPOSAL PART 2B, TECHNICAL PROPOSAL

The Proposer shall submit the Step-Two Technical Proposal using the Format enclosed herein as RFP Attachment 2B, Step-Two Proposal Part 2B. as well as initial all interlineations, alterations or erasures in its submittals.

XXVII. GENERAL PREPARATION OF INITIAL AND FINAL STEP TWO PROPOSAL SUBMITTAL PACKAGE:

The Initial & Final Proposal Packages shall be CLEARLY identified & addressed as follows:

Proposer Name _____
Contact Name _____
Contact E-Mail _____
Contact Phone Number _____

RFP PK-CP01 CUP REPLACEMENT
☐ INITIAL ☐ FINAL
STEP-TWO TECHNICAL PROPOSAL

Label in Upper Left-Hand Corner of Package

LAWA – LAX DEVELOPMENT
Engineering & Project Management
5th Floor
Attn: David Johnson, Sr Contracts Manager
7301 World Way West
Los Angeles, CA 90045

Label in Center of Package

The Proposal submittals will be time stamped to validate timely receipt. Proposals received after this time will be time stamped, rejected by LAWA, and returned to the Proposer unopened.

The Step-Two Proposal Parts 2A & 2B, Technical Proposal are to be submitted in the same box or package.

The Proposer shall complete the format. Where the format is inapplicable, the Proposer shall state "N/A." The Proposer shall initial all interlineations, alterations or erasures in its submittals. Except as otherwise specifically directed herein, the Proposer shall not supplement the printed matter on the required format, or make substitutions thereon.

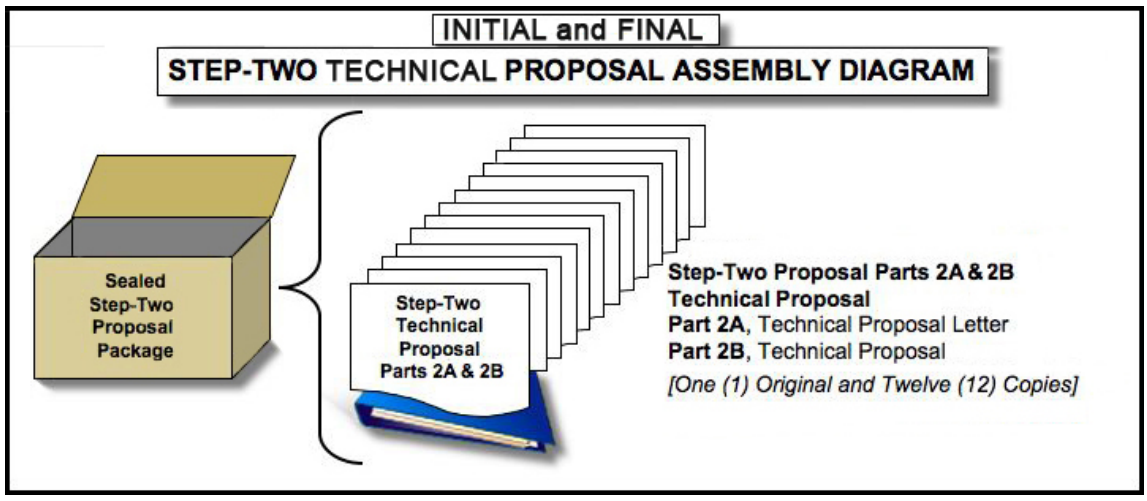
The Proposer's completed Step-Two Technical Proposal shall constitute its official submittal. The Proposer, by submitting its Step-Two Technical Proposal, acknowledges that it understands the Contract and the Scope of Work, and that the Proposer shall be able to perform as required.

XXVIII. NUMBER OF INITIAL AND FINAL STEP-TWO PROPOSAL COPIES & PACKAGING INSTRUCTIONS:

The Proposer must submit:

- One (1) original and Twelve (12) Copies of the Step-Two Proposal Parts 2A & 2B, Proposal Letter and Technical Proposal.

The following illustration is how the Initial and Final Step-Two Technical Proposal must be identified, packaged, and submitted.



XXIX. SUBMISSION OF THE INITIAL STEP-TWO TECHNICAL PROPOSAL

The **INITIAL STEP-TWO PROPOSAL** shall be submitted in accordance with the Instructions To Proposers and any further LAWA instructions and meet all of the requirements of the Request For Proposal forms and Formats which are attached hereto, and received by LAWA not later than:

2:00 PM Pacific Time, Tuesday March 9th, 2010 (Tentative)
at the 5th Floor Desk
Attn: David Johnson, Senior Contracts Manager
7301 World Way West, Los Angeles, CA 90045
at Los Angeles International Airport

XXX. THE INITIAL STEP-TWO TECHNICAL PROPOSAL TECHNICAL DISCUSSION

After evaluation of the Initial Technical Proposals, LAWA will provide a written invitation which will provide detailed instructions, agenda. location and time to all Step-Two Proposers for a Technical Discussion meeting. THERE IS NO PRESENTATION REQUIREMENT! Invited Proposers will participate in a Technical Discussion process of their Initial Step-Two Technical Proposals

conducted by the LAWA Evaluation Panel. The Technical Discussion will minimally address the categories noted on the XXXII. Weighted Scoring Sheet and the merits of each Proposal. During the Technical Discussion, no information from a proposal will be revealed to another proposer. The Technical Discussion's purpose is to discuss the technical merits of the Proposers solution and to identify or clarify any potential problem areas in each Proposer's Initial Step-Two Technical Proposal which can then be clarified in the Proposer's Final Step-Two Technical Proposal.

XXXI. SUBMISSION OF THE FINAL STEP-TWO TECHNICAL PROPOSAL

After the Technical Discussions, the **FINAL STEP-TWO PROPOSAL** shall be submitted in accordance with the Instructions To Proposers and any further LAWA instructions and meet all of the requirements of the Request For Proposal forms and Formats which are attached hereto, and received by LAWA not later than:

2:00 PM Pacific Time, Tuesday April 13th, 2010 (Tentative)
at the 5th Floor Desk
Attn: David Johnson, Senior Contracts Manager
7301 World Way West, Los Angeles, CA 90045
at Los Angeles International Airport

XXXII. EVALUATION OF FINAL STEP-TWO PROPOSALS:

A. Disqualification – Any attempt by a Proposer to improperly influence a member of the Evaluation Panel directly or indirectly during the Proposal evaluation and scoring process will result in the elimination of that Proposer from consideration.

The Evaluation Panel will evaluate Step-Two Proposals and conduct Proposer Discussions as follows:

B. FINAL Step-Two Proposal Parts 2A & 2B: Evaluation of the Technical Proposal - Proposals will be rated independently by members of the Evaluation Panel on a scale of 1 to 100, on how well the Proposer responded to each of the requirements identified. The score for each sub-category will then be calculated by multiplying the Category Rating given for each sub-category by the Category Weight for that sub-category. The scores for each sub-category will be added to come up with the Technical Proposal Score for each proposal. Proposers whose Proposals Pass and Score **3600 or more points out of 4000** points will be invited to submit Step-Three Design/Build Price Proposals.

XXXII. FINAL STEP-TWO TECHNICAL PROPOSAL WEIGHTED SCORING SHEET

Step Two Proposal Part	Description	Category Weight (assigned)	X	Category Rating (1-100 Points)	=	Scores (calculated)
2A.	PROPOSAL LETTER PASS/FAIL					
2B.	TECHNICAL PROPOSAL WEIGHT = 100 PERCENT					
	A. Proposer's Central Utility Plant Replacement	1200%	X		=	
	B. Energy Model/Modified Life Cycle Cost	700%	X		=	
	C. Commissioning/Cutover/Demonstration & Training Plan	500%	X		=	
	D. Project Work Plan Approach & Phasing Plan – Design & Construction	400%	X		=	
	E. LEED/Sustainable Design – Silver	200%	X		=	
	F. Project Quality Assurance Plan – Design & Construction	100%	X		=	
	G. Safety & Health Plan	100%	X		=	
	H. Traffic Management Plan	400%	X		=	
	I. Material Management Plan	200%	X		=	
	J. Schedule	200%	X		=	
	STEP-TWO TECHNICAL PROPOSAL SUBTOTAL SCORE 4000 Points Possible					

NOTICE: Those Proposers whose Step-Two Proposals Pass and Score Three Thousand Six Hundred (3600) or more Points will be invited to submit Step-Three Design/Build Price Proposals

STEP-THREE DESIGN/BUILD PRICE PROPOSAL

NOTICE: STEP-TWO PROPOSERS ARE NOT TO PROCEED WITH STEP-THREE PRICE PROPOSALS UNLESS SPECIFICALLY INVITED IN WRITING FROM LAWA.

XXXIII. PREPARATION OF STEP-THREE PROPOSAL PARTS 3A, 3B, & 3C – SEALED DESIGN/BUILD PRICE PROPOSAL FORM (Lowest Price Determination)

A. Design/Build Price Proposal Form, Sealed In Its Own Envelope – Proposers shall state their proposed Design/Build Price for the Design/Build services.

B. The Step-Three Sealed Price Proposal – Design/Build Price Proposal shall include:

- One (1) original of the Step-Three Proposal Parts 3A, Proposal Letter, 3B, Design/Build Price Proposal, and 3C, Bid/Proposal Bond or Check.

XXXIV. PROPOSAL BOND OR GUARANTEE:

The Step-Three Proposal must be accompanied by a proposal guarantee in the separate sealed envelope consisting of either a certified or cashier's check made payable without condition to the order of the City of Los Angeles or a Proposal Bond written by an approved corporate surety in favor of the City of Los Angeles (See Attachment 3C of the RFP). The proposal guarantee shall be in the amount of Ten Percent (10%) of the Design/Build Price Proposal. A Proposal Bond form for execution by the Proposer is provided in the Step-One Proposal Administrative Requirements. IF A PROPOSAL BOND IS USED, IT MUST BE THE FORM OF PROPOSAL BOND PROVIDED IN ATTACHMENT 3C OF THE RFP.

XXXV. GENERAL PREPARATION OF STEP THREE PRICE PROPOSAL PACKAGE:

The Step-Three Design/Build Price Proposal shall be submitted in accordance with these Instructions To Proposers and any other LAWA instructions and meet all of the requirements of the Request For Proposal forms and Formats which are attached hereto, and submitted to LAWA not later than:

2:00 PM Pacific Time, Tuesday May 11, 2010 (Tentative)
at the 5th Floor Desk
Attn: David Johnson, Senior Contracts Manager
7301 World Way West, Los Angeles, CA 90045
at Los Angeles International Airport

The Step-Three Proposal Parts 3A, Proposal Letter, 3B, Design/Build Price Proposal, and 3C, Bid/Proposal Bond or Check, are to be submitted in the sealed envelope.

The Step Three Proposal Envelope shall be CLEARLY identified as to content, and addressed as follows:

Proposer Name _____ Contact Name _____ Contact E-Mail _____ Contact Phone Number _____ **RFP PK-CP01 CUP REPLACEMENT STEP-THREE PRICE PROPOSAL**	**LAWA – LAX DEVELOPMENT** **Engineering & Project Management** **5th Floor** **Attn: David Johnson, Sr Contracts Manager** **7301 World Way West** **Los Angeles, CA 90045**
Label in Upper Left-Hand Corner of Envelope	***Label in Center of Envelope***

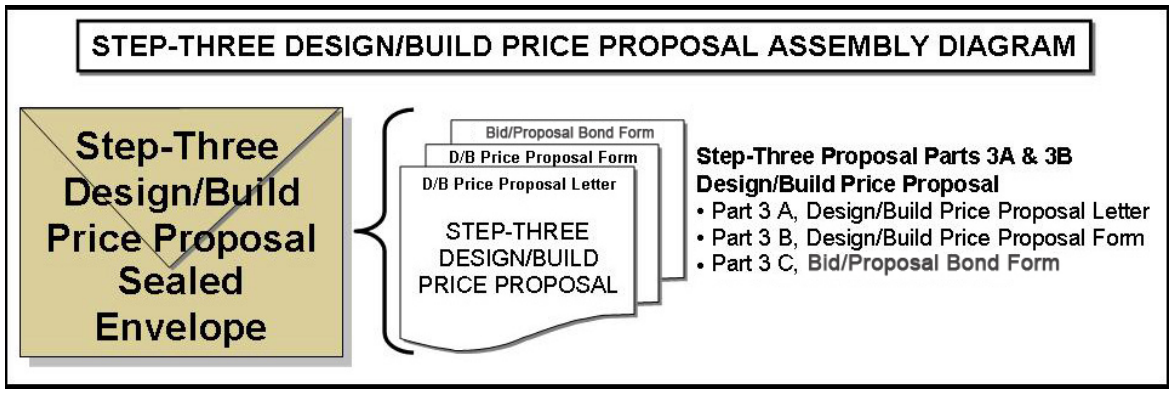
The Step Three Proposal envelopes will be time stamped to validate timely receipt. Step-Three Proposals received after this time will be time stamped, rejected by LAWA, and returned to the Proposer unopened.

XXXVI. NUMBER OF STEP-THREE PRICE PROPOSAL COPIES & PACKAGING INSTRUCTIONS:

The Proposer must submit:

- One (1) Original of the Step-Three Proposal Parts 3A, 3B, & 3C, Proposal Letter and Design/Build Price Proposal and the Bid/Proposal Bond or Check.

The following illustration is how the Step-Three Design/Build Price Proposal must be identified, packaged, and submitted.



XXXVII. THE OPENING OF STEP-THREE PRICE PROPOSALS:

A. Opening the Sealed Envelopes

After receipt of the Step-Three Sealed Design/Build Price Proposal envelopes, the Chairperson of the Evaluation Panel will publicly open the Sealed Price Proposal Envelopes, record the Proposed Prices including the prescribed amounts of the LAWA Allowances and announce the apparent lowest price.

B. Recommendation to Board

The Evaluation Panel will recommend to the LAWA Board of Airport Commissioners (BOAC) that the award of the Design/Build Contract be authorized to the responsive and responsible firm with the lowest Proposed Price.

C. Contract Award

The Contract award by the BOAC is subject to review by the Los Angeles City Council.

END OF INSTRUCTIONS TO PROPOSERS

RFP No. PK-CP01
ATTACHMENT 1A

STEP-ONE PROPOSAL, PART 1A
ADMINISTRATIVE
REQUIREMENTS FORMS

[Pass/Fail Requirement]

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. **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
Contract Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (310) 417-0409
Fax: (310) 646-9620
E-mail: ProcurementRequirements@lawa.org
Internet: www.lawa.org –> About LAWA -> Business Opportunities - > 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.boe.ca.gov/sutax/sutprograms.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, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to www.lawa.org -> About LAWA -> Business Opportunities - > Administrative Requirements - > LAWA Payment Terms to determine the applicable code.

- **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: (213) 473-5901, Web: http://www.lacity.org/finance/.

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

Pursuant to City of Los Angeles Resolution No. 56 (Council File #98-1331) adopted by Los Angeles City Council on July 21, 1998, 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 Contract Services at (310) 417-0409 or visit our website at www.lawa.org -> About LAWA -> Business Opportunities - > Administrative Requirements.

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 to Accompany Proposals or Bids

3. 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.

Attachment:

- Non-discrimination, Equal Employment Practices, and Affirmative Action Program Provisions

4. 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.

Attachment:

- California Government Code Section 4550--4554

5. 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 encouraged to use the attached Bid Bond form. If another bond is used, Bidders/Proposers are hereby advised that only a bond guaranteeing to the City the full 10% sum thereof, regardless of the City's actual damages should the bidder fail to enter into the contract and furnish the required bonds, will be acceptable.

Failure to include a Bid/Proposal Bond and the attached instruction sheet 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

6. CHILD SUPPORT OBLIGATIONS

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10 et seq., 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.

Attachment:

- Child Support Obligations Provisions

7. 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.

Attachments:

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

8. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance ("EBO"), Contractor agrees to comply with the applicable provisions of EBO Section 10.8.2.1 of the Code, as amended from time to time. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by City, including Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration.

As used above, the term *"Non-ERISA Benefits" (ERISA - The Employee Retirement Income Security Act of 1974)* shall mean any and all benefits payable through benefit arrangements

generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension benefit plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA.

Required EBO forms and instructions will be provided at a later time to the selected bidder/proposer or can be found at the web address provided below. The selected bidder/proposer must complete and return the EBO Compliance Form, along with any supporting documentation, to LAWA for approval. If the selected bidder/proposer does not currently offer equal benefits to employees with spouses and employees with domestic partners, the selected bidder/proposer must select from one of the following:

(1) Request additional time to comply with the EBO (complete Provisional Compliance form)
(2) Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent (complete Reasonable Measures form)
(3) Comply on a Contract-by-Contract Basis.

The selected bidder/proposer must submit the required forms and documentation within five (5) working days upon receipt of selection notification. Should the selected bidder/proposer fail to submit the required forms and documentation within the time allowed, LAWA maintains the option to cancel the selection and choose the next responsive bidder/proposer.

The selected bidder/proposer must be determined to be in compliance with the EBO before a contract with LAWA may be executed.

For additional information regarding the EBO, as well as forms, ordinances, please contact Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922 or Contract Services at (310) 417-0409 or visit our website at http://www.lawa.org - > About LAWA -> Business Opportunities - > Administrative Requirements.

9. FIRST SOURCE HIRING PROGRAM

Pursuant to Resolution No. 22674 adopted by Board of Airport Commissioners on April 18, 2005, any contract awarded July 1, 2005 and thereafter shall be subject to the applicable provisions of the First Source Hiring Program (FSHP) for LAX airport jobs. This program will provide early access to targeted applicants for available LAX airport jobs, and employers will receive prompt, cost-free referrals of qualified and trained applicants.

All Contractors, Lessees, Licensees, and Construction Contractors with non-trade jobs, with new, amended, or renewed contracts will be required to participate in this program. As such, the FSHP will be incorporated as a material term of all LAX airport contracts, lease agreements and licensing or permitting agreements.

LAX employers with open non-construction positions must contact the FSHP, register their company and post their positions on the Applicant Tracking System (ATS) prior to posting their positions to the general public.

Failure to comply with this contract provision may result in liquidated damages of $1,000.00.

For additional information regarding First Source Hiring Program please contact: Business and Job Resources Center, First Source Hiring Program, 6151 W. Century Blvd., 10th Floor, Los Angeles, CA 90045, (310) 417-6490, (310) 649-3489 fax., web: www.lawa.org/bjrc.

10. 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 commencing work, 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 and their subcontractors must provide acceptable evidence of insurance as explained in the attachments prior to commencing work on 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 -> About LAWA -> Business Opportunities -> Administrative Requirements -> Insurance

11. 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 are as follows: (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.

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 as well as the draft contract language pertaining to LWO compliance are available at: http://www.lawa.org/welcome_LAWA.aspx?id=596. Please follow the instructions on the forms for completion and submittal. If you have questions about LWO compliance at LAWA, please contact us at 310-417-0409 or procurementrequriements@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) 847-1922, and fax: (213) 847-2777.

12. MUNICIPAL LOBBYING ORDINANCE

Pursuant to the Los Angeles Municipal Code, Section 48.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance in one of the following formats: on paper, in an electronic format, or through a link to an online version of the ordinance. The City's Municipal Lobbying Ordinance 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 may 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
Web: http://ethics.lacity.org

Attachments:

- Municipal Lobbying Ordinance, available at http://ethics.lacity.org/PDF/laws/law_mlo.pdf
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586.

13. MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE PROGRAM

Pursuant to Executive Directive No. 2001-26 of Mayor Richard Riordan and the provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of Los Angeles World Airports (LAWA) to provide Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LAWA contracts. The objective of this policy is to achieve the participation of MBE/WBE/OBEs at levels comparable to their availability to provide goods and services to Los Angeles World Airports, with the ultimate goal of developing their status and expertise so that they may compete for future contracts on an equal basis.

The anticipated level of participation for this project has been set at 20% M/WBE for the Design Services and 16% M/WBE for the Construction.

The Proposer must submit Documentation of Good Faith Effort for the Design Services of the Project. Refer to Instructions Regarding Demonstration of Good Faith Effort.

Failure to meet this M/WBE participation level will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, it is incumbent on the Bidder/Proposer to submit appropriate documentation to demonstrate that a "good faith effort" was made to reach out to M/WBEs**. Failure to provide supporting documentation of a good faith effort within three (3) days of notification by the Department, as described in the attached, will render the bid/proposal non-responsive and will result in its rejection.**

Attachments:

- MBE/WBE/OBE Policy Statement
- LAWA MBE/WBE/DBE Policy Supplement for East Central Utility Plant Project
- Instructions Regarding Demonstration of MBE/WBE/OBE Good Faith Efforts
- MBE/WBE/DBE Participation Form

The following information is available at http://www.lawa.org/welcome_LAWA.aspx?id=620:

- Frequently Asked MBE/WBE/OBE Questions
- MBE/WBE/DBE Certification Application and Information

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?
- ☐ If a corporation, is the corporate seal affixed to the bond?
- ☐ Is the surety bond attached to the Instructions form and enclosed in the Packet?

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

4. 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?

5. MUNICIPAL LOBBYING ORDINANCE

- ☐ Is the required Bidder Certification CEC Form 50 completed and signed?
- ☐ Is the Certification enclosed in the Packet?

6. MINORITY, WOMEN, AND OTHER / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – Good Faith Effort Documentation (GFE) (for the Design Services of the Project)

- ☐ Is the “MBE/WBE/DBE Participation Form” completed and enclosed in the GFE Packet?
- ☐ Is the pre-bid meeting sign-in sheet enclosed in the GFE Packet?
- ☐ Is a copy of the advertisement for sub-bids and proof of publication enclosed in the GFE Packet?
- ☐ Are copies of the letters sent to MBEs, WBEs, DBEs and OBEs indicating work items to be performed enclosed in the GFE Packet?
- ☐ Are copies of the appropriate telephone logs enclosed in the GFE Packet?
- ☐ Are copies of the letters sent to recruitment organizations enclosed in the GFE Packet?
- ☐ Are all bids, quotes, or qualifications received for the project enclosed in the GFE Packet?
- ☐ Is a summary sheet listing bids received and the subcontractor selected for that work area enclosed in the GFE Packet?

Failure to provide supporting documentation of a good faith effort within three (3) days of notification by the Department, as described in the attached, will render the bid/proposal non-responsive and will result in its rejection.

THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:

7. AFFIRMATIVE ACTION

☐ Have you read and agreed with the City of Los Angeles' Non-discrimination, Equal Employment and Affirmative Action provisions?

8. CHILD SUPPORT OBLIGATIONS

☐ Have you read and agreed with Child Support Obligations provisions?

9. FIRST SOURCE HIRING PROGRAM

☐ Have you read and agreed with First Source Hiring Program provisions?

10. 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:

- Equal Benefits Ordinance
- Insurance

Subcontractors are required to submit to prime contractors, who then must submit to LAWA, when requested, the subcontractors' forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Contractor Responsibility Program Pledge of Compliance
- Insurance
- Living Wage Ordinance (exception form, if applicable)

Vendor Identification Form

This form is available in interactive format at http://www.lawa.org - > About LAWA - > Business Opportunities -> Administrative Requirements.

VENDOR IDENTIFICATION FORM

GENERAL INFORMATION

Legal Name: _____ **Doing Business As:** _____

FEIN or SSN (if individual): _____ **License or Registration Number** (if applicable): _____

Seller's Permit Number (if applicable): _____ **Payment Terms (code):** | | | | |

Ownership:

☐ Individual / Sole Proprietor

☐ Corporation

☐ Partnership

☐ Governmental Entity

☐ Other (specify): _____

BTRC/Vendor Registration Number:

										-					-	

☐ BTRC/VRN application pending (please attach the application)

BUSINESS ADDRESS

Street: _____ **Suite**_____ **Contact Person:** _____

City: _____ **Contact Person's Title:** _____

State: _____ **Zip Code:** _____ **Fax Number:** _____ **Phone Number:** _____

Website: _____ **Email:** _____

Remittance address (if required and different from above): _____

BUSINESS INFORMATION

Service Area: International ☐ National ☐ Regional ☐ Local ☐ **Years in Business:** _____ **Number of Employees**: _____

BUSINESS CERTIFICATION (Check all that apply)

☐ Woman-Owned Business Enterprise (WBE)

☐ Minority Business Enterprise (MBE)

☐ Small Business Enterprise (according to SBA criteria)

☐ Minority Woman Business Enterprise (MWB)

☐ Disadvantaged Business Enterprise (DBE)

☐ Airport Concessions Disadvantaged Business Enterprise

☐ Small and Local Business Enterprise (SLBE)

If required, please attach copies of all applicable certifications.

NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE

EEO Officer (name): _____ **Phone Number:** _____

EEO Officer's Title: _____ **Email:** _____

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.

CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Contract Services Division immediately of any changes to the information contained herein.
The undersigned has read and agreed with the administrative requirements set for this project and provided as a check list in the bid/proposal package and will comply with them for the duration of the contract if selected.

Authorized Signature _____ **Date** _____

Print Name _____ **Title** _____

For LAWA use only:

Project name: _____ **Project No:**_____

Requesting Division: _____**Contact Person:** _____

SAP Action (send the form to FAMIS Support Desk): ☐ **Create** ☐ **Change** ☐ **Block** ☐ **Delete** ☐ **New Ordering Address**

For instructions and additional information, please go to http://www.lawa.org -> About LAWA -> Business Opportunities - > Administrative Requirements, call us at 310-417-0409 or write to procurementrequirements@lawa.org.
Los Angeles World Airports, Contract Services Division, July 2009.

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)

WARNING: Bids will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and the notarial seal.

Affirmative Action

Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Sections 10.8-10.13

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 deal 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 nondiscrimination 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 such 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 nondiscrimination 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 Opportunity 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.

Sec. 10.8.1. Definitions.

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.

"**Contractor**" means any person, firm, corporation, partnership, or any combination thereof, who submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

"**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 a 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.

"**Office of Contract Compliance**" is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

"**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.

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 $5,000 or more and all non-Construction Contracts of $100,000 or more.

Section History: Added by Ord. No. 173,186, Eff. 5-22-00.

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, 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.

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.

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is $1,000 or more, and every construction contract 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, religion, ancestry, national origin, 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, 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, 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 Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their 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. Such 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 Board of Public Works, Office of Contract Compliance. 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 canceled, 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, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such 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 Office of Contract Compliance, 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. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, 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 such employment practices as:

1. Hiring practices;

2. Apprenticeships where such 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 like 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; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs 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.

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is $100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is $5,000 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision 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 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, 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, religion, ancestry, national origin, 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 its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their 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 contract. Such 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 Board of Public Works, Office of Contract Compliance. No such 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, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such 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 ($10.00) for each person for each calendar day on which such 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 Office of Contract Compliance 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. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award 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 Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or 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.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract Compliance 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.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. 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 or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like 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; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs 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.

Assignment of Anti-Trust Claims

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.

Bid 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.
- ☐ The signature of the bidder/proposer **must** be notarized.
- ☐ If the bidder/proposer is a corporation, the corporate seal **must** be affixed to the bond.
- ☐ If the bidder is a partnership, there **must** be two notarized partnership signatures on the bond form.

REQUIREMENT FOR THE SURETY BONDING COMPANY

- ☐ The corporate seal of the surety **must** be affixed to the bond.
- ☐ The Attorney-in-Fact for the surety bonding company **must** sign the surety bond.
- ☐ The signature from the Attorney-in-Fact **must** be notarized.
- ☐ 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") WHICH PROVIDES FOR "DAMAGES ONLY", IT WILL BE REJECTED.**

❑ **THE CITY REQUIRES THAT BIDDERS/PROPOSERS USE THE ATTACHED BID/PROPOSAL BOND FORM.**

❑ **BY SIGNING THE CITY BOND FORM, THE SURETY AGREES TO PAY 10% OF THE BID/PROPOSAL AMOUNT TO THE CITY, OR SUCH OTHER AMOUNT THAT CITY REQUIRES IN THE NOTICE INVITING BIDS/PROPOSALS, UPON THE BIDDER'S/PROPOSER'S FAILURE TO ENTER INTO THE CONTRACT, AND/OR, FAILURE TO PROVIDE AND EXECUTE SUCH OTHER BONDS AS ARE SPECIFIED IN THE NOTICE INVITING BIDS OR PROPOSALS.**

This form **must** be submitted with your bid/proposal or deposit.

BID BOND
(Not required if certified or cashier's check accompanies the bid)

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 amount bid by the principal. 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 bid or proposal for performance of the work therein mentioned, which includes the furnishing of all materials in compliance with the specifications and plans, if any, under the Notice Inviting Bids/Proposals from said Executive Director.

NOW, THEREFORE, if the bid or proposal of the Principal is accepted and awarded to to said Principal by the Board of Airport Commissioners and if said Principal fails or neglects to enter into a contract and/or to execute the required bonds in connection with the contract within thirty (30) days after the contract is awarded to said Principal, then, the above-named Obligers shall pay to said Obligee the aforementioned sum of **ten percent (10%)** of the aggregate amount bid, as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same, their legal representatives, successors, and assigns.

EXECUTED this _____day of _____, 200____.

(CORP.SEAL)

_____
PRINCIPAL
By_____
Signature/Title

By_____
Signature/Title

_____
SURETY
(CORP. SEAL) By_____
Notary Attorney-in-Fact

NOTE: ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED TO THIS BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE SURETY.

Child Support Obligations

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.

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 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

1. In the past five (5) years, has your firm changed name?

   ☐ **Yes** ☐ **No**

   If **Yes**, list on Attachment A all prior legal and D.B.A. names, addresses, and the dates when used. Explain the specific (s) reason for each name change.

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.

C. PERFORMANCE HISTORY

7. In the past five (5) years, has your firm ever 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. List on a separate attachment prior contracts your firm has had with any private or governmental entity over the last ten (10) years which are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (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.

    ☐ Check the box if you have not had any similar contracts in the last ten (10) years.

D. 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.

E. 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, and for 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.

_____
Company Name, Address and Phone Number

_____
Signature of Officer or Authorized Representative Date

_____
Print Name and Title of Officer or Authorized Representative

_____

Equal Benefits Ordinance

EQUAL BENEFITS ORDINANCE

It is the policy of the City of Los Angeles to include the following language in all Contracts:

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

During the performance of the Contract, the CONTRACTOR/CONSULTANT certifies and represents that the CONTRACTOR/CONSULTANT will comply with the EBO. The CONTRACTOR/CONSULTANT agrees to post 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/CONSULTANT 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) 847-1922."

CITY OF LOS ANGELES
Los Angeles World Airports
Contract Services Division
7301 World Way West, 2nd Floor
Los Angeles, CA 90045
Phone: (310) 417-6495 - Fax: (310) 646-9620

INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS

1. **Start with the Equal Benefits Ordinance (EBO) Compliance Form (Form OCC/EBO-1)**. Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate the benefit is not offered.

   If your company currently does not offer equal benefits to employees with spouses and employees with same or different sex domestic partners, you may, on page two of the EBO Compliance Form, request one of the following by checking the appropriate box on the form:

   a. **Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form OCC/EBO-3) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit supporting documentation to verify why additional time is needed.

   b. **Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form OCC/EBO-2) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.

   c. **Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Department of Public Works, Office of Contract Compliance for additional information. Check the appropriate box on the EBO Compliance Form (Form OCC/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.

2. **Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form OCC/EBO-1).

   Unless otherwise specified in the RFB/RFP/RFQ, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. **If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays**.

3. **Submit the EBO Compliance Form (Form OCC/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.

4. **The forms and documentation will be forwarded to the Office of Contract Compliance for review**. If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. **Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.**

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EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: _____ **Contact/Phone:** _____

File/Bid/Contract Number_____

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

I am a one-person contractor, and I have no employees. ☐Yes ☐ No *(if you answered "Yes," go to Section 3)*

Approximate Number of Employees in the United States: _____

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☐ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☐ Yes ☐ No

*If **Yes**, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If **No,** OR if the benefits provided to your employees have changed since that time, complete the rest of this form.*

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	**Health Insurance (List Name of Carrier(s))**				
	Health Carrier 1:	☐	☐	☐	☐
	Health Carrier 2:	☐	☐	☐	☐
	☐additional carriers on attachment.				
2	**Dental Insurance (List Name of Carrier(s))**				
	Dental Carrier 1:	☐	☐	☐	☐
	Dental Carrier 2:	☐	☐	☐	☐
	☐ additional carriers on attachment.				
3	**Vision Plan (List Name of Carrier(s))**				
	Vision Carrier 1:	☐	☐	☐	☐
	Vision Carrier 2:	☐	☐	☐	☐
4	Pension/401(k) Plans	☐	☐	☐	☐
5	Bereavement Leave	☐	☐	☐	☐
6	Family Leave	☐	☐	☐	☐
7	Parental Leave	☐	☐	☐	☐
8	Employee Assistance Program	☐	☐	☐	☐
9	Relocation & Travel	☐	☐	☐	☐
10	Company Discount, Facilities & Events	☐	☐	☐	☐
11	Credit Union	☐	☐	☐	☐
12	Child Care	☐	☐	☐	☐
13	Other:	☐	☐	☐	☐
14	Other:	☐	☐	☐	☐

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- ☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.

- ☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, 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. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.

- ☐ **c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
  - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

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 _____, at _____ (City), _____ (State)

_____ Signature	_____ Mailing Address
_____ Name of Signatory (please print)	_____ City, State, Zip Code
_____ Title	_____ EIN/TIN

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DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form LAWA/EBO-1) requires that you submit supporting documentation to the Procurement Services Division to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension/401(k) Plans: Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

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APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE. Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance ("OCC"). (This form must be submitted with the EBO Compliance Form OCC/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

_____ A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

_____ - Date domestic partner (same and different sex) coverage will become effective.

You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and different-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.

_____ B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the OCC, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include personnel policy revisions and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. **Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.**

If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

_____ C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if **all** of the following conditions are met.

1. The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and different-sex couples is not offered under the CBA(s).

   Required Information: Indicate below the name of each CBA for which Provisional Compliance is being requested and the time period the CBA covers.

   Name of Bargaining Unit: _____ Start date:_____ End date:_____
   Name of Bargaining Unit: _____ Start date:_____ End date:_____
   Name of Bargaining Unit: _____ Start date:_____ End date:_____

2. The Contractor agrees to propose to the union that the EBO requirements be incorporated into each of the CBA(s) by signing the statement below.

   When the CBA is renegotiated, we will propose to the union that the EBO requirements be incorporated into the CBA so that all benefits provided to employees with spouses will be extended to employees with same or different sex domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.

   By the end of negotiations, we agree to notify the OCC of the result by submitting a statement which will indicate: (1) when the issue of same and different sex domestic partners was raised during negotiations; and (2) whether or not the EBO requirements was incorporated into the CBA. We understand that a separate statement must be submitted for each CBA for which Provisional Compliance was requested.

   _____
   Name of Signatory (Print) Signature Title Date

3. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.

   Required documentation: A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT: This form, and the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the OCC for review.

DECLARATION UNDER PENALTY OF PERJURY

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 _____, at _____ (City), _____ (State)

_____
Name of Company Name of Signatory (Print) Signature Title

CITY OF LOS ANGELES
Los Angeles World Airports
Contract Services Division
7301 World Way West, 2nd Floor
Los Angeles, CA 90045
Phone: (310) 417-6495 - Fax: (310) 646-9620

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

Name of Company		EIN/TIN	
Street Address	City,	State	Zip
Contact Person/Title	Telephone Number	Fax Number	

Before the Department of Public Works, Bureau of Contract Administration , Office of Contract Compliance (OCC) will approve a contractor's application to comply with the Equal Benefits Ordinance (EBO) by paying a cash equivalent, the OCC must determine that: (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 domestic partners (or spouses if applicable). **To apply, contractors must submit:**

1. An explanation and documentation that demonstrates: (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 equal benefits rather than paying the cash equivalent. See EBO Regulation #2B(1)(a) and #2B(1)(b).
2. This completed application. Fill in the company's information, then read and sign the acknowledgement below.
3. A completed Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1). Be certain that box "b" on page two of the form is checked.
4. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
5. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.

If approved by the OCC, a contractor will be allowed to comply with the EBO by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays $200 per month to provide benefits for an employee and his/her spouse, and $150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is $50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

ACKNOWLEDGEMENT REGARDING APPLICATION

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the company/entity listed above. I understand that this Application must be approved by the OCC before compliance by paying the cash equivalent will be allowed. By signing below, I agree on behalf of the company that if this Application is approved by the OCC, the company will comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

Executed this _____day of _____, in the year _____, at _____, _____
(City) (State)

Name of Signatory (Print)	Signature	Title	Date

Insurance

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: City of Los Angeles Department of Airports
AGREEMENT / ACTIVITY: RFP - PK-CP01 East Central Utility Plant Replacement
TERM: Four years

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" are the minimum required and must be at least the level of the Combined Single Limits indicated.

LIMITS

(X) Workers' Compensation (Statutory)/Employer's Liability — **Statutory**
- (**X**) Broad Form All States Endorsement
- (**X**) Voluntary Compensation Endorsement
- (*****) Longshoremen's and Harbor Workers' Compensation Act Endorsement
- (**X**) Waiver of Subrogation
  (Specifically naming “Los Angeles World Airports”
  Blanket endorsements are unacceptable)

(X) Automobile Liability - covering owned, non-owned & hired auto — **$1,000,000 CSL**

(X) Aviation/Airport Liability — **$1,000,000CSL**

OR

(X) Commercial General Liability, including the following coverages: — **$1,000,000CSL**
- (**X**) Premises and Operations
- (**X**) Contractual (Blanket/Schedule)
- (**X**) Independent Contractors
- (**X**) Products /Completed Operations
- (**X**) Broad Form Property Damage
- (**X**) Personal Injury
- (**X**) Explosion,Collapse & Underground (required when work involves digging, excavation,grading or use of explosive materials.)
- (**X**) Additional Insured Endorsement
  (Specifically naming “Los Angeles World Airports”
  Blanket endorsements are unacceptable)

******* Coverage for Hazardous Substances — Sudden Occurrence — **$ *****
Non-sudden Occurrence — **$ *****

****** Builder's Risk Insurance - (All Risk Coverage, including material in transit) — **Value of Improvements**

Comments:
* If exposure exists, coverage is required.
** Required if property or building ultimately revert to City.
*** Must meet Federal and/or State requirements.

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

INSURANCE COMPANIES WHICH DO NOT HAVE A BEST RATING OF B OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE SUBMITTED TO EXECUTIVE DIRECTOR FOR ACCEPTABILITY.
PLEASE RETURN WITH EVIDENCE OF INSURANCE

IRV1 10/05 -No lease involved. For vendor/contractor work at LAX, ONT, VNYS, PMD
Revised-4/10/08

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, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as 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.

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 Executive Director of the Department of Airport (hereinafter referred to as "Executive Director") 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 venturer 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 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 Contractor occupying the premises hereunder. They shall contain the applicable policy number, the inclusive dates of

policy coverages and the insurance carrier's name, shall bear an original signature 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 Executive Director, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Executive Director 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.

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 of Indemnities. The provisions of this *City Held Harmless* Section shall survive the termination of this Agreement.

Hazardous and Other Regulated Substances

(a) Contractor 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. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of 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, leak, discharge or improper storage on the premises or contamination of same by any person, 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. In the case of any hazardous substance spill, leak, discharge or contamination by Contractor or its employees, servants, agents, contractors or subcontractors which affects other property of City or its tenants' property, Contractor agrees to make or cause to be made any necessary corrective actions to clean up and remove any spill, leakage or contamination to the satisfaction of Executive Director. 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) If Contractor 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, Contractor agrees, upon the expiration and/or termination of this Consent, to remove and/or clean up, at the sole option of Executive Director, the above-referred to improvements. Said removal and/or clean-up shall be at Contractor's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state and local laws and regulations, as well as with the reasonable directions of Executive Director.

(d) 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.

(e) This Section and the obligation therein shall survive the expiration or earlier termination of this Consent to Agreement.

Frequently Asked Questions about LAWA Insurance Requirements

RISK MANAGEMENT'S INSURANCE COMPLIANCE SECTION

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 can not be processed.

OUR 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?** Effective July 1, 2009, LAWA's Special Endorsement forms will **no longer** be accepted. 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 ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**

   c. A legibly typed name of the Authorized Representative must accompany an **original wet ink** signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

   d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.

3. **Is there an added cost to adding Los Angeles Worlds Airports as Additional Insured?** Yes, 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.

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 insurance representative for their review. You may also contact us at (310) 417-0557.

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, 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. **For 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?** It normally takes 3-5 working days to process insurance documents. Please submit your evidence of insurance documents to the Risk Management Division's Insurance Compliance Section as soon as you are awarded the contract.

9. **When should I complete the evidence of insurance?** Do not spend any money to meet the insurance requirements until you 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.

10. **Where is the Risk Management Division's Insurance Compliance Section located?**
    7301 World Way West, 2nd Floor,
    LAWA's Administration West Building,
    Los Angeles, CA 90045
    (310) 417-0557
    Public Counter Hours: 7:00 a.m. to 3:30 p.m. M-F

Do not forget to allow 3-5 working days for your request to be processed.

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

(FOR INFORMATION ONLY – DO NOT RETURN THIS PAGE TO THE CITY)

INSURED

1. To expedite completion of the insurance requirements, please give your insurance agent a broker a copy of the Insurance Requirements Sheet along with these instructions.

2. If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State consenting to self-insurance will meet the evidence requirements. *All other self-insurance has special requirements. Consult your City contact for details.*

3. All questions relating to insurance should be directed to the person or office responsible for your contract, lease, permit or other agreement.

INSURANCE AGENT OR BROKER

1. **Acceptable Evidence.** The appropriate Certificate of Insurance with endorsements is the preferred form of evidence. No modifications to the forms are permitted. Alternatively, true and certified copies of the full policy containing additional insured and 30-day cancellation notice language will be accepted subject to review by the Risk Manager. Verifications, Memoranda of Insurance and other non-binding documents submitted alone are not acceptable evidence of insurance.

2. **Multiple Policies.** More than one insurance policy may be required to comply with the insurance requirements. Please submit forms appropriate to your insured's agreement, contract, lease or permit. ACORD forms with appropriate endorsements may be used.

3. **Signature.** Please have an authorized representative of the insurance company **manually** sign all certificates. Signatures must be originals as the Risk Manager will not accept facsimile (rubber stamp, or photocopy, etc.) or initialed signatures.

4. **Underwriter.** The name and address of the insurance company underwriting the coverage must be noted on the endorsement form. 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.

5. **Document Reference.** Include reference of either the specific City agreement (bid, contract, lease, etc.) or indicate that all such agreements are covered.

6. **Coverage & Limits.** The coverages and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, a separate sheet may be attached to the certificate listing such scheduled locations, vehicles, etc., so covered.

7. **Excess Insurance.** Endorsements to excess policies will be required when primary insurance is insufficient to comply with the requirements.

8. **Additional Pages.** If there is insufficient space on the reverse side of the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.

9. **Person to contact.** Completed Certificates/Endorsements, correspondence and questions relating to the required insurance should be directed as follows:

RISK MANAGEMENT, INSURANCE COMPLIANCE
Los Angeles World Airports, 7301 World Way West, 2nd Floor, Los Angeles, CA 90045

10. **Technical Assistance.** Improperly completed Certificates/Endorsements will need to be resubmitted with corrections. For assistance, contact the Risk Management Office at (310) 417-0557, FAX (310) 215-5300.

11. **Delay in submitting properly completed Certificates/Endorsements may delay your insured's intended occupancy or operation.**

Municipal Lobbying Ordinance

City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification
CEC Form 50

Bid/Contract Number:	Department:
Name of Bidder:	Phone:
Address:	
Email:	

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 a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public; or
         ii. Could be provided by City employees if the awarding authority had the resources; or
         iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
   3. For construction contracts, public leases, or licenses—any value and duration.

D. 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.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

(h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars ($100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

(i) **"Public lease or license"**.

(a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

(1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or

(2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or

(3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

(1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars ($350,000), from business conducted on City property;

(2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;

(3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;

(4) Whether annual gross revenues are less than three hundred fifty thousand dollars ($350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;

(5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);

(6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;

(7) Public leases and licenses shall be deemed to include public subleases and sublicenses;

(8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

MBE, WBE and OBE Program

Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and all Other Business Enterprises (OBEs) Program

Policy Statement

Pursuant to Executive Directive No. 2001-26 of Mayor Richard Riordan and the provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of Los Angeles World Airports (LAWA) to provide Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LAWA contracts. Current and prospective contractors, subcontractors, lessees, permittees, and concessionaires shall assist LAWA in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by MBE/WBE/OBEs and to encourage the development of existing and new MBE/WBE/OBEs.

Los Angeles World Airports shall review and, where appropriate, establish levels of participation for all non-federally funded contracts, contract amendments and renewal option approvals with a value of $50,000 or more. LAWA also will establish annual goals in accordance with City of Los Angeles and applicable United States Department of Transportation requirements for MBE/WBE participants. LAWA will develop an aggressive outreach program, consistent with and complementary to Citywide outreach efforts. Additionally, LAWA's contract awarding procedure and regular compliance monitoring will be used to insure proper and full utilization of MBE/WBEs and achievement of contract goals.

The objective of this policy is to achieve the participation of MBE/WBE/OBEs at levels comparable to their availability to provide goods and services to Los Angeles World Airports, with the ultimate goal of developing their status and expertise so that they may compete for future contracts on an equal basis.

Outreach Requirements

Los Angeles World Airports is committed to increasing the number of minority and woman-owned firms participating in Airport contracts. Bidders/proposers should strive to achieve the levels of participation set for each project and must also demonstrate that a good faith effort was made to secure MBE/WBE subcontractors sufficient to reach these levels. Firms may participate in LAWA contracts as prime contractors, members of a joint venture, subcontractors, or suppliers.

Evaluating Good Faith Efforts

It is incumbent on the bidder/proposer to submit appropriate documentation to demonstrate that a good faith effort was made to reach out to MBE/WBE/OBEs. The attached Instructions Regarding Demonstration of Good Faith Effort provide guidelines on such documentation, which must be submitted within three days of notification by the Department. It is important to understand that all bidders/proposers, regardless of whether or not they have met or exceeded the levels of participation and regardless of their own minority or gender status, will be evaluated on their good faith effort. Bidders/proposers determined to have not made a good faith effort will be considered non-responsive for purposes of this bid/proposal.

Subcontractor Listing

In addition to the good faith effort documentation, your bid/proposal must also include a completed MBE/WBE/DBE Participation Form outlining the portion of the work that will be performed by each listed MBE/WBE subcontractor. The form must include the name and address of the subcontractor, the percentage of the total contract the subcontractor will perform, and the dollar amount the percentage represents. A copy of the required form is included in this section. Please note that the Participation Form is signed under penalty of perjury. Any change of subcontractor is subject to the substitution provisions outlined in this document.

Utilization Reporting Form

An MBE/WBE/DBE Utilization Form for reporting the actual utilization of MBE/WBE firms is to be submitted monthly by each prime contractor. A copy of this form will be provided prior to the commencement of work. The progress payment and/or final payment may be withheld pending receipt of the Utilization Form. Failure to submit the Utilization Form as required shall constitute a breach of contract.

Substitutions of MBE/WBE Subcontractors

Prime contractors shall notify LAWA's Procurement Services Division of the need for a substitution as soon as such need is determined, and shall not make the substitution until the Division has authorized the substitution. Should the substitution result in a lower level of MBE/WBE participation, the prime contractor will be required to document their good faith effort.

Certification

A firm that wants to be considered a Minority Business Enterprise or Woman Business Enterprise for this project must be certified under the Unified Certification Program no later than the due date of the bid/proposal. If not currently certified, the company must submit all necessary documents including the Application for Certification (available at http://www.lawa.org/welcome_LAWA.aspx?id=620) to the City of Los Angeles Centralized Certification Administration.

For additional clarification of the Minority and Woman-Owned Business Enterprise Program, please contact the Centralized Certification Administration at (213) 847-2684.

MBE/WBE PARTICIPATION PLAN FOR EAST CENTRAL UTIILITY PLANT PROJECT

The proposal must contain a detailed narrative description of the Proposer's Plan for utilizing Minority, and Woman (MBEs/WBEs) in the total project. **Good faith effort documentation (see INSTRUCTIONS REGARDING DEMONSTRATION OF GOOD FAITH EFFORT) must be submitted for the Design Phase of the project.** LAWA recommends **20%** MBE/WBE levels of participation in Phase I (Design Services) and an overall combined 16% MBE/WBE level of participation during Phase II (Construction).

The MBE/WBE Participation Plan should include, but need not be limited to, the following areas:

1. Construction

MBE/WBE firms may participate as:

1. Contractors
2. Subcontractors (2^{nd} and 3^{rd} tiers are acceptable with documentation)
3. Suppliers
4. Professional Services
5. Joint Venture Partners or Development Partners

The Plan should also include a projected percentage for MBE/WBE participation. Equipment values should not be considered as part of the projected MBE/WBE participation.

MBE/WBE STATEMENT OF COMMITMENT:

The proposal must contain a statement of commitment, acceptable to the City, or a completed MBE/WBE Participation Form for each phase of the project. The proposer must also agree to:

1. Comply with all provisions included in the proposal for MBE/WBE participation;

2. Furnish LAWA all reports and information determined by LAWA to be necessary to implement and monitor the MBE/WBE Participation Plan. at the times and in the form required by LAWA;

3. Provide LAWA the right to inspect the records of the Proposer, its contractors and subcontractors and/or partners, as they pertain to the MBE/WBE Participation Plan;

4. Provide that MBE/WBE participation shall be effective for the term of the PROJECT/CONTRACT; and shall be included in all future construction contracts regarding this project.

DEPARTMENT OF AIRPORTS

INSTRUCTIONS REGARDING DEMONSTRATION OF GOOD FAITH EFFORT

It is the policy of the City of Los Angeles to provide all MBEs, WBEs, and OBEs an equal opportunity to participate in the performance of all City contracts. Bidders must assist the City in implementing this policy by taking all reasonable steps to ensure that all qualified business enterprises including MBEs, WBEs and OBEs have an equal opportunity to compete for and participate in City contracts. A bidder's good faith efforts to reach out to MBEs, WBEs and OBEs will be determined from written documentation of the level of effort put into achieving the indicators. Failure to meet expected MBE/WBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to submit supporting documentation of a good faith effort within three days upon notification by the department and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the bid non-responsive and will result in its rejection.** Adequacy of a bidder's good faith effort will be determined by the Department after consideration of the indicators of good faith as set forth below.

Indicator	Points
1	0
2	10
3	10
4	9
5	15
6	10
7	5
8	10
9	26
10	5
Total	100

Each indicator (2-10) is evaluated on a pass/fail basis, i.e., either full or zero points can be achieved for compliance with each item.

1. LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION NO POINTS

The bidder has made a good faith effort to obtain sub-bid participation by MBEs, WBEs and OBEs which could be expected to produce a reasonable level of participation by interested business enterprises, including the MBE and WBE percentages set forth for this project.

Required documentation: Completed MBE/WBE/DBE Participation Form.

2. ATTENDED PRE-BID MEETING **10 POINTS**

The bidder has attended the pre-bid meeting scheduled by the Department to inform all bidders of the requirements for the project for which the contract will be awarded. The Department may waive this requirement only if the bidder certifies in writing prior to the pre-bid meeting that it was already informed as to those project requirements.

Required documentation: a) Attend pre-bid meeting and be listed on the attendance sheet; or b) Submit a letter prior to the pre-bid meeting either by fax to 310 646-9620, or by mail to Contract Administration, 7301 World Way West, 2nd floor, Los Angeles, CA 90045.

3. SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS **10 POINTS**

The bidder has identified and selected specific work items in the project to be performed by sub-bidders/subcontractors in order to provide an opportunity for participation by MBEs, WBEs and OBEs. Upon making this determination, the bidder subdivided the total contract work requirements into smaller portions or quantities to permit maximum active participation of MBEs, WBEs and OBEs.

Required documentation: Proof of this must be demonstrated in either Indicator 4 or 5.

4. ADVERTISEMENT **9 POINTS**

Not less than ten calendar days prior to the submittal of bids, the bidder advertised for sub-bids from interested business enterprises in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the Department

Required documentation: A copy of the advertisement and a proof of publication statement or other verification which confirms the date the advertisement was published.

Note: The advertisement must be specific to the project, not generic, and may not be a planholder advertisement provided by the publication. It should include the City of Los Angeles project name, name of bidder, areas of work available for subcontracting, and a contact person's name and telephone number, information on the availability of plans and specifications and the bidder's policy concerning assistance to subcontractors in obtaining bonds, lines of credit and/or insurance. Consideration will be given to the wording of the advertisement to ensure that it did not exclude or seriously limit the number of potential respondents.

5. WRITTEN NOTICES TO SUBCONTRACTORS **15 POINTS**

The bidder has provided written notice of its interest in receiving sub-bids on the contract to those business enterprises, including MBEs, WBEs and OBEs having an interest in participation in the selected work items. All notices of interest shall be provided not less than ten calendar days prior to the date the bids are required to be submitted.

Required documentation: A copy of each letter sent to available MBEs, WBEs and OBEs for each item of work to be performed. If there is only one master notification, then a copy of the letter along with a listing of all recipients will suffice. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.

* This written notice can be used to satisfy Indicators 3, 7, and 10.

CERTIFICATION AGENCIES

(Bidders should contact the following agencies to obtain current copies of MBE/WBE directories.)

City of Los Angeles
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway St., 300
Los Angeles, CA 90015

(213) 847-1922
(213) 847-2777 FAX
http://bca.lacity.org

Caltrans
State of California, Department of Transportation
Civil Rights Group
120 S. Spring Street
Los Angeles, CA 90012

(916) 324-1700 directory orders
Toll free: 1866-810-6346
http://www.dot.ca.gov/hq/bep/

Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza
Los Angeles, CA 90012

(213) 922-2600
(213) 922-7660 FAX

6. FOLLOW-UP ON INITIAL SOLICITATION — 10 POINTS

The bidder has documented efforts to follow-up initial solicitation of sub-bid interest by contacting the affected business enterprises to determine with certainty whether said enterprises were interested in performing specific portions of the project work.

Required documentation: A copy of telephone logs. These logs must include the name of the company called, telephone number, contact person, who did the calling, time, date, and the result of the conversation. Bidders must follow-up with all subcontractors to whom they sent letters.

7. PLANS, SPECIFICATIONS AND REQUIREMENTS — 5 POINTS

The bidder has provided interested sub-bid enterprises with information about the plans, specifications and requirements for the selected sub-bid/subcontracting work.

Required documentation: Include in Indicator 4 or 5, information detailing how, where and when the bidder will make the required information available to interested subcontractors.

8. CONTACTED RECRUITMENT/PLACEMENT ORGANIZATIONS — 10 POINTS

The bidder has requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and OBEs not less than fifteen calendar days prior to the submission of bids. Any other organizations promoting MBE/WBE/OBE activities not included in the following list which have been contacted, must also be listed in the required documentation.

Required documentation: A copy of each letter sent to outreach agencies requesting assistance in recruiting MBEs, WBEs and OBEs. Faxed copies must include the fax transmittal confirmation slip showing the date and time of transmission. Mailed letters must include copies of the metered envelopes or certified mail receipts. Letters must contain areas of work to be subcontracted, City of Los Angeles project name, name of the bidder, and contact person's name, address, and telephone number.

RECRUITMENT/PLACEMENT ORGANIZATIONS

Business and Job Resources Center Los Angeles World Airports 6151 West Century Boulevard, Suite 1000 Los Angeles, California 90045 Rose Cote, Business Outreach Coordinator	(310) 417-6490 Ext. 1430 (310) 649-3489 FAX Email: rcote@lawa.org
Minority Business Opportunity Center (MBOC) City Hall 200 N. Main Street, 13th Floor Los Angeles, CA 90012	213 978-0671 213 978-0690 FAX
National Center for American Indian Enterprise Development 11138 Valley Mall, Suite 200 El Monte, CA 91731	626 442-3701 626 442-7115 FAX http://www.ncaied.org
The Associated General Contractors of California Los Angeles District Office 1906 W. Garvey Avenue South, Suite 100 West Covina, CA 91790	626 608-5800 626 608-5810 FAX http://www.agc-ca.org
Latin Business Association (LBA) 120 S. San Pedro Street, Suite 530 Los Angeles, CA 90012	213 628-8510 213 628-8519 FAX http://www.lbausa.com
Black Business Association Mailing Address: P.O. Box 43159 Los Angeles, CA 90043 President: Earl 'Skip' Cooper, II	323 291-9334 323 291-9234 FAX http://www.bbala.org E-mail: bbala@earthlink.net
The Asian Business Association 120 S. San Pedro Street, Suite 523 Los Angeles, CA 90012	213 628-1ABA 213 628-3222 FAX http://www.aba-la.org/index.asp Email: info@aba-la.org
Engineering Contractors' Association 8310 Florence Avenue Downey, CA 90240562	800 293-2240 923-6179 FAX
National Association of Minority Contractors Southern California Chapter PO Box 43307 Los Angeles, CA 90043 Attn: Kevin Ramsey Email:	310 635 3277 310 635-0562 FAX http://www.namcsc.net kramsey@pacbell.net
National Association of Women Business Owners – Los Angeles 900 Wilshire Boulevard, Suite 404 Los Angeles, CA 90017	213 622-3200 213 622-6659 FAX http://www.nawbola.org Email: info@nawbola.org

Los Angeles Urban League 3450 Mount Vernon Drive Los Angeles, CA 90008	323 299-9660 323 299-0618 FAX http://www.laul.org Email: info@laul.org
Society of Hispanic Professional Engineers SHPE National Office 5400 E. Olympic Blvd., Suite 210 Los Angeles, CA 90022	323 725-3970 323 725-0316 FAX http://www.shpe.org Email: shpenational@shpe.org
The Asian American Architects/Engineers Association (of Southern California) P.O. Box 861807 Los Angeles, CA 90086	213 896-9270 213 896-9271 FAX http://www.aaaesc.com

9. NEGOTIATE IN GOOD FAITH **26 POINTS**

The bidder has negotiated in good faith with interested MBEs, WBEs and OBEs and did not unjustifiably reject as unsatisfactory bids or proposals prepared by any enterprise, as determined by the Department.

Required documentation: a) Copies of all MBE/WBE/OBE bids or quotes received; and b) Summary sheet organized by work area, listing bids received and the subcontractor selected for that work area. If the bidder elects to perform a listed work area with its own work forces, they must include a bid that shows their own costs for the work.

10. BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE **5 POINTS**

The bidder has documented efforts to advise and assist interested MBEs, WBEs and OBEs in obtaining bonds, lines of credit and insurance required by the Department or contractor.

Required documentation: Include in Indicator 4 or 5, information about the bidder's efforts to assist with bonds, lines of credit and insurance.

The bidders shall submit completed good faith effort documentation within three days upon notification by the Department. The Department in its review of the good faith effort documentation may request additional information to validate and/or clarify that the good faith effort submission was adequate. Such information shall be submitted promptly upon request by the Department.

INSTRUCTIONS FOR SUBCONTRACTOR PARTICIPATION REPORT COMPLETION

This form is used to report the proposed participation of minority/woman/other and disadvantaged business enterprises during the term of the contract. It represents the bidder's or proposer's commitment to utilize the named MBE/WBE/DBE/OBE firms at the percentages indicated should the contract be awarded to the bidder or proposer.

THIS FORM MUST BE SUBMITTED WITHIN THREE (3) DAYS UPON NOTIFICATION BY THE DEPARTMENT

Prime Contractor - The bidder or proposer.

Project Title - The name or designation of the project at the time of bid or proposal.

Bid/Proposal Amount – Total amount prime contractor proposed for the bidding project.

Bid # - The Bidding number assigned by the Purchasing Office to the specific project being bid.

Profile Information - Insert the following codes in the appropriate blanks for the Prime Contractor and for all subcontractors. If an application has been submitted and certification is pending, place a "P" in parentheses after the appropriate entry. [e.g. MBE (P)].

Group	*Ethnicity*
DBE - Disadvantaged Business Enterprise	*A - Asian*
MBE - Minority Business Enterprise	*B - Black*
WBE - Woman Business Enterprise	*C - Caucasian*
OBE – Other Business Enterprise (i.e., any firm other than a DBE, MBE or WBE)	*H - Hispanic*
	NA - Native American

Gender	*NAICS*
M - Male	*The North American Industry Classification System*
F - Female	*number listed at http://www.census.gov/epcd/www/naics.html*

Listing of LAWA approved MBE/WBE/DBE/OBE Subcontractors - The complete name, address, phone number (including area code), email and contact person of each MBE/WBE/DBE/OBE subcontractor, vendor or supplier must be provided. Include the subcontractor's State License #. PLEASE NOTE: All **MBE/WBE/DBE** firms must be certified by one of the following: the City of Los Angeles, Department of Public Works, Office of Contract Compliance, the California Unified Certification Program (CUCP), Los Angeles County Metropolitan Transportation Authority (MTA), or the California Department of Transportation (Caltrans). For information regarding the certification process, please call the Department of Public Works, Bureau of Contract Compliance @ (213) 847-1922.

Description of Work to be performed - A brief description of the work subcontractor will perform, and the **anticipated starting date** for the subcontractor.

The expiration date of the MBE/WBE or DBE certification – List the expiration date of the subcontractor's MBE/WBE/DBE certification. If the listed MBE/WBE/DBE firm is not certified, the dollar amount of its participation will not be counted toward goal achievement.

Amount Proposed - Indicate the amount to be paid the subcontractor over the term of the contract.

Percentage of Total - Calculate the subcontractor's share of the contract by dividing the Subcontractors Proposed Amount by the Bid/Proposal Amount. Please note: If the subcontractor is a regular dealer/supplier as defined in Code of Federal Regulations, Title 49, Part 26.55(e), only 60 percent of the Amount Proposed can be used in this calculation.

Signature/Date - This form must be signed by a responsible person capable of committing the firm contractually.

Name/Title/Phone - Print the name and title of the person signing the form. Include the area code with his or her telephone number.

Participation levels set by LAWA - List the MBE/WBE/DBE participation levels as set forth in the Request for Bid/Proposal.

Participation levels Proposed by Prime - Calculate the MBE participation level by adding the Amounts Proposed for all MBE subcontractors, and divide the result by the Bid/Proposal Amount. Calculate the WBE participation level by adding the Amounts Proposed for all WBE subcontractors, and divide the result by the Bid/Proposal Amount. Calculate the DBE participation level by adding the Amounts Proposed for all DBE subcontractors, and divide the result by the Bid/Proposal Amount.

Los Angeles World Airports

MBE/WBE/DBE/OBE
SUBCONTRACTOR PARTICIPATION REPORT

Prime Contractor _____
Address _____
City/State/Zip _____
Contact Name and Phone # _____
Forward Invoices: Monthly _____ Quarterly _____ Other _____ (Choose One)

Project Title _____
Bid/Proposal Amount _____Bid # _____
Profile Information: (Circle One) Group: MBE WBE DBE OBE Gender: Male Female
(Circle One) Ethnicity: Asian Black Caucasian Hispanic Native American
NAICS # _____ (North American Industry Classification System)

Listing of LAWA approved subcontractors

Name, Address, Phone and Contact of proposed MBE/WBE/DBE subcontractor	Profile Information	Description of work to be performed	$ Amount proposed	Percentage of Total
State License # Email:	Group_____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: M/W/DBE Certification Expires		
State License # Email:	Group_____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: M/W/DBE Certification Expires		
State License # Email:	Group_____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: M/W/DBE Certification Expires		
State License # Email:	Group_____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: M/W/DBE Certification Expires		
State License # Email:	Group_____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: M/W/DBE Certification Expires		
State License # Email:	Group_____ Ethnicity _____ Gender _____ NAICS _____	Subcontractor starting date: M/W/DBE Certification Expires		

MBE/WBE/DBE/OBE
SUBCONTRACTOR PARTICIPATION REPORT

Name, Address, Phone and Contact of proposed OBE subcontractor	Profile Information	Description of work to be performed	$ Amount proposed	Percentage of Total
State License # Email:	OBE	Subcontractor starting date:		
State License # Email:	OBE	Subcontractor starting date:		
State License # Email:	OBE	Subcontractor starting date:		
State License # Email:	OBE	Subcontractor starting date:		

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 sublessees/subcontractors that will be utilized if this contract is awarded to the above prime. I agree to comply with the Good Faith Effort provisions for substitutions and I further understand and agree that any and all changes or substitutions must be authorized by LAWA Procurement Services prior to their implementation

_____

Signature Date

_____

Name (Please Print) Title Phone

	Participation Level Set by LAWA	**Participation Levels Proposed by Prime**
Total MBE	_____ %	$_____ _____ %
Total WBE	_____ %	$_____ _____%
Total DBE	_____ %	$_____ _____%
Total OBE	_____ %	$_____ _____%

Grand Total _____%

Good Faith Effort reviewed by _____ Date_____ Date sent to Compliance Unit_____
Procurement Services Control Number_____ Contract No._____ Division _____

RFP No. PK-CP01
ATTACHMENT 1B

STEP-ONE PROPOSAL, PART 1B

SURETY LETTER
OF INTENT
FORM

[Part of Pass/Fail Administrative Requirements]

_____, 2009

[SURETY LETTER OF INTENT]

Gina Marie Lindsey
Executive Director
Los Angeles World Airports
Clifton A. Moore Administration Office Building
One World Way
Los Angeles, California 90045

Re: Surety Letter of Intent
Request For Proposals (RFP) PK-CP01, CENTRAL UTILITY PLANT REPLACEMENT

Dear Madam:

_____[Surety Name]_____ ("Surety") hereby confirms that it intends to issue a Performance Bond and Payment Bond to _____[Proposer]_____ as principal on those bonds, with regard to the subject Project.

Surety also understands that the prime contract will be in the form of a Design/Build Contract. The Performance Bond and Payment Bond will be for One Hundred Percent (100%) of the awarded Total Contract Price.

By executing this letter, Surety acknowledges that it has reviewed the information in this letter and in the RFP and, should the Proposer be awarded the contract, deliver a Performance Bond and Payment Bond.

DATED: _____, 2009

By: _____

RFP No. PK-CP01
ATTACHMENT 1C

STEP-ONE PROPOSAL PART 1C
QUALIFICATIONS
PROPOSAL LETTER
FORM

[Pass/Fail Requirement]

[Proposer Letterhead]
City of Los Angeles
Los Angeles World Airports
Los Angeles International Airport

STEP- ONE QUALIFICATIONS PROPOSAL LETTER

Proposer: _____ Date: _____

Gina Marie Lindsey, Executive Director
Los Angeles World Airports
Clifton A. Moore Administration Office Building
1 World Way
Los Angeles, CA 90045

In response to the Request For Proposals (RFP) PK-CP01, CENTRAL UTILITY PLANT REPLACEMENT, dated November 2009 the undersigned hereby declares that I have carefully read and examined the proposal documents and hereby submit the Step-One Qualifications Proposal as required in Contract Documents.

The undersigned Proposer acknowledges the right of LAWA to waive informalities in the Proposals, to reject any or all Proposals submitted, and to re-advertise for Proposals.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:
Addenda Numbers: _____

I, the undersigned, certify that I have examined and am fully familiar with the proposal documents and that I have satisfied myself with the respect to any questions I have regarding the RFP. I further certify and declare that the information stated in this Step-One Qualifications Proposal is true and correct.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Proposer: ___[Enter Legal Name of Proposer, Primary Address, Responsible Proposal Contact Person, Phone Number, and E-mail Address:]_____
_____
_____

By: _____
(signature)

_____
(type or print name)

_____
(title)

Proposer's Business Address:

_____

_____

RFP No. PK-CP01
ATTACHMENT 1D

STEP-ONE PROPOSAL PART 1D. QUALIFICATIONS PROPOSAL FORMAT

STEP-ONE, PART 1D, QUALIFICATIONS PROPOSAL FORMAT

Proposers shall submit responses for each of the following elements using this format for the Qualifications Proposal.

1. **SAFETY RECORD Prime Design/Builder:** (PASS/FAIL)
   EMR - _____ (MUST NOT BE MORE THAN A MAXIMUM OF 1.25)

2. **QUALIFICATIONS: (WEIGHT = 100% out of 100%)**

   a). PERSONNEL EXPERIENCE (Weight = 20% out of 100%)

   1). Submit Resumes for the Project Executive, Project Manager, A/E Manager, Lead Process/Mechanical Engineer, Lead Control Systems/Instrument Engineer, Lead Fire Protection Engineer, Lead Electrical Engineer, Lead Structural Engineer, Lead Communications Engineer, Construction Superintendent, Safety Manager, Commissioning Manager, and QA/QC Manager. Resumes shall include the individual's education, work history, length of tenure with the Proposer or its sub-consultant/subcontractor firm(s) and relevant experience with similar projects. Highlight similarities in scope, schedule, delivery methods, political environment, stakeholder interaction, and value. **Provide reference contacts with phone numbers and e-mail addresses for each individual.**

   2). Prepare two organizational charts, one for Design Phase services and one for Construction Phase services, which identify the Proposer's and subconsultants' personnel who will perform work under the Contract. In addition, include the title and a description of the work each person would perform. If an individual will not be assigned to the project on a full-time basis, indicate the percentage of time that person would be dedicated to work on the project. Describe the proposed organizational structure and its advantages to ensuring the Project's quality, schedule, and budget are successful. Provide a description of the projects(s) where this structure has been successful. Include with the Construction phase organization chart identification of commissioning phase personnel.

   3). Describe additional staff at the disposal of the team (Design Phase and Construction Phase) what duties these staff will perform, and what value they bring to the project.

   4). Proposed personnel experience with Design/Build projects; process/power and Central Utility Plants. Submit a chart illustrating experience of personnel with projects cited in b). ORGANIZATIONAL EXPERIENCE. Individual experience outside of projects cited in b) ORGANIZATIONAL EXPERIENCE will be evaluated, however direct experience on projects cited will be given greater weight.

   b). ORGANIZATIONAL EXPERIENCE:

   1). Design/Builder's Design/Build Experience – Projects over $100 Million (Weight = 30% out of 100%)

   Proposer shall provide a chronological list, starting with the most recent of the firm's most significant three (3) Prime Design/Build projects in excess of $100 million. Utilize the area below to list the appropriate projects. If the Proposer was a Joint Venture/ Partnership on the listed projects, clearly identify the percentage of the firms participation in the Proposer's JV and applicable JV project experience listed below. For projects in progress, only list projects that are more than 85% complete and provide the current forecasted completion information.

Design/Build Project Name, Type and Description:
(a)_____

(b)_____

(c)_____

For each of the three projects identified above, provide responses to each of the questions below.

Project Specifics

- Name:
- Location:
- Owner's name:
- Owner's representative name:
  - Contact's phone and e-mail:
- Engineer/Architect's name:
  - Engineer/Architect's representative name:
  - Contact's phone and e-mail:
- If applicable, Construction Manager/Program Manager firm:
  - Construction Manager/Program Manager's representative name:
  - Contact's phone and e-mail:
- Project Description (one page)
- Project Testimonials (one page)

Project Financial

- Original Contract or Budget Amount:
- Final Contract Amount:
- If Original Budget and Final Budget are not the same explain why?
- If Original Contract Amount and Final Amount are not the same explain why?
- If bonded, did the owner or its representative initiate contact w/bonding company for performance?
  If "Yes" explain:

Project Schedule Management

- Original project required substantial completion date:
- Actual Substantial Completion Date
  - If Actual differs from the original date, please explain:
- How long after substantial completion was final project closeout completed?:
  - Why?:

Project Safety

- Was the project covered by an OCIP, CCIP, or Other?
- Number of hours worked by the Design Builder's own forces?
- Number of Lost time accidents incurred by Contactor's own forces?
- Number of Lost time accidents incurred by Subcontractors?
- Preventative and corrective actions taken?

Quality Control

- Were all project non-conformance reports and issues corrected?:
  If "No" explain:

MBE/WBE/DBE Participation

- If applicable, indicate project MBE/WBE or DBE goals:
  - MBE _____
  - WBE _____
  - DBE _____
- Were these goals met?:

If "No" explain:

LEED

- If applicable did the project meet its goal for LEED Certification?:

  If "No" explain:

2). Design/Builder's Project Experience – Related Projects - Utility/Process/Power/Cogeneration Plants (Weight = 20% out of 100%)

Proposer shall provide a chronological list, starting with the most recent of the Firm's most significant three (3) Utility/Process/Power/Cogeneration Plant projects. Utilize the area below to list the appropriate projects. If the Proposer was a Joint Venture/ Partnership on the listed projects, clearly identify the percentage of the firms participation in the Proposer's JV and applicable JV project experience listed below. For projects in progress, only list projects that are more than 85% complete and provide the current forecasted completion information.

Project Name, Type and Description:
(a)_____

(b)_____

(c)_____

For each of the three projects identified above, provide responses to each of the questions below.

Project Specifics

- Name:
- Location:
- Owner's name:
- Owner's representative name:
  - Contact's phone and e-mail:
- Engineer/Architect's name:
  - Engineer/Architect's representative name:
  - Contact's phone and e-mail:
- If applicable, Construction Manager/Program Manager Firm:
  - Construction Manager/Program Manager's representative name:
  - Contact's phone and e-mail:
- Project Description (one page)
- Project Testimonials (one page)

Project Financial

- Original Contract or Budget Amount:
- Final Contract Amount:
- If Original Budget and Final Budget are not the same explain why?
- If Original Contract Amount and Final Amount are not the same explain why?
- If bonded, did the owner or its representative initiate contact w/bonding company for performance?
  If "Yes" explain:

Project Schedule Management

- Original project required substantial completion date:
- Actual Substantial Completion Date
  - If Actual differs from the original date, please explain:
- How long after substantial completion was final project closeout completed?:
  - Why?:

Project Safety

- Was the project covered by an OCIP, CCIP, or Other?
- Number of hours worked by the Design Builder's own forces?
- Number of Lost time accidents incurred by Design Builder's own forces?
- Number of Lost time accidents incurred by Subcontractors?
- Preventative and corrective actions taken?

Quality Control

- Were all project non-conformance reports and issues corrected?:
  If "No" explain:

MBE/WBE/DBE Participation

- If applicable, indicate project MBE/WBE or DBE goals:
  - MBE _____
  - WBE _____
  - DBE _____
- Were these goals met?:
  If "No" explain:

LEED

- If applicable did the project meet its goal for LEED Certification?:

  If "No" explain:

3). Designer: Central Plant & Cogeneration Experience: (Weight = 20% out of 100%)

Provide a chronological list, starting with the most recent of each Firm's most significant three (3) Central Utility Plant and three (3) cogeneration projects. Utilize the area below to list the appropriate projects. Projects in which the Design builder and A/E worked together will be given greater weight. If the Proposer was a Joint Venture/ Partnership on the listed projects, clearly identify the percentage of the firms participation in the Proposer's JV and applicable JV project experience listed below. For projects in progress, only list projects that are more than 85% complete and provide the current forecasted completion information.

Project Name & Description including Capacity
(a)_____

(b)_____

(c)_____

For each of the three projects identified above, provide responses to each of the questions below.

Project Specifics

- Name:
- Location:
- Owner's name:
- Owner's representative name:
  - Contact's phone and e-mail:
- Engineer/Architect's name:
  - Engineer/Architect's representative name:
  - Contact's phone and e-mail:

- If applicable, Construction Manager/Program Manager Firm:
  - Construction Manager/Program Manager's representative name:
  - Contact's phone and e-mail:
- Project Description (one page)
- Project Testimonials (one page)

Project Financial

- Original Contract or Budget Amount:
- Final Contract Amount:
- If Original Budget and Final Budget are not the same explain why?
- If Original Contract Amount and Final Amount are not the same explain why?
- If bonded, did the owner or its representative initiate contact w/bonding company for performance?
  If "Yes" explain:

Project Schedule Management

- Original project required substantial completion date:
- Actual Substantial Completion Date
  - If Actual differs from the original date, please explain:
- How long after substantial completion was final project closeout completed?:
  - Why?:

Project Safety

- Was the project covered by an OCIP, CCIP, or Other?
- Number of hours worked by the Design Builder's own forces?
- Number of Lost time accidents incurred by Design Builder's own forces?
- Number of Lost time accidents incurred by Subcontractors?
- Preventative and corrective actions taken?

Quality Control

- Were all project non-conformance reports and issues corrected?:
  If "No" explain:

MBE/WBE/DBE Participation

- If applicable, indicate project MBE/WBE or DBE goals:
  - MBE _____
  - WBE _____
  - DBE _____
- Were these goals met?:
  If "No" explain:

LEED

- If applicable did the project meet its goal for LEED Certification?:

  If "No" explain:

4). Design Build Team: Prior Work Together (Weight = 5% out of 100%)

Proposer shall provide a chronological list, starting with the most recent, of projects in which the Prime Design Builder and the A/E worked together. Projects in which Prime Design Builder and A/E had a direct contractual relationship will be given greater weight, however other relationships will be evaluated. Utilize the area below to list the appropriate projects. If the proposer was a Joint Venture/ Partnership on the listed projects, clearly identify the percentage of the firms participation in the Proposer's JV and applicable JV project experience listed below. For projects in

progress, only list projects that are more than 85% complete and provide the current forecasted completion information.

Project Name
(a)_____

(b)_____

(c)_____

For each of the three projects identified above, provide responses to each of the questions below.

Project Specifics

- Name:
- Location:
- Owner's name:
- Owner's representative name:
  - Contact's phone and e-mail:
- Engineer/Architect's name:
  - Engineer/Architect's representative name:
  - Contact's phone and e-mail:
- If applicable, Construction Manager/Program Manager Firm:
  - Construction Manager/Program Manager's representative name:
  - Contact's phone and e-mail:
- Project Description (one page)
- Project Testimonials (one page)

Project Financial

- Original Contract or Budget Amount:
- Final Contract Amount:
- If Original Budget and Final Budget are not the same explain why?
- If Original Contract Amount and Final Amount are not the same explain why?
- If bonded, did the owner or its representative initiate contact w/bonding company for performance?
  If "Yes" explain:

Project Schedule Management

- Original project required substantial completion date:
- Actual Substantial Completion Date
  - If Actual differs from the original date, please explain:
- How long after substantial completion was final project closeout completed?:
  - Why?:

Project Safety

- Was the project covered by an OCIP, CCIP, or Other?
- Number of hours worked by the Design Builder's own forces?
- Number of Lost time accidents incurred by Design Builder's own forces?
- Number of Lost time accidents incurred by Subcontractors?
- Preventative and corrective actions taken?

Quality Control

- Were all project non-conformance reports and issues corrected?:
  If "No" explain:

MBE/WBE/DBE Participation

- If applicable, indicate project MBE/WBE or DBE goals:
  - MBE _____
  - WBE _____

- DBE _____
- Were these goals met?:
  If "No" explain:

LEED

- If applicable did the project meet its goal for LEED Certification?:

  If "No" explain:

5. Design/Build Team: Congested Environment Experience
(Weight = 5% out of 100%)

Proposer shall provide a chronological list, starting with the most recent of each Firm's most significant three (3) projects where the project working environment provided challenges similar to the congestion found in the the LAX Central Terminal Area (CTA). Projects in which the Design builder and A/E worked together will be given greater weight. Utilize the area below to list the appropriate projects. If the proposer was a Joint Venture/ Partnership on the listed projects, clearly identify the percentage of the firms participation in the Proposer's JV and applicable JV project experience listed below. For projects in progress, only list projects that are more than 85% complete and provide the current forecasted completion information.

Project Name
(a)_____

(b)_____

(c)_____

For each of the three projects identified above, provide responses to each of the questions below.

Project Specifics

- Name:
- Location:
- Owner's name:
- Owner's representative name:
  - Contact's phone and e-mail:
- Engineer/Architect's name:
  - Engineer/Architect's representative name:
  - Contact's phone and e-mail:
- If applicable, Construction Manager/Program Manager Firm:
  - Construction Manager/Program Manager's representative name:
  - Contact's phone and e-mail:
- Project Description (one page)
- Project Testimonials (one page)

Project Financial

- Original Contract or Budget Amount:
- Final Contract Amount:
- If Original Budget and Final Budget are not the same explain why?
- If Original Contract Amount and Final Amount are not the same explain why?
- If bonded, did the owner or its representative initiate contact w/bonding company for performance?
  If "Yes" explain:

Project Schedule Management

- Original project required substantial completion date:
- Actual Substantial Completion Date
  - If Actual differs from the original date, please explain:

- How long after substantial completion was final project closeout completed?:
  - Why?:

Project Safety

- Was the project covered by an OCIP, CCIP, or Other?
- Number of hours worked by the Design Builder's own forces?
- Number of Lost time accidents incurred by Design Builder's own forces?
- Number of Lost time accidents incurred by Subcontractors?
- Preventative and corrective actions taken?

Quality Control

- Were all project non-conformance reports and issues corrected?:
  If "No" explain:

MBE/WBE/DBE Participation

- If applicable, indicate project MBE/WBE or DBE goals:
  - MBE _____
  - WBE _____
  - DBE _____
- Were these goals met?:
  If "No" explain:

LEED

- If applicable did the project meet its goal for LEED Certification?:

  If "No" explain:

==========

END OF THE STEP-ONE QUALIFICATIONS PROPOSAL

I, the undersigned, certify and declare that I have read all the foregoing Step-One Qualifications Proposal and know its contents. The information contained is true to the best of my own knowledge and belief, except as to those matters otherwise stated, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Proposer:

_____

By: _____
(signature)

_____
(type or print name)

_____
(Title)

Proposer's Business Address:

_____

_____

RFP No. PK-CP01
ATTACHMENT 2A

STEP-TWO PROPOSAL PART 2A
INITIAL AND FINAL
TECHNICAL PROPOSAL LETTER
FORM

[TO BE SUBMITTED ONLY BY INVITATION]

[Proposer Letterhead]

City of Los Angeles
Los Angeles World Airports
Los Angeles International Airport

☐ **INITIAL STEP-TWO TECHNICAL PROPOSAL LETTER**
☐ **FINAL STEP-TWO TECHNICAL PROPOSAL LETTER**

Proposer: _____ Date: _____

Gina Marie Lindsey, Executive Director
Los Angeles World Airports
Clifton A. Moore Administration Office Building
1 World Way
Los Angeles, CA 90045

In response to the Request For Proposals (RFP) PK-CP01, CENTRAL UTILITY PLANT REPLACEMENT, dated November 2009 the undersigned hereby declares that I have carefully read and examined the proposal documents and hereby propose the attached technical approach to perform and complete the work as required in Contract Documents.

The undersigned agrees that this proposal constitutes a valid offer to perform and complete the Contract described above, which cannot be withdrawn for one hundred eighty (180) consecutive calendar days from the due date of any subsequent Step-Three Price Proposal should such price proposal be requested by LAWA.

The undersigned agrees to appear at Los Angeles International Airport, 7301 World Way West Office Building, or other location as instructed in order to participate in a presentation and interview at the date of a written notice from the Executive Director to do so, mailed and/or e-mailed to the business address of the Proposer.

The undersigned Proposer acknowledges the right of LAWA to waive informalities in the Proposals, to reject any or all Proposals submitted, and to re-advertise for Proposals.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents: Addenda Numbers: _____

I, the undersigned, certify that I have examined and am fully familiar with the proposal documents and that I have satisfied myself with the respect to any questions I have regarding the RFP which could in any way affect my understanding of the Scope of Work or my estimate of the cost thereof. I further certify and declare that the information stated in the proposal is true and correct.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Proposer: [Enter Legal Name of Proposer, Primary Address, Responsible Proposal Contact Person, Phone Number, and E-mail Address:]

By: _____
(signature)

_____
(type or print name)

_____

Proposer's Business Address:

_____

_____
(title)

RFP No. PK-CP01
ATTACHMENT 2B

STEP-TWO PROPOSAL PART 2B
INITIAL AND FINAL
TECHNICAL PROPOSAL FORMAT

[TO BE SUBMITTED ONLY BY INVITATION]

STEP-TWO, PART 2B, TECHNICAL PROPOSAL NARRATIVE FORMAT

NOTE: The drawings depict Project Criteria and a preliminary design concept for development by the Proposer-Design/Builder. It is intended that the Proposer-Design/Builder begin their design efforts from this initial basis. As such, the Proposer-Design/Builder is solely responsible for confirming all existing conditions and developing the final design in conformance with Project Criteria, contract requirements and applicable codes and ordinances. LAWA provides no warranty, expressed or implied, that the preliminary design concepts shown herein will meet project requirements without modification, including without limitation any financial, technical or performance requirements of any kind, such obligation to meet project requirements resting solely with Proposer-Design/Builder.

Proposers shall submit responses for each of the following elements using this format for the Technical Proposal.

A. PROPOSER'S CENTRAL UTILITY PLANT REPLACEMENT
(1200 out of 4000)

Proposed CENTRAL UTILITY PLANT REPLACEMENT – Proposals will be evaluated based upon the merits of plant proposed for the CENTRAL UTILITY PLANT REPLACEMENT and its associated systems. The Attached Project Criteria documents describe the Scope and Limits of the Project and provide guidance to the needs of the LAX for this plant.

1. Some aspects of the project are stated as requirements/constraints these include**:**

a). Site location.

b). Existing Conditions/Utility locations.

c). Demand loads.

d). Architectural Vision - represented by the renderings provided which are being reviewed by the Los Angeles Cultural Affairs Commission and which the Proposer is responsible for obtaining final approval.

2. Proposals are to comply with the requirements stated in the Project Criteria; however the following may be proposed as part of the proposer's Basis of Design provided a complete description of the system is provided:

a). Process Design –

1). The number of chillers may be varied provided overall capacity and N+1 criteria are achieved.

2). An offering of all electric chillers with a steam turbine driven generator.

3). Variable primary piping scheme as well as variable frequency drive chillers provided N+1 criteria is achieved for the number of pumps.

4). Cogeneration, Gas Turbine and heat recovery steam generator arrangement using different manufacturers provided the specified heat balance and capacities are achieved.

5). Cooling towers – field erected fiberglass, roof mounted cooling towers in lieu of factory fabricated stainless steel.

b). Building structures -

Beneficial variations to the floor plan consistent with the equipment proposed provided there is no significant issues created with either the Architectural Program or the Architectural vision.

3. Proposers are to identify Subcontractors/Suppliers for the following (If self performed, so state):

a). Mechanical/Piping

b). Electrical

c). Excavation

d). Control Systems & Equipment

e). Gas Turbine & Steam Turbine Suppliers

f). Chillers

g). Pumps

h). Thermal Energy Storage

i). Cooling towers

k). Switchgear

l). Heat recovery equipment

4. Basis of Design Report for Proposed Plant

Proposal shall include a Basis of Design Report as specified in Volume II Project Criteria Design Requirements.

B. ENERGY MODEL/MODIFIED LIFE CYCLE COST (700 out of 4000)

The process detailed in the Project Criteria represents a baseline plant efficiency.

LAWA desires a process as efficient as or more efficient than that reflected in the Project Criteria. Proposers are to complete and submit for the equipment selection and design they select the Energy Model/Modified Life Cycle Cost in the format required in Exhibit A - Energy Model and Modified Life Cycle attached hereto.

C. COMMISSIONING/CUTOVER/DEMONSTRATION & TRAINING PLAN (500 out of 4000)

Proposer shall submit with the proposal a draft Commissioning Plan outlining in some detail the proposers concept of the challenge, key issues, requirements and how these will be addressed in the commissioning of the entire plant through to activation and transfer to LAWA operations.

The Commissioning Plan is to cover the entire process of plant commissioning including – cutover, demonstration and training and activation. Identify roles and responsibilities of key players and major schedule milestones. Provide a semi-detailed cutover schedule. As part of the plan include a graphic depiction of the estimated available cooling and heating capacity over time on a month by month basis.

Also, see Project Criteria Division 1 Commissioning Section for additional commissioning requirements. The Commissioning Plan is also to address the criteria for formal turnover of facilities to the Owner plus de-commissioning of the existing Central Utility Plant including plans for demolition of existing facilities removal of equipment and minimizing impact upon airport operations during demolition activities.

D. PROJECT WORK PLAN, APPROACH & PHASING PLAN – DESIGN & CONSTRUCTION (400 out of 4000)

Prepare and submit a Project Work Plan/Approach & Phasing Plan including the following topics:

1. Client Expectations and Objectives
2. Proposer's Design and Construction Expectations and Objectives
3. Scope of Services and Deliverables
4. Project Work Breakdown Structure
5. Project Schedule
6. Team Assignments
7. Procedures that will apply to the project, including but not limited to:
    a. Communications Procedures and Protocols
    b. Conflict Resolution
    c. Construction Phase Procedures
    d. Project Close out
    e. Document Control Procedures
    f. Change Methodology
    g. List other proposed procedures (submittal not required)
8. Project CADD & (if applicable) BIM Standards
9. Project Design/Planning Criteria
10. Sustainability/LEED (Refer to Section E below)
11. Partnering
12. Permitting Plan
13. Procurement/subcontracting Plan
14. Phasing Plan for the work including criteria for formal turnover of facilities to the owner. LAWA has defined two phases of the work. The Proposer is to further develop the phasing plan based upon Proposer's own concept of the work.
    a. How turnover will be managed during Phase 1 after partial operation will commence and prior to full turnover of the plant at the completion of Phase 1.
    b. How the site will be managed during Phase 2 with operation of the replacement CUP on-going with the demolition, excavation, and construction of new facilities impacting the access to the new replacement CUP.
15. Project Controls Methods
    a. Note: LAX Development Program requires the use of Prolog Management Systems® and Primavera® P6.2 Project Management tools.
    b. Describe your team's experience in managing Prime Design/Build projects utilizing Prolog Management Systems® and Primavera® P6.2 Project Management tools.
    c. Describe your process for managing correspondence, submittals, RFIs, non-conformance reports, and other project documents.

E. LEED/SUSTAINABLE DESIGN – SILVER (200 out of 4000)

LEED Silver is specified for the CENTRAL UTILITY PLANT REPLACEMENT. Proposer is to make its assessment of its proposed CENTRAL UTILITY PLANT REPLACEMENT design and respond with the assessment for each category and Proposer's plan for achieving LEED Silver as a minimum.

F. PROJECT QUALITY ASSURANCE PLAN – DESIGN & CONSTRUCTION (100 out of 4000)

For both Design & Construction address specifically:

1. QA/QC methods and QA/QC checklists
2. Project Risk Level (low/medium/high)
3. QA/QC frequency ties to deliverables schedule
4. Sub-consultant/subcontractor quality procedures

G. SAFETY & HEALTH PLAN (100 out of 4000)

Provide a narrative describing the proposed Safety Plan for the Project. The narrative should include:

1. A description of your safety record on five similar projects based on lost time accidents and OSHA recordables.
2. A description of the Proposer's safety implementation and execution strategy.
3. Description of the Proposer's plan to ensure workforce and subcontract commitment to safety.
4. Describe experience with Owner Controlled Insurance Plan (OCIP).

H. TRAFFIC MANAGEMENT PLAN (400 out of 4000)

Proposer shall describe the Traffic Management Plan for the Project. Refer to Division 1 General Requirements for the constraints and requirements.

I. MATERIAL MANAGEMENT PLAN (200 out of 4000)

Proposer shall describe the Material Management Plan for the Project. The material management Plan shall include two major sections:

1. Major Equipment Purchase, storage and status reporting.
2. Movement and placement of excavated material on site at LAX within the CTA.

K. SCHEDULE (200 out of 4000)

Provide a Schedule of the Pertinent Project Milestones for each phase of the work including the Milestones found in the Liquidated Damages Special Condition of the Contract.

1. Schedule Challenges:

    a). Another contract for Temporary Power and Associated Relocations (TPAR) is to provide new switchgear and power to the existing CUP to make the site ready for the Design/Builder to gain access to the CUP site. The TPAR project allows the existing CUP to remain in operation during construction of the new CENTRAL UTILITY PLANT REPLACEMENT. TPAR will de-energize a LAWA maintenance building and a Industrial

Station and relocate some but not all of the existing utilities on the site as reflected in the drawings and specifications. LAWA plans to relocate the maintenance shop and other activities from the site prior to the turnover date.

b). IS-2299 is a major LADWP power substation feeding the CUP and located directly north of the existing CUP between the parking structures. The IS-2299 needs to be renovated as part of the power supply improvements for the CUP. The entire Scope of the renovation work is split between LADWP and the awarded Design/Builder as reflected in the drawings and specifications. There can be no interruption of electrical service to the CUP. Temporary power feed from IS-2299 will be provided through truck mounted transformers provided by awarded Design/Builder. Coordination of this work is the responsibility of the awarded Design/Builder. Switchover from the temporary transformers to the new IS-2299 feed will be coordinated by the awarded Design/Builder.

c). It is planned that chilled water to the new Bradley West Terminal will be provided by temporary chillers until the new Central Utility Plant Replacement is available for operation. Temporary chillers are a significant expense and acceleration of the switchover date is desirable. Full 100% CENTRAL UTILITY PLANT REPLACEMENT operation is needed to provide for the full opening of the expanded Bradley West Terminal, and the new North and South Concourses.

==========

END OF THE TECHNICAL PROPOSAL

I, the undersigned, certify and declare that I have read all the foregoing Step-Two Technical Proposal and know its contents. The information contained is true to the best of my own knowledge and belief, except as to those matters otherwise stated, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Proposer: _____

By: _____ Proposer's Business Address:
(signature)

_____ _____
(type or print name)

_____ _____
(Title)

Exhibit A

ENERGY MODEL AND MODIFIED LIFE CYCLE COST

A. Introduction

1. This section describes the energy model that will be used in evaluating the energy performance points for the RFP. This section includes the following spreadsheet resources:

   a. A data request form for electric chiller data, Table 1
   b. A data request form for steam-turbine chiller data, Table 2
   c. A data request form for cooling tower performance data, Table 3
   d. A data request form for pump performance data, Table 4
   e. A data request form for the Gas Turbine/HRSG data, Table 5

2. The five data request forms need to be submitted with the technical package. As described below, this data will be used to evaluate energy score for each submission.

B. Use of the energy model

1. Table 6 shall be used by the contractor in developing its Energy Model. Any energy models required for LEED evaluation, rebate/incentives from utility companies or any other purposes will be the sole responsibility of the Design Builder.

C. Equipment Data Submittal Forms:

1. The following paragraphs describe each of the data request forms. As previously noted each of the data request forms resides in spreadsheets that are attached to this section.

2. Electric Chiller Data Request, Table 1

   a. The Electric Chiller Data Request, Table 1. A sheet that describes the chiller as a whole, its operating constraints and its design performance data.

   b. Multiple chillers of the same make, model and design conditions that have exactly the same components can be submitted on a single form (Table 1).

      i. Capacity performance of the actual unit shall be as high (or higher) than the submitted performance.

      ii. Power draw of the actual unit shall be as low (or lower) than the submitted performance.

      iii. ARI tolerances will not be considered in deeming equipment performance as acceptable

3. Steam-Turbine Chiller Data Request, Table 2

   a. The Steam-Turbine Chiller Data Request form is similar in form the Electric Chiller Data Request form (Table 2). A sheet that describes the chiller as a whole, its operating constraints and its design performance data.

   b. Multiple chillers of the same make, model and design conditions that have exactly the same components can be submitted on a single form (Table 2).

      i. Capacity performance of the actual unit (as verified in the field) shall be as high

(or higher) than the submitted performance.

ii. Steam draw of the actual unit (as verified in the field) shall be as low (or lower) than the submitted performance.

iii. ARI tolerances will not be considered in deeming equipment performance as acceptable

c. The header form is identical to the electric chiller header form except for the following data

i. The make and model number of the steam turbine
ii. Shaft horsepower and design COP
iii. Design steam including:
- Inlet pressure (psig)
- Inlet steam enthalpy (Btu/lbm)
- Exhaust pressure (psig)
- Exhaust steam enthalpy (Btu/lbm)
- Steam flow (lbm/hr)

4. Cooling Tower Design Request, Table 3

a. The Cooling Tower Data Request, Table 3. A sheet that describes the cooling tower as a whole, its operating constraints and its design performance data.

b. Multiple cooling towers of the same make and model that have exactly the same components can be submitted on a single form (Table 3).

5. The Pump Design Data Request, Table 4.

a. A separate worksheet needs to be provided for each unique pump. Pumps of the exact same manufacturer, model number and design duty can be submitted on a single sheet (Table 4).

b. A pump curve for each pump must accompany the data presented on this spreadsheet

6. The Gas Turbine/HRSG Design Data Request, Table 5.

a. A separate worksheet needs to be provided for each gas turbine/HRSG. Equipment of the exact same manufacturer, model number and design duty can be submitted on a single sheet (Table 5).

D. Energy Analysis:

1. Utilize the Information provided in Table 6 and the spreadsheet provided in Volume 6 “8760 Load” and fill in the information in Tables 7 thru 14.

Table 1

Chiller Performance Form			
Manufacturer			
Model		Voltage	
Compressor Type		Chiller Operating Weight (lbs)	
Refrigerant Type		Refrigerant Weight (lbs)	
Variable Speed Drive (Y/N)			
Operating Constraints			
Maximum CHW Flow Rate		Maximum CW Flow Rate	

(GPM)		(GPM)	
Minimum CHW Flow Rate (GPM)		Minimum CW Flow Rate (GPM)	
		Minimum Entering CWS (F)	
Design Conditions			
CHWS (˚F)		CWS (˚F)	
CHWR (˚F)		CWR (˚F)	
CHW Flow (GPM)		CW Flow (GPM)	
CHW Pressure Drop		CW Pressure Drop	
Evaporator Passes		Condenser Passes	
Tube Thickness		Tube Thickness	
IPLV		Design kW	
NPLV		Full Load Amps	
Starter Type		Compressor 1 Hp	
Design Capacity (Tons)		Compressor 2 Hp	

Table 2

Steam Turbine Chiller Performance Form			
Manufacturer			
Model			
Compressor Type		Voltage	
Refrigerant Type		Refrigerant Weight (lbs)	
Variable Speed Drive (Y/N)		Operating Weight (lbs)	
Operating Constraints			
Maximum CHW Flow Rate (GPM)		Maximum CW Flow Rate (GPM)	
Minimum CHW Flow Rate (GPM)		Minimum CW Flow Rate (GPM)	
		Minimum Entering CWS (F)	
Design Conditions			
CHWS (˚F)		CWS (˚F)	
CHWR (˚F)		CWR (˚F)	
CHW Flow (GPM)		CW Flow (GPM)	
CHW Pressure Drop		CW Pressure Drop	
Evaporator Passes		Condenser Passes	
Tube Thickness		Tube Thickness	
IPLV		Design kW	
NPLV		Full Load Amps	
Design Steam Inlet Press (psig)		Design Steam Inlet Enthalpy (BTU/lbm)	
Design Steam Exhaust Press (psig)		Design Steam Exhaust Enthalpy (BTU/lbm)	
Design Steam Flow (lbm/hr)		Compressor Hp	
		Turbine Hp	
Design Capacity (Tons)			

Table 3

Cooling Tower Performance Form			
Manufacturer			
Model			
Type			
Number of Cells		Operating Weight (lbs)	
Number of Fans per cell		Length (ft)	
Fan Control		Height (ft)	
Fan Type		Width (ft)	
Fan Location		Fan HP and BHP	
Fan Speed (rpm)		Fan Motor Speed (rpm)	
Operating Constraints			
Minimum CW Flow Rate (GPM) at full fan speed		Minimum CW Flow at 10% Fan Speed	
Maximum CW Flow Rate (GPM)			
Design Conditions			
CWS (˚F)		Wet Bulb (˚F)	
CWR (˚F)		Range (˚F)	
CW Flow (GPM)		Approach (˚F)	
CW Pressure Drop			
Other			

Table 4

Pump Performance Form			
Tag			
Manufacturer			
Model			
Service		Operating Weight (lbs)	
Design Flow (GPM)		Motor HP	
Design Head (ft H20)		Motor BHP	
Pump rpm		Voltage/Phase	
Impeller Size (inches)		VFD Make and Model	
Other			

Table 5

Gas Turbine and HRSG Performance Form				
Tag				
Manufacturer				
Model				
	30%	50%	75%	100%
Power Output (kw)				
Gas Input (MMBTUH)				
Heat Rate (BTU/kWhr)				
Emissions				
NOx				
CO				
SOx				
Mass Flow (lbm/min)				
Unfired Steam Output (lbs/hr)				
Pressure (psig)				
Feedwater Flow (gpm)				
Feedwater Entering Temp Economizer (F)				
Feedwater Entering Temp Boiler (F)				
Exhaust Flow (lbs/hr)				
Exhaust Entering Temp Boiler (F)				
Exhaust Entering Temp Economizer (F)				
Exhaust Entering Temp Stack (F)				

E. MODIFIED LIFE CYCLE COST (LCC)

1. General

   a. Benchmark minimum will be based upon the Process and equipment shown in the project criteria documents. The modified life cycle cost will be largely based upon energy cost/usage and efficiency.

   b. The formula and calculations will be included with the RFP to firmly establish the basis for the calculations and it will be required that bidders use the same formulas.

   c. O&M cost differentials – Table 14

2. Modified LCC – benchmark (minimum)

   a. Proposals will be ‘screened’ – only proposals with “modified life cycle costs’ at or below the benchmark will be considered.

   b. All proposals making this stage of evaluation will have met the “benchmark”.

3. Scoring will be based upon the following:

   Points are determined by a ranking system. The bid with the most efficient solution gets 100% of the available points, the bid with the solution that is closest to the "baseline" numbers above receives 490 points (any bid below the baseline receives 0 points). A straight line is drawn between the best and worst, and is then proportional rounded off to the nearest integer.
   Point= (((Benchmark# - Contractors #) / (Benchmark# -Top #))*210) + 490.

4. Basis of modified life cycle cost:

   a. Analysis of Life Cycle Costs of energy for 30 Years

   b. The Proposer shall submit a narrative, the formula and calculations that explain the process used to develop the life cycle cost analysis.

   c. The Proposer shall submit a life cycle cost analysis for the energy use of its proposed design. The Proposer shall use the following assumptions in preparing the life cycle cost analysis:

      - Base Year 2012.
      - Time Period for Purposes of Life Cycle Cost Analysis: 30 years.
      - Discount Rate: 6% / year.
      - Rate of Inflation: 4% / year.
      - Operations, maintenance and repair costs: include periodic costs for utility and non-recurring costs for parts and equipment.
      - Include Sensitivity Analysis utilizing variations in: Energy cost, Capital cost.
      - Life Cycle cost to be based on cogeneration, heating, cooling, electrical generation equipment and systems.

   d. Base analysis upon the following rates:

      - Electricity = $0.10 / kw-hr
      - Backup Energy Charge = $.08 / kw-hr
      - Demand Cost = $8.0 / kw / month
      - Natural Gas =$7.50 / mmbtu
      - Water = $3.593/hcf where (1HCF=748 gallons)
      - Sewer = $3.27/hundred cubic feet where (1HCF=748 gallons)

5. The following (Table 6) is information provided by LAWA to the Design Builder for development of the modified LCC.

Table 6

	Cooling Load		Heating Load		Electrical Load	
	Peak Tons	**Ton-hrs**	**Peak MBH**	**MMBtu**	**Demand (kW)**	**Consumption (kWh)**
January	10,906	3,161,979	48,911	6,888,345	-	-
February	10,118	3,020,846	44,388	5,550,032	-	-
March	10,203	3,269,965	44,332	5,846,307	-	-
April	14,473	3,754,783	35,059	4,703,065	-	-
May	11,761	4,633,086	30,047	4,364,817	-	-
June	13,529	5,591,635	22,640	4,009,947	-	-
July	16,397	6,705,928	22,391	3,982,673	-	-
August	15,371	6,787,895	22,037	3,921,135	-	-
September	16,400	6,741,818	22,832	3,916,239	-	-
October	14,356	5,325,573	27,376	4,423,006	-	-
November	12,065	3,879,748	36,689	4,977,994	-	-
December	9,939	3,197,547	40,235	6,174,743	-	-
TOTAL		**56,070,803**		**58,758,303**		**-**
MAX	**16,400**		**48,911**		**-**	

6. The numbers that are shown in the tables below are the baseline numbers that are required to be met by the D/B contractor. The D/B contractor shall meet or exceed these numbers in performance and efficiency. Scoring is based on the following:

Table 7

Category	**Benchmark**	**Value (Contractors #)**	**Weight**	**Available Points**	**Score**
Average Monthly Electrical Demand (kW)			20%	Note 1	
Average Monthly Power Use (kWh)			20%	Note 1	
Average Monthly Natural Gas Use (cubic feet)			20%	Note 1	
Average Monthly Water use (gal)			10%	Note 1	
Average yearly kWhr for gas turbines			30%	Note 1	
Total					**50**

Note 1: Points are determined by a ranking system. The bid with the most efficient solution gets 100% of the available points, the bid with the solution that is closest to the “baseline” numbers above receives 490 points (any bid below the baseline receives 0 points). A straight line is drawn between the best and worst, and is then proportional rounded off to the nearest integer.

Point= (((Baseline# - Contractors #) / (Baseline # - Top #))*210) + 490.

7. The following tables are to filled out and the information to be provided by D/B contractor as part of the response to the RFP.

Table 8

	Electrical Usage (Purchased from DWP)			
	On-Peak (kW)	On-Peak (kWhr)	Off-Peak (kW)	Off-Peak (kWhr)
January	-	-	-	-
February	-	-	-	-
March	-	-	-	-
April	-	-	-	-
May	-	-	-	-
June	-	-	-	-
July	-	-	-	-
August	-	-	-	-
September	-	-	-	-
October	-	-	-	-
November	-	-	-	-
December	-	-	-	-
TOTAL		-		-
MAX	-		-	

Table 9

	Electrical Generation			
	On-Peak (kW)	On-Peak (kWhr)	Off-Peak (kW)	Off-Peak (kWhr)
January	-	-	-	-
February	-	-	-	-
March	-	-	-	-
April	-	-	-	-
May	-	-	-	-
June	-	-	-	-
July	-	-	-	-
August	-	-	-	-
September	-	-	-	-
October	-	-	-	-
November	-	-	-	-
December	-	-	-	-
TOTAL		-		-
MAX	-		-	

Table 10

	Electrical Usage by Component					
	Chiller (kWh)	Chilled Water Pump (kWh)	Cooling Tower (kWh)	Condenser Water Pump (kWh)	Heating Water Pump (kWh)	Other (lights, HVAC, gas compressors), etc) (kWh)
January	-	-	-	-	-	-
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	-	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
July	-	-	-	-	-	-
August	-	-	-	-	-	-
September	-	-	-	-	-	-
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
TOTAL				-		-
MAX	-	-	-		-	

Table 11

	Gas Consumption	
	Gas Used for Cogen (mmBTU)	Gas Used for HW Boilers (mmBTU)
January	-	-
February	-	-
March	-	-
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-
October	-	-
November	-	-
December	-	-
TOTAL		-
MAX	-	

Table 12

Water Consumption

	1000 Gallons of Makeup Water (cooling tower)	1000 Gallons of Makeup Water (CW Filter)
January	-	-
February	-	-
March	-	-
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-
October	-	-
November	-	-
December	-	-
TOTAL		-
MAX	-	

Table 13

	Sewer Cost	
	1000 Gallons of Cooling Tower Blowdown	1000 Gallons of Steam System Blowdown
January	-	-
February	-	-
March	-	-
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-
October	-	-
November	-	-
December	-	-
TOTAL		-
MAX	-	

Table 14

	Maintenance Costs and Contracts					
	Long Term Service Agreement Gas Turbines	Long Term Service Agreement Chillers	Water Treatment – Steam System	Water Treatment – Heating Hot Water System	Water Treatment – Chilled Water System	Water Treatment – Condenser Water System
January	-	-	-	-	-	-
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	-	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
July	-	-	-	-	-	-
August	-	-	-	-	-	-
September	-	-	-	-	-	-
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
TOTAL				-		-
MAX	-	-	-		-	

RFP No. PK-CP01
ATTACHMENT 3A

STEP-THREE PROPOSAL PART 3A
DESIGN/BUILD PRICE PROPOSAL LETTER
FORM

[TO BE SUBMITTED ONLY BY INVITATION]

[To Be Submitted In A Separate Sealed Envelope With the Design/Build Price Proposal]

[Proposer Letterhead]

City of Los Angeles
Los Angeles World Airports
Los Angeles International Airport

STEP-THREE DESIGN/BUILD PRICE PROPOSAL LETTER

Proposer: _____ Date: _____

Gina Marie Lindsey, Executive Director
Los Angeles World Airports
Clifton A. Moore Administration Office Building
1 World Way
Los Angeles, CA 90045

In response to the Request For Proposals (RFP) PK-CP01, CENTRAL UTILITY PLANT REPLACEMENT, dated November 2009 the undersigned hereby declares that I have carefully read and examined the proposal documents and hereby propose to perform and complete the work as required in Contract Documents for the amount of the Design/Build Price Proposal herein.

The undersigned agrees that the Final Step-Two Technical Proposal and this Step-Three Design/Build Price Proposal constitute a valid offer to perform and complete the Contract described above, which cannot be withdrawn for one hundred eighty (180) consecutive calendar days from the due date of this Design/Build Price Proposal.

The undersigned agrees to appear at Los Angeles International Airport, 7301 World Way West Office Building, at any time with ten (10) consecutive calendar days from the date of written notice from the Executive Director to do so, mailed and/or faxed to the business address of the Proposer and at that time the Proposer shall; 1) deliver an executed Contract which conforms with this Proposal; and 2) furnish the required Performance and Payment Bonds and 3) furnish the required insurance documents.

Enclosed herewith is a Proposal Guarantee in the amount of Ten Percent (10%) of the Design/Build Price Proposal as defined in the Instructions to Proposers and enclosed in a sealed envelope separate from the sealed envelope with the Price Proposal.

The undersigned Proposer acknowledges the right of LAWA to waive informalities in the Proposals, to reject any or all Proposals submitted, and to re-advertise for Proposals.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:
Addenda Numbers: _____

I, the undersigned, certify that I have examined and am fully familiar with the proposal documents and that I have satisfied myself with the respect to any questions I have regarding the RFP which could in any way affect my understanding of the Scope of Work or my estimate of the cost thereof. I further certify and declare that the information stated in the proposal is true and correct.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Proposer: [Enter Legal Name of Proposer, Primary Address, Responsible Proposal Contact Person, Phone Number, and E-mail Address:]

By: _____
(signature)

_____
(type or print name)

_____

Proposer's Business Address:

_____

_____
(title)

RFP No. PK-CP01
ATTACHMENT 3B

STEP-THREE PROPOSAL PART 3B DESIGN/BUILD PRICE PROPOSAL FORM

[TO BE SUBMITTED ONLY BY INVITATION]

[To Be Submitted In A Separate Sealed Envelope]

THIS COMPLETED STEP-THREE DESIGN/BUILD PRICE PROPOSAL FORM SHALL BE SUBMITTED IN A SEALED ENVELOPE.

DESIGN/BUILD PROPOSER: _____

Total Proposed Price: _____ **Dollars ($ .00).**
Line 3 from Table 1

TABLE 1 – DESIGN/BUILD PROPOSER'S PROPOSED PRICE			
Line	**Pricing Item**	**Price (US$)**	**Type**
Line 1	Total Proposed Price Less Allowances	$	Fixed Price
Line 2	Total from Table 2 – Allowances (Sum of Table 2)	$	Allowance
Line 3	TOTAL PROPOSED PRICE (Total of Lines 1 & 2)	$	Not To-Exceed

TABLE 2 – ALLOWANCES (Note 1)			
Item	**Pricing Item**	**Price (US$)**	**Type**
GA1	FFE	$200,000	Allowance
GA2	Plan Check and Permit Fees	$4,500,000	Allowance
GA3	Testing and Inspection Services Requested by LAWA	$2,000,000	Allowance
GA4	Additional Photography/Photographs	$50,000	Allowance
GA5	Additional Interim/Temporary Facilities	$1,300,000	Allowance
GA6	Partnering	$50,000	
CA1	Interim Maintenance Shop facilities	$673,400	Allowance
CA2	Interconnection of Terminal Fire Alarms with Replacement CUP Control Room	$600,000	Allowance
CA3	ACAMS service	$50,000	Allowance
CA4	Fire Alarm Systems Services	$50,000	Allowance
CA5	Telecommunications System services	$50,000	Allowance
CA6	Paging system services	$50,000	Allowance
CA7	Additional CCTV – VNET services	$50,000	Allowance
CA8	Maintenance of Existing LAWA Facilities	$150,000	Allowance
CA9	Security Enhancements	$200,000	Allowance
CA10	Additional Operations and Maintenance	$300,000	Allowance
EA1	Additional Recommended Spare Parts (extra materials)	$300,000	Allowance
EA2	IS-2299 Renovation	$8,600,000	Allowance
EA3	Additional Demonstration and Training [Enter Subtotal from Table 3]		Allowance

SA1	HAZMAT Abatement/Contaminated Soil Remediation	$1,000,000	Allowance
SA2	Additional Landscape & Hardscape Restoration as directed by LAWA	$400,000	Allowance
SA3	Unforeseen Utility Relocations	$3,000,000	Allowance
SA4	Additional or Extraordinary Management of Traffic	$1,000,000	Allowance
SA5	Changes to utility routing, alignment or profile due to unforeseen conditions	$3,000,000	Allowance
TA1	Allowance for Mechanical/Pump Room (Terminal Side) Controls, equipment and piping system compatibility	$55,954,100	Allowance
	Table 2 - Sub Total Allowances (Sum of the above)		Allowance

TABLE 3 – ALLOWANCE #EA-3 UNIT RATES FOR OEM SUPPORT – DEMONSTRATION AND TRAINING (Note 2)	
FMCS/BAS Controls Service Engineer	50 days @ ____$/Day = $_____
Chiller Service Engineer	40 days @ ____$/Day = $_____
Gas Turbine Service Engineer	50 days @ ____$/Day = $_____
Pump Service Engineer	30 days @ ____$/Day = $_____
Steam Turbine Service Engineer	30 days @ ____$/Day = $_____
Cooling Tower Service Engineer	20 days @ ____$/Day = $_____
Gas Compressor Service Engineer	30 days @ ____$/Day = $_____
Table 3 SubTotal [Enter as EA3 Allowance in Table 2 above]	$ _____ Allowance

END OF PRIME DESIGN BUILD PRICE PROPOSAL

1) Refer to Division 1 Section 012100 for description of each Allowance
2) Rates are to be “all up” Billing Rates including any travel and miscellaneous expenses

==========

I, the undersigned, certify and declare that I have read all the foregoing and know its contents and that the above represents our Design Build Price Proposal and that said Price Proposal represents the full price for a completed Project as defined and outlined in the RFP, the Contract Documents, and the Final Step-Two Technical Proposal previously submitted for this Work. This Price Proposal is valid for a period of 180 calendar days from the Submittal Date of this Price Proposal.

Design/Build Proposer: _____

By: _____ Proposer’s Business Address:
(signature)

_____ _____
(type or print name)

_____ _____
Title

RFP No. PK-CP01
ATTACHMENT 3C

STEP-ONE PROPOSAL PART 3C
BID/PROPOSAL
BOND FORM

[Pass/Fail Requirement]

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.

☐ The signature of the bidder/proposer **must** be notarized.

☐ If the bidder/proposer is a corporation, the corporate seal **must** be affixed to the bond.

☐ If the bidder is a partnership, there **must** be two notarized partnership signatures on the bond form.

REQUIREMENT FOR THE SURETY BONDING COMPANY

☐ The corporate seal of the surety **must** be affixed to the bond.

☐ The Attorney-in-Fact for the surety bonding company **must** sign the surety bond.

☐ The signature from the Attorney-in-Fact **must** be notarized.

☐ 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") WHICH PROVIDES FOR "DAMAGES ONLY", IT WILL BE REJECTED.**

☐ **THE CITY REQUIRES THAT BIDDERS/PROPOSERS USE THE ATTACHED BID/PROPOSAL BOND FORM.**

☐ **BY SIGNING THE CITY BOND FORM, THE SURETY AGREES TO PAY 10% OF THE BID/PROPOSAL AMOUNT TO THE CITY, OR SUCH OTHER AMOUNT THAT CITY REQUIRES IN THE NOTICE INVITING BIDS/PROPOSALS, UPON THE BIDDER'S/PROPOSER'S FAILURE TO ENTER INTO THE CONTRACT, AND/OR, FAILURE TO PROVIDE AND EXECUTE SUCH OTHER BONDS AS ARE SPECIFIED IN THE NOTICE INVITING BIDS OR PROPOSALS.**

This form **must** be submitted with your bid/proposal or deposit.

BID/PROPOSAL BOND
(Not required if certified or cashier's check accompanies the bid)

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 amount bid by the principal. 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 bid or proposal for performance of the work therein mentioned, which includes the furnishing of all materials in compliance with the specifications and plans, if any, under the Notice Inviting Bids/Proposals from said Executive Director.

NOW, THEREFORE, if the bid or proposal of the Principal is accepted and awarded to to said Principal by the Board of Airport Commissioners and if said Principal fails or neglects to enter into a contract and/or to execute the required bonds in connection with the contract within thirty (30) days after the contract is awarded to said Principal, then, the above-named Obligers shall pay to said Obligee the aforementioned sum of **ten percent (10%)** of the aggregate amount bid, as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same, their legal representatives, successors, and assigns.

EXECUTED this _____day of _____, 200____.

(CORP.SEAL)

_____
PRINCIPAL

By_____
Signature/Title

By_____
Signature/Title

_____
SURETY

(CORP. SEAL)
Notary

By_____
Attorney-in-Fact

NOTE: ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED TO THIS BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE SURETY.

RFP No. PK-CP01
ATTACHMENT 4

CONTRACT DOCUMENTS

[Sample Contract Agreement]
[General Conditions]
[Special Conditions]
[General Requirements]

DESIGN/BUILD CONTRACT DA-[insert Contract Number]
BETWEEN THE CITY OF LOS ANGELES AND
[insert Design/Builder's name]
FOR THE
CENTRAL UTILITY PLANT REPLACEMENT PROJECT
AT LOS ANGELES INTERNATIONAL AIRPORT

THIS CONTRACT, made and entered into this _____ day of _____, 2010, 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 **[insert Design/Builder's name]** (hereinafter referred to as "Design/Builder"),

R E C I T A L S

WHEREAS, City's Department of Airports, by action of the Board; approved "Project Criteria" and "Specifications" and authorized the issuance of a "Request for Proposal" for the project entitled "**[insert project name]**" (hereinafter referred to as "Project") at Los Angeles International Airport (hereinafter referred to as "Airport"); and

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

WHEREAS, LAWA, by action of the Board, and with the approval of City Council, approved selection of the successful proposer through a Competitive Sealed Proposal Method; and

WHEREAS, in response to said Request for Proposal and said Project Criteria and addenda thereto, Design/Builder was determined to have the lowest cost for the Project; and

WHEREAS, Design/Builder is engaged in the business of providing Design/Build services of the type sought by the LAWA; and

WHEREAS, the Board has now authorized the Designing and Building of the Project, as specified in said Request for Proposal and said Project Criteria and in Design/Builder's Proposal;

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 Agreement, General Conditions, Special Conditions, Administrative Requirements, Schedule of Quantities and Prices, Division 1-General Requirements, Technical Specifications, and Project Criteria (hereinafter referred to as the "Contract Documents") and any document referenced in said documents, shall constitute, and are hereby made, a part of this Contract, and each of the parties hereto 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.

Section 2.0 Scope of Work.

Design/Builder agrees to furnish all labor, materials and equipment, and to perform all work required as outlined in the Contract's General Requirements, to completely Design and Build, in a final and finished state, the Project, in strict compliance with the Contract Documents.

Section 3.0 Term of Contract.

Notwithstanding any other provision herein, the term of this Contract Agreement shall commence on the date of issuance by LAWA to Design/Builder of a Notice to Proceed and expire no later than **[insert no. of calendar days]** calendar days from the date of the Notice to Proceed. In addition to any liquidated damages that may be assessed for Design/Builder failure to meet specific Contract Milestone dates as set forth in the Contract Documents, Design/Builder will also be assessed liquidated damages as set forth in the Contract Documents if it fails to meet the full construction of the Project, consistent with the intent of the Contract Documents, no later than **[insert no. of calendar days]** calendar days from the date of the Notice to Proceed, subject to LAWA-authorized modifications as provided for in the Contract Documents.

Section 4.0 Design/Builder's Fee.

4.1. For all labor, all materials, all equipment and all services rendered, for all costs direct or indirect, and for all expenses incurred by Design/Builder pursuant to this Contract, and upon satisfactory completion of said Project in a final finished form consistent with the intent of the Contract Documents, LAWA shall pay Design/Builder according to the [Schedule of Values] agreed to by the Design/Builder.

4.2. Regardless of any other provision of this Contract, it is understood and agreed that the total sum to be paid by LAWA to Design/Builder, for all of Design/Builder's services described herein, an amount not-to-exceed **[insert dollars in words]**, Dollars and 00/100

($**[insert dollar amount]**), based upon the Schedule of Values, subject to LAWA-authorized modifications as provided for in the Contract Documents.

Section 5.0 Contract Contains Entire Agreement.

The provisions of this Contract Agreement, including the documents and provisions incorporated herein by reference, contain the entire agreement between the parties hereto and said agreement may not be changed or modified in any manner except by written amendment fully executed by LAWA and Design/Builder.

IN WITNESS WHEREOF, City has caused this Contract Agreement to be executed by the Executive Director of its Department of Airports known formally as Los Angeles World Airports (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
Carmen B. Trutanich, City Attorney

Date:_____

By:_____
Deputy City Attorney

CITY OF LOS ANGELES

By_____
Executive Director
Los Angeles World Airports

By_____
Comptroller
Los Angeles World Airports

ATTEST:

By_____
Secretary (Signature)

_____
Print Name

[SEAL]

[insert Design/Builder's name]

By_____
Signature

_____
Print Name

_____
Print Title

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CONTRACT SPECIAL CONDITIONS

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DIVISION 1 - GENERAL REQUIREMENTS

Appendix A.	**Design/Builder's Technical Proposal**	
Appendix B.	**Design/Builder's Schedule of Prices**	
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CONTRACT DA- , GENERAL CONDITIONS

GC- 1. HEADINGS

The 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 INTENT

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. Change Orders (more recent controlling)
4. Executed Design Build Contract
5. Special Conditions
6. General Conditions
7. General Requirements – Division 1
8. Technical Specifications
9. Project Criteria (detailed criteria having greater precedence)

GC- 3. CONTRACTING DEFINITIONS

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

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

ALLOWANCE (AL) - An amount established in the Contract by LAWA to pay Design/Builder for a scope of work which has been identified, but which has not yet been fully defined.

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

BENEFICIAL OCCUPANCY - When LAWA takes possession and operates the facility (or portions of facility) prior to Final Acceptance of the Work.

CHANGE DIRECTIVE (CD) – A change process document issued by LAWA to the Design/Builder to recognize that there is a Potential Change to the Contract and direct the Design/Builder on a path forward on the “change work.”

CHANGE ORDER (CO) **–** A contractually binding change to the Contract

CONTRACTOR CHANGE REQUEST (CCR) – A change process document 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.

CONTRACTOR POTENTIAL CHANGE NOTICE (CPCN) – A change process document from the Design/Builder and transmitted to LAWA providing written notification of a potential Change to the Contract.

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

CONSTRUCTION MANAGER CONSULTANT - Consulting firm, if any, under separate contract with LAWA to provide construction phase oversight of the Construction.

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 Design Build Contract, the General Conditions, Special Conditions, Administrative Requirements, Division 1-General Requirements, the Project Criteria Plans, Technical Specifications, and any document referenced in said documents. All of the Contract Documents comprise the CONTRACT.

CONTRACT 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.

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

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.

DESIGN/BUILDER - The party to the Contract that is responsible for the Design, Construction, and Commissioning Work as outlined in this Contract. May also be referred to as CONTRACTOR.

ENGINEER - The Chief Airports Engineer of LAWA or designee.

EXECUTIVE DIRECTOR - Executive Director of LAWA.

EXECUTIVE DIRECTOR DESIGNEE - Either the Executive Director or his or her designee.

FIELD DIRECTIVE (FD) - A LAWA document transmitted to the Design/Builder to Reject a CPCN for “No Merit,” or provide Contractual direction that in the opinion of LAWA does not effect a change to the Contract Work.

FINAL ACCEPTANCE - The Executive Director’s written acceptance of the Project from the Design/Builder after certification by the Design/Builder that it is complete and all Work required is complete in accordance with the Contract requirements and that the Los Angeles Department of Building & Safety has issued a Certificate of Occupancy.

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

LIQUIDATED DAMAGES - The specified amounts the Design/Builder shall pay to the City due to the Design/Builder's failure to complete the Work within the Contract Time, in accordance with the Contract.

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

MUNICIPAL CODE - The Municipal Code of the City of Los Angeles, which includes the Building Code, the Electrical Code, the Mechanical Code, the Plumbing Code, and all other ordinances of the City, as in effect from time to time.

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

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.

PROGRAM MANAGER - The firm(s) retained by LAWA to provide program management services for the LAX Development Program.

PROJECT - Subject to approval pursuant to the required environmental review under California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq., all Work to be performed by the Design/Builder as required by the Contract Documents.

PROJECT CRITERIA - The drawings and a preliminary design concept provided without LAWA warranty, expressed or implied, that the preliminary design concepts shown herein will meet project requirements without modification, including without limitation any financial, technical or performance requirements of any kind, for development by the Design/Builder.

PROJECT MANAGEMENT TEAM (PMT) - The project management team for LAWA, which includes LAWA, LAWA's authorized representatives and LAWA's program and construction management consultants.

PROJECT SITE - The physical location where 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 and the PMT 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.

SUBSTANTIAL COMPLETION - The stage in the progress of the Work or designated portion thereof where the Work is sufficiently and suitably complete in accordance with the Contract Documents so that LAWA, at its sole discretion, can issue Partial Acceptance and take Beneficial Occupancy and occupy and utilize the Work (or portions thereof) for its intended purpose prior to Final Acceptance of the Work.

SURVEYOR. A surveyor with a current California land surveyor license or registered civil engineer authorized to practice land surveying in California.

WORK – the Scope of Work outlined by this Contract which includes all labor, materials, equipment, services, subcontracts, permits, licenses and taxes, and all other things necessary for the Design/Builder to perform its obligations and complete the Project.

GC- 4. ABBREVIATIONS, ACRONYMS, AND INITIALISMS

AAP	AvAirPros (airline liaison)
ABUT	Abutment
ACAMS	Access Control and Alarm Monitoring System
ACS	Audio Control System
ADA	Americans with Disabilities Act
ADAAG	Americans With Disabilities Act Accessibility Guidelines
AED	Automatic Electronic Defibrillator
AIMS	Airport Information Management System
ALP	Airport Layout Plan
ANDS	Airline Name Display System
AO	Airport or Airport Operations
AOA	Air Operations Area
APL	Airline Parking Limit (Line)
AQMD	Air Quality Management District
ARFF	Aircraft Rescue and Firefighting (Facility)
ASI	Aviation Safeguards Inc.
ASIG	Airport Services International Group
ATA	Airline Transport Association
ATCT	Air Traffic Control Tower
ATO	Airline Ticket Office
ATSAC	Automated Traffic Surveillance and Control System
BAGR	Bridge Approach Guard Railing
BAS	Building Automation System
BHS	Baggage Handling System
BIDS	Baggage Information Display Screen
BIPP	Bomb Incident Prevention Plan
BIR	Baggage Inspection Room
BMIS	Message Broker System
BMP	Best Management Practices
BMU	Baggage Makeup Area
BPW	Board of Public Works
BRS	Airline Baggage Reconciliation System
BSL	Bureau of Street Lighting
BSO	Baggage Service Office
CAD	Computer Aided Design
CADD	Computer Aided Design and Drafting
CAN	Campus Area Network
CAPPS	Computer-Aided Passenger Prescreening System
CAPS	Computer-Aided Profiling System
CAS	Courtesy Announcement System
CATV	Community Access Television System
CBC	California Building Code
CCTV	Closed Circuit Television
CI	Computer Interface
CIDH	Cast-In-Drilled-Hole
CIP	Cast-In-Place
CLSM	Controlled Low Strength Material
CMC	Construction Manager Consultant
CMD	LAWA Construction and Maintenance Division
CMMS	Computerized Maintenance Management System

COW	Cost of Work
CQC	Contractor Quality Control
CTA	Central Terminal Area
CUP	Central Utility Plant
CUPPS	Common Use Passenger Processing System
CUSS	Common Use Self Service
CUTE	Common Use Terminal Equipment
DBE	Disadvantaged Business Enterprise
DDC	Direct Digital Control
DEA	Drug Enforcement Agency
DHS	Department of Homeland Security
DOA	Department of Airports (LAWA)
DWPPS	Los Angeles Department of Water & Power, Power System
DWPWS	Los Angeles Department of Water & Power, Water System
EDS	Explosives Detection System
EIR	Environmental Impact Report
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EOD	Explosives Ordnance Disposal
ERFF	Emergency Rescue & Firefighting Facility
ESA	Environmentally Sensitive Area
ETD	Explosives Trace Detection
EVIDS	Electronic Video Information Display System
FAA	Federal Aviation Administration
FAS	Automated Flight Announcement System
FCC	Federal Communication Commission
FEMA	Federal Emergency Management Agency
FIDS	Flight Information Display Screen
FIS	Federal Inspection Services
FIS	Federal Inspection Services
FMS	Facilities Management System
FOD	Foreign Object Debris
FTA	Fully Traffic Actuated
GC	Grade Change (General Contractor)
GCASP	General Construction Activity Stormwater Permit
GEIS	General Electric Integrated Systems
GIDS	Gate Information Display System
GMS	Gate Management Database
GPS	Global Positioning System (by Satellite)
GSE	Ground Service Equipment
GTSA	Ground Transportation Staging Area
HBS	Hold Baggage Screening
HS	High Strength
IATA	International Air Transport Association
IED	Improvised Explosive Device
IITL	Independent Inspection and/or Testing Laboratory
IPW	Inspector of Public Works
IT	Information Technology
ITG	LAWA Information Technology Group
ITG	Information Technology Group (LAWA)
JACC	Joint Agency Coordination Center
LACDPW	Los Angeles County Department of Public Works

LADGS	Los Angeles Department of General Services
LADOT	Los Angeles Department of Transportation
LAFD	Los Angeles Fire Department
LAFTEC	Los Angeles Fueling Terminal Corporation
LAMC	Los Angeles Municipal Code
LAN	Local Area Network
LAPD	Los Angeles Police Department
LAWA	Los Angeles World Airports
LAX	Los Angeles International Airport
LAXDP	LAX Development Program
LAXPMT	LAWA Program Management Team
LAX-2 Corp.	LAX Terminal 2 Corporation
LAXSUL	LAX Shared User Lounge
LAXTEC	LAX Terminal Corporation (TBIT)
LEO	Law Enforcement Officer
LIU	Lightwave Interface Unit
MAT'L	Material
MBE	Minority Business Enterprise
MED	Median (Medium)
MLV	Multilevel Vertisorter
MPOE	Main Point of Entry
MPOP	Main Point of Presence
MTA	Los Angeles County Metropolitan Transportation Authority
MTH	Month
MUX	Multiplex signal
MUX V2	Multiplex Version 2 as provided by GEIS
MWD	Metropolitan Water District
NEPA	National Environmental Protection Act
NLA	New Large Aircraft
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination Permit
NTP	Notice to Proceed
O&D	Origin and Destination
O/S	Oversized (Baggage)
OBE	Other Business Enterprise
OFA	Object Free Area (taxiway)
OH	Overhead
OPS	Operations Division
OSA	Office of the State Architect
OSR	On-Screen Resolution
PA	Public Address System
PACBELL	Pacific Bell (Pacific Telesis Group)
PAX	Passenger
PBB/PLB	Passenger Boarding Bridge
PDP	Power Distribution Point
PLB	Passenger Boarding Bridge
PLC	Programmable Logic Controller
POE	Point of Entry
PPD	Planning & Programming Division (LAWA)
PTRI	Passive TR Information display
QA	Quality Assurance
QC	Quality Control

RF	Radio Frequency
RFI	Request for Information
RFID	Radio Frequency Identification (baggage)
RIMS	Resource Information Management System
ROM	Rough Order of Magnitude
SBC	Previously Southern Bell Communications
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SCG	Southern California Gas Company
SCHED	Schedule
SCRRA	Southern California Regional Rail Authority
SIDA	Security Identification Display Area
SIPI	System Integration & Program Implementation consultant
SITA	Systems Integration and Telecommunications Association
SOC	Security Operations Center
SOCB	Side Opening Catch Basin
SSCP	Security Screening Checkpoint
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TBIT	Tom Bradley International Terminal
TCP	Traffic Control Plan
TCP/IP	Total Control Protocol/Internet Protocol
TCU	Threat Containment Unit
TDD	Telecom Device for the Deaf
TR	Telecommunications Equipment Room
TRI	Threat Resolution Interface
TSA	Transportation Security Administration
TTY	Teletype
TWC	Tenant Wiring Closet
USCBP	United States Customs and Border Protection
USDA	United States Department of Agriculture
USDOT	United States Department of Transportation
USFWS	United States Fish & Wildlife Service
USPHS	United States Public Health Inspection Service
VAV	Variable Air Volume
VFD	Variable Frequency Drive
VMS	Variable Message Sign
VoIP	Voice over Internet Protocol
VP	Visual Paging (ADA)
VT	Variable thickness
WAN	Wide Area Network
WAP	Wireless Access Point
WBE	Women Business Enterprise
WWECP	Wet Weather Erosion Control Plan

GC- 5. NOT INCORPORATED BY REFERENCE

It is expressly understood and agreed that the Request for Proposal, the Design/Builder's Proposal, and Proposal Requests For Information and the Answers are not incorporated into the Contract Documents by reference.

GC- 6. INVALIDITY OF A CONDITION DOES NOT INVALIDATE ALL CONDITIONS

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.

GC- 7. 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 Change order as provided for in the Contract.

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 venturer 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. DESIGN/BUILDER'S REPRESENTATIONS

A. Design/Builder has carefully reviewed the Contract Documents. Design/Builder acknowledges that these Contract Documents establish the scope, level of quality, design intent and the procedures for the development of the design to a state of 100% complete.

B. Design/Builder has adequately reviewed the Project Criteria such as site survey, soils report, record documents, seismic data, geotechnical reports, noise analysis and other test reports, environmental documents and any other documentation furnished by the LAWA.

C Design/Builder has satisfied itself as to the general and local conditions which will be applicable, including but not limited to: (1) conditions related to site access and to the transportation, disposal, handling and storage of materials; (2) the availability of labor, water, power and roads; (3) observable physical conditions at the site and existing site conditions including size, utility capacities and connection options of external utilities; (4) the surface conditions of the ground; and (5) the character and availability of the equipment and facilities which will be needed prior to and during the performance of the construction work.

D. Design/Builder has the experience and capability to efficiently and expeditiously accomplish the Design/Build Work required under this Contract in a timely and satisfactory manner, and Design/Builder further represents and warrants it will continuously furnish the necessary personnel to complete the Project on a timely basis as required in this Contract.

E. Design/Builder has evaluated the feasibility of performing the Work within the time and for the amounts specified therein, accounting for constraints effecting the Work and Design/Builder has reasonable grounds for believing and does believe that such performance is feasible and practicable.

GC-10. 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. An alternative representative may be designated as well. The representative or alternate shall be present

at the Work site whenever work is in progress or whenever it is necessary to take measures to protect the Work, persons, or property. Any order of communication given to this representative shall be deemed delivered to the Design/Builder. In the absence of the Design/Builder's representative, instructions or directions may 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.

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 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, lack of ability, 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 "Acting Representative" must be named by the Design/Builder.

E. Failure to have the Design/Builder's representative or alternate representative present at the Site of the Work at all times while Work under the Contract is in progress shall constitute suspension of the Work by the Design/Builder, until such time as said individual(s) are again present at the 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-11. DESIGN/BUILDER RESPONSIBILITIES

A. Design/Builder shall design, construct and commission the Project to be consistent with the Bridging Documents.

B. Based on the Contract Documents and any authorized modifications, Design/Builder shall prepare, deliver and submit for LAWA's review and approval drawings, specifications, preliminary reports, calculations of sufficient detail to describe the specific design parameters of the Project, including the size, character and layout of the Project and its architectural elements, including structural components, mechanical systems, electrical systems, plumbing systems, materials and equipment as required by the Contract Documents.

C. Design/Builder shall carefully study and compare each of the Contract Documents with each other, with information furnished by LAWA and with the Bridging Documents. Design/Builder shall promptly report in writing to LAWA any errors, inconsistencies or omissions in or between any of those documents or applicable code requirements.

D. Design/Builder shall assume full responsibility for designing the Project and for producing construction documents, including but not limited to, drawings and specifications that are free from errors and omissions, that are adequate for construction, that comply with all

applicable laws and regulations, and that are approved by all permitting authorities. **LAWA DISCLAIMS ANY IMPLIED WARRANTY OR ANY ACCURACY, COMPLETENESS, CONSTRUCTABILITY AND ADEQUACY OF THE BRIDGING DOCUMENTS. LAWA MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE BRIDGING DOCUMENTS ARE FREE FROM ERRORS OR OMISSIONS.**

E. Design/Builder shall be responsible for the completeness, accuracy and constructability of all construction documents, including, but not limited to, the drawings, specifications and material lists, in further compliance with all applicable codes, ordinances, regulations, laws, statutes and permitting agency requirements.

F. Design/Builder shall prepare the complete and final design for the Project. Design/Builder shall prepare construction documents that are complete, coordinated, accurate and constructible. As part of the Construction Documents, Design/Builder shall prepare and complete the specifications for the Project. Design/Builder shall coordinate the specifications with LAWA to insure that specified equipment for the Project is uniform and consistent with LAWA's existing operations.

G. Design/Builder shall include within the Construction Documents a Materials List that describes all equipment that will be installed, including information about the type, model number, manufacturer or supplier, spare parts and warranties for all of the equipment on the Materials List.

H. Design/Builder shall coordinate all Construction Documents., regardless of whether such documents were prepared by Design/Builder, by Design/Builder's subcontractors, or by others. If others have performed preliminary, schematic, or design development work, Design/Builder accepts full responsibility for that work, as if such work had been performed by Design/Builder itself.

I. Design/Builder shall be responsible for the completeness and accuracy of all drawings, specifications, and material lists, further compliance with all applicable codes, ordinances, regulations, laws, statutes and permitting agency requirements.

J. Design/Builder shall take all appropriate field measurements, verify all field conditions, and carefully compare such measurement and field conditions with the Contract Documents. Design/Builder shall implement a site-specific construction review process and provide evidence to LAWA that such review has been performed.

K. Design/Builder shall develop and implement a quality control plan for both design and construction phases of the Project, which shall include a quality assurance and quality control manual for the design and construction documents preparation work.

L. Design/Builder shall bear the costs for all plotting, printing, copying and distribution of documents prepared in connection with the Work, including providing twenty (20) copies of all documents Design/Builders require to deliver to LAWA during the design phase.

M. During the design phase, the Design/Builder shall develop and implement a project management plan and procedure to include design development meetings, monthly project status reports, safety program, schedule and budget control, and Quality Assurance/Quality Control. In addition, the Design/Builder shall:

1. Prepare calculations, design criteria and design basis manuals, QA/QC manuals, and drawings and specifications for the Project with all required utilities including ancillary and auxiliary equipment.

2. Timely identify and purchase long-lead items.

3. Attend Project design commencement, pre-construction and pre-activity meetings with LAWA.

4. Incorporate the requirements of permitting agencies and the requirements of other regulatory authorities having jurisdiction over the Project during the course of the Project.

5. Apply for and secure all permits and provide all necessary reports, studies and support to obtain all Project permits.

6. Attend and participate in weekly progress meetings with LAWA and its designated representatives and maintain the minutes of meetings as directed by LAWA.

7. Attend design submittal review sessions with LAWA and reconcile review comments.

8. As requested by LAWA, conduct technical review briefings on O&M submittals to insure manuals fulfill LAWA requirements.

9. Design/Builder shall inform LAWA at intervals established by LAWA of the current status of the design deliverable documents. Design/Builder shall provide LAWA with access to all documents maintained by Design/Builder throughout the course of the Project. Design/Builder shall deliver to LAWA, if requested in writing, any and all design materials, including, but not limited to, calculations, preliminary drawings, illustrations, specifications, descriptions, mock-ups, samples and other information developed, prepared, furnished or delivered in the prosecution of the Work.

10. Design/Builder shall process and obtain all required plan and design calculation reviews (plan-check), approvals and building permits from all authorities having jurisdiction over the Project.

N. Design/Builder shall deliver to LAWA all original licenses, permits and approvals obtained by Design/Builder in connection with the Work prior to the final payment pursuant to the Contract or upon termination of the Contract.

O. Design/Builder shall direct, manage, control and administer the construction of the Project and take all steps necessary to achieve strict compliance with the Contract Documents.

P. LAWA's review and approval of interim design documents is for the purpose of mutually establishing a conformed set of construction documents that meet the requirements of the work. LAWA's review and approval of any such design submittals and construction documents does not in any way transfer any design liability from Design/Builder to LAWA.

GC- 12. SUBCONTRATORS AND SUBCONTRACTS

A. Design/Builder shall establish a procedure to pre-qualify Design/Build subcontractors using a California DIR standard questionnaire.

B. Design/Builder shall make a good faith effort to advertise subcontract opportunities throughout the LAWA of Los Angeles. Design/Builder shall follow the guidelines of LAWA in making such a good faith effort and shall fully document its effort to advertise subcontract opportunities.

C. Design/Builder shall provide LAWA with a current listing of all of its subcontractors, updated whenever Design/Builder awards additional subcontractors, along with evidence that the selected subcontractors or sub-consultants have demonstrated the experience, competency, capability and capacity to complete projects of similar size and scope or complexity, and that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project.

D. Design/Builder shall confirm that all subcontractors and sub-consultants have all licenses, registrations and credentials necessary to design and construct the Project, including information on the revocation or suspension of any license, credential or registration.

E. Design/Builder shall provide a fixed date and time at which the subcontractor work will be awarded, in accordance with the procedures established pursuant to this Contract.

F. All subcontracts in excess of one half of one percent of the Design/Builder's initial Contract amount shall be subject to the Subletting and Subcontracting Fair Practices Act.

G. Design/Builder shall submit to LAWA the form of its subcontract for LAWA's review.

H. Each subcontract shall provide that all guarantees and warranties, express or implied, shall inure to the benefit of LAWA, and its respective successors and assigns; and the rights of Design/Builder under such subcontract are assigned to LAWA, contingent only upon delivery of a written request from LAWA following by Design/Builder or termination or expiration of the Contract, allowing LAWA to assume the benefit of Design/Builder's rights, with liability only for those remaining obligations of Design/Builder accruing after the date of assumption by LAWA.

I. Design/Builder shall flow down its obligations to LAWA pursuant to the Contract in such a fashion that it can cause Subcontractors to perform any Contract obligation applicable to the Subcontractor.

J. Each subcontract shall set forth all warranties, guarantees and liability provisions in accordance with good commercial practice and subject to any warranty or extended warranty requirements of the Subcontract.

K. Design/Builder shall arrange to have included in its subcontracts, of any tier, an audit clause which will allow audits by LAWA of the subcontractors to the same extent and of the same nature as allowed pursuant to this Contract.

L. Design/Builder shall include a provision in its subcontract which provides for indemnity of Design/Builder and the indemnified parties as provided for in any indemnification clause set forth in this Contract. Every subcontract shall provide Design/Builder to require Subcontractor to participate in any meeting, upon LAWA's request to Design/Builder.

M. Each subcontract shall contain a representation by the Subcontractor that it is experienced in, qualified to do and knowledgeable about subcontractor Work.

GC- 13. OWNERSHIP AND USE OF CONTRACT DRAWINGS, TECHNICAL SPECIFICATIONS AND OTHER WORK PRODUCTS

A. All Contract Drawings, Technical Specifications and other Work Products are the property of LAWA and except as otherwise provided in the Contract shall not be used by the Design/Builder for any purpose other than the Work to be performed under the Contract. Upon completion of the Work, all schedules, budgets, work plans, shop drawings and as-built drawings, including all material in electronic format, shall become the property of LAWA. The Design/Builder will be permitted to maintain a copy of the Contract Drawings, Technical Specifications and shop drawings as necessary to maintain a Contract record file.

B. Design/Builder and LAWA intend that the deliverables to be produced by Design/Builder at LAWA's instance and expense under the contract are conclusively considered "works made for hire" within the meeting and purview of the United States Copyright Act, 17 U.S.C. §101 et.seq, and that the LAWA will be the sole copyright owner of the deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecuting a claim of infringement.

C. To the extent that any deliverables do not qualify as a "Work made for hire", Design/Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to LAWA, as successor and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications, and copyright renewals for them, and other intangible, and intellectual property embodied in or pertaining to the deliverables prepared for LAWA under the contract, and all goodwill relating to them, free and clear of any leads, claims or other encumbrances, to the fullest extent permitted government rules. Design/Builder will, and will cause all of its design subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that LAWA may reasonably request in order to assist LAWA in perfecting its rights in and to the copyrights relating to the deliverables. Design/Builder warrants to LAWA, successor and assigns, that on the date of transfer, good and marketable title in and to the copyrights for the deliverables shall be validly transferred to LAWA. Design/Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the deliverables other than the agreements that design subcontractors. Design/Builder warrants and represents that the deliverables are complete, entire and comprehensive, and that the deliverables will constitute Works of original authorship.

D. One set of Contract Drawings and Technical Specifications must be maintained in good condition at the Work site for the purpose of recording "as-built" conditions in order to develop a record of the construction of the Work. On this set, the Design/Builder shall record daily all changes and deviations in a neat and legible manner. Any deviation between Contract Drawings and Technical Specifications and the Work actually done, no matter how insignificant, must be recorded. Of special concern is that all underground utility structures encountered in performing the Work be correctly located on such Drawings by means of physical ties or dimensions to permanent monuments or structures. When the Work is completed, the Design/Builder shall deliver this single set of Contract Drawings and Technical Specifications to LAWA. These Drawings must be submitted to and approved by LAWA before final payment can be made.

GC- 14. WORK FORCE

A. Only competent workers shall be employed on the Work. Any person employed by the Design/Builder or its subcontractors who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, at the sole discretion of LAWA, shall be immediately removed from the Work by the Design/Builder at no cost to LAWA 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.

GC- 15. COORDINATION

A. 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 site or areas contiguous to the Site, or have other works performed by utility owners or service providers.

2. LAWA shall provide directly for coordination of the activities and schedule of the "Other Contractor's" own forces with the Work of the Design/Builder, who shall cooperate with "Other Contractor's", provide concurrent coordinated site access, and coordinate right-of-way paths for the Work.

3. Design/Builder shall coordinate its Work with the Work of "Other Contractor's", whether concurrent or not and shall consider their schedules and access milestones and interface milestones in formulation of its own construction schedules. Prior to each weekly Progress Meeting, the Design/Builder shall convene coordination meetings with "Other Contractors", LAWA (if the LAWA is performing work with its own forces at the site), LAWA's consultants (only if requested by LAWA), and utility owners (where utility owners are performing works at the site), for the purpose of work coordination, schedule coordination, analysis and review of their respective construction schedules and avoidance of worker congestion, disruption, delay, interferences and inefficiencies. The Design/Builder and the "Other Contractors" shall make revisions to their respective construction schedules deemed necessary after a joint review and mutual agreement with LAWA. LAWA shall have the right to participate in these coordination meetings. Construction 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 shall afford LAWA and "Other Contractors" reasonable and safe access to and across the Work 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 Work 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".

5. 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, observation of the Work 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.

B. Coordination

1. The Design/Builder will designate a contact person for coordination with LAWA, utility companies, "Other Contractors", Federal Agencies, concessionaires, TSA, or any of LAWA's tenant's. The contact person shall have the authority to make decisions for the Design/Builder firm and shall have binding signatory power for changes in work. The contact person and or his or her designee shall be on site at all times during work activity.

2. The Design/Builder shall coordinate, sequence, and organize its Work so as to minimize the inconvenience and disruption to the general public to the greatest extent reasonable. 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 the Work the Design/Builder shall hold pre-installation coordination meetings and prepare coordination drawings that document the pre-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. The Design/Builder's coordination shall include but not limited to, the following:

   a. Coordinate 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.

   b. When necessary, prepare memoranda for distribution to each party involved in the Work outlining special procedures required for coordination and construction. Include such items as required notices, reports, construction restraints and attendance at meetings.

   c. Coordinate 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 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 Work 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.

6. The Design/Builder shall obtain necessary information and identify equipment locations and other layouts, as available, to avoid interface conflicts.

7. LAWA reserves the right to permit access to the 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 site the Design/Builder shall require "Other Contractors" and third parties to sign a LAWA approved form documenting and authorizing site access.

8. Coordinate prosecution of the Work with those public utilities, governmental bodies, private utilities and "Other Contractors" performing work on and adjacent to the

worksites. Eliminate or minimize delays in the Work and conflicts with those utilities, bodies and contractors.

9. In case of irreconcilable conflict, LAWA will provide direction that provides the best benefit to the Project.

C. 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 Project Manager or other persons identified in writing by the Design/Builder to receive such communications. The Design/Builder shall, by a letter to PMT, designate (by name) one or more staff members to receive oral and written field communications when the Project Manager is away from the Project Site and to act as the Project Manager's designated representative. During the times that the Project Manager 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 that Work 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 Project.

4. Formal communications from the Design/Builder to LAWA which are necessary for the performance of the Contract, including documents described in the Contract Documents, and any other written communications, will be addressed to LAWA, unless otherwise specified in the Contract Documents. All written communications or submittals shall be signed by the Design/Builder's Project Manager. Additional requirements regarding submittals are set forth in the Contract Documents.

5. LAWA expects and the Design/Builder agrees that the Project Manager 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.

D. Meetings

1. The Design/Builder shall make arrangements for meetings and prepare agenda with copies for participants. For meetings between LAWA and the Design/Builder, LAWA will record minutes and distribute.

2. 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.

3. The Design/Builder shall be advised of and shall attend Project meetings as deemed necessary by LAWA.

GC- 16. BUSINESS ETHICS

A. 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. 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 working on this Project or from any LAWA employee, agent, representative.

C. Design/Builder agrees to notify a designated LAWA representative within 48 hours of any instance where the Design/Builder becomes aware of a failure to comply with the provisions of this clause.

GC- 17. MATERIAL AND WORKMANSHIP

A. 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 site, whether in place or not, at Design/Builder's expense.

B. If Design/Builder fails to replace any defective or damaged Work or materials after reasonable notice, LAWA may cause such Work or materials to be replaced. LAWA shall deduct the replacement expense from the amount to be paid to Design/Builder.

C. 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.

D. All Work under this Contract shall be performed in a skillful and workmanlike manner.

E. Design/Builder shall, without charge, replace any material or correct any workmanship found by LAWA not to conform to the contract requirements. Design/Builder shall promptly segregate and remove rejected material from the premises.

F. If Design/Builder does not promptly replace rejected material or correct rejected workmanship, LAWA may,

1. By contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to Design/Builder, or

2. Terminate Design/Builder's right to proceed in accordance with the clause "TERMINATION FOR DEFAULT".

GC- 18. PUBLICITY AND ADVERTISING

A. Neither the Design/Builder nor its subcontractors or suppliers shall include any reference to the Contract or to 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 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.

GC- 19. 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, 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 limited or mass media systems, shall be immediately referred by the Design/Builder to the PMT. 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-20. 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, agents, or servants, 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 removal and/or clean-up shall be at Design/Builder's sole cost and expense, 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 during the performance of the Work or

   (b) Were disclosed to the Design/Builder in writing prior to commencement of the Work.

   To the extent hazardous substances are discovered that were not introduced to the site by the Design/Builder and not disclosed to the Design/Builder prior to commencing 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 the Design/Builder prior to commencing the Work, the Design/Builder is entitled to additional compensation. With respect to hazardous substances that the Design/Builder does not introduce to the 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.

2. The Design/Builder's obligation to remediate hazardous substances is limited to the Scope of 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 scope of 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.

3. 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 shall 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 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-21. SITE INVESTIGATION

A. The Design/Builder shall investigate the Site and adjacent areas to ascertain conditions affecting necessary procedure and sequence of Work operations for execution of the Contract and to ascertain site conditions, character, quality and quantity of surface, subsurface and above-the-ceiling services, utilities, and materials that will be encountered. The Design/Builder shall verify all dimensions in the field and shall check and map field conditions continuously during construction. LAWA assumes no responsibility whatsoever with respect to the Design/Builder's interpretation of subsurface and above-ceiling and floor-embedded 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. The Design/Builder shall notify LAWA prior to the demolition, removal or relocation of any subsurface utility not identified in the Contract Documents. Notwithstanding the above, any delay associated with the Design/Builder's failure to identify concealed installations as required by this General Condition shall be to the account of the Design/Builder. Should the Design/Builder's investigations indicate a potentially changed scope of work, the Design/Builder may submit a Contractor Potential Change Notice.

B. The Design/Builder is responsible for field verifying and mapping all existing above ceiling-utilities and services modified by the work or in the right-of-way of the Work where the ceiling is to remain, including type, category, end-source and upstream panel source and what the utility or service serves. Above-ceiling surveys, signal ring-out testing, mapping and acceptance of the existing above ceiling services and utilities and wire plan shall precede segregable phase systems demolition and relocation activities. The Design/Builder is required to provide written notice to LAWA, affected tenants, and utility owners affected by the demolition or bypass or service interruption work a minimum of five (5) work days prior to the demolition or service interruption commencing. Should the Design/Builder's investigations indicate a potentially changed scope of work, the Contract may submit a Contractor Potential Change Notice.

GC-22. SUBSURFACE DATA

A. All soil and test hole data, water table elevations, and soil analyses shown on the Project Criteria apply only at the location of the test holes and to the depths indicated. Soil test reports for test holes have been provided to the Design/Builder. Any additional subsurface

exploration shall be done by the Design/Builder at its own expense.

B. The indicated elevation of the water table is that which existed on the date when the test hole data was determined. It is the Design/Builder's responsibility to identify differences in the elevation of groundwater at the date of project construction.

C. Certain test borings may have been made on the Site by LAWA. The said investigations of subsurface conditions were made for the purposes of design studies, and LAWA assumes no responsibility whatsoever for the Design/Builder's interpretation thereof. There is no guarantee or warranty, either expressed or implied, that conditions indicated are representative of those existing throughout the Work, or any part of it, or that unexpected developments may not occur.

D. If conditions are encountered at the site which are:

1. Subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or

2 Unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Project Criteria, or

The Design/Builder may submit a Contractor Potential Change Notice in accordance with these General Conditions.

E. All available reports, are part of the Project Criteria.

GC-23. 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 implements or other artifacts, animal bones, human bones, and fossils.

C. The Design/Builder shall be responsible for reviewing and complying with the following documents for the duration of this project, which are available for review in LAWA's office:

1. LAX Master Plan Mitigation Monitoring & Reporting Program

2. Archeological Treatment Plan for the LAX Master Plan, February, 2005 – Final Draft

3. Paleontological Management Treatment Plan for the LAX Master Plan, February, 2005

D. Pursuant to LAWA commitments, periodic sampling for archaeological and paleontological discoveries may take place by LAWA at grading and excavation areas/sites. The Design/Builder and his key personnel shall be required to attend a training session in order to be able to identify potential archeological and paleontological resources. The training session will be provided at the jobsite and administered by LAWA. The training session is expected to take approximately two hours.

E. The Design/Builder shall make grading and excavation sites available, as directed by LAWA, in order for these samples to be collected. In the event that archaeological or paleontological discoveries are made, the Design/Builder shall cordon off the affected area and continue working in other areas of the Project.

F. The Project archaeologist/paleontologist provided by LAWA shall be empowered to halt

construction activities in the immediate area if potentially significant discoveries are identified. In the event of determination and notification by the Project archaeologist or paleontologist that a potentially significant or unique archaeological/ cultural discovery has been unearthed, LAWA shall be notified, and grading operations shall cease immediately in the affected area until geographic extent is verified. The Design/Builder shall coordinate with LAWA's project archaeologist or paleontologist for standard procedures and requirements for treatment.

G. If human remains are found, all grading and excavation activities in the vicinity shall cease immediately. The Design/Builder shall immediately relocate all construction activities a minimum of 100 feet from the discovery area. The Design/Builder shall immediately contact LAWA.

H. Nothing in this General Condition serves as a waiver of the right to request a change in accordance with the General Conditions.

GC-24. USE OF IMPROVEMENTS DURING CONSTRUCTION

A. LAWA reserves the right to take over and utilize all or part of any completed facility, equipment, system, furnishing, or appurtenance. The Design/Builder will be notified in writing in advance of such action. Such action by LAWA will relieve the Design/Builder of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except Design/Builder operations or negligence. The Design/Builder will not be required to re-clean such portions of the improvement before field acceptance, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the Design/Builder from full responsibility for correcting defective work or materials.

B. In the event LAWA exercises the right to place into beneficial use or service and utilize all or part of any completed facility, equipment, system, furnishing, or appurtenance, LAWA will assume the responsibility and liability for injury to persons or property resulting from the utilization of the facility, equipment, system, furnishing, or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act or omission by the Design/Builder, subcontractor, their officers, employees or agents, or failure to perform the Work in accordance with the Contract Documents.

C. Whenever LAWA plans to exercise said right, the Design/Builder will be notified by LAWA, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service. Following LAWA's inspection, witnessed acceptance test, demonstration, training, and establishment of a Final Inspection Correction List, a Statement of Partial Acceptance will be issued, for the portion or portions of the Work to be utilized. If LAWA utilizes Phases of the Work for their intended purpose, failure to issue such a Statement of Partial Acceptance shall not be the basis to withhold release of any retention due under the Contract.

D. LAWA may in his sole discretion, and if the Work is progressing satisfactorily, release part of the retention on portions of the Work for which a Statement of Partial Acceptance has been issued, provided that all of the following conditions have been met:

1. Partial final inspection corrections have been completed to the satisfaction of LAWA.
2. The Design/Builder submits a written request for release of retention, which includes a verifiable valuation and waivers of lien of the identified portions of the Work covered by the Statement of Partial Acceptance.
3. Effected Subcontractors, Suppliers and the Design/Builder's Surety all agree in

writing to release of retention.

4. The Design/Builder signs a LAWA administrative document that specifically states the value of the segregable retention being released.

E. The Design/Builder is hereby made aware that the existing and constructed structures involved in the Work and adjacent exterior areas shall be continuously occupied during all phases of construction. The Design/Builder is responsible for the repair and/or replacement for any damage caused by the Design/Builder to the premises and exterior sites, the contents therein, the equipment therein, or to the adjacent areas including contents therein. The Design/Builder shall take immediate corrective actions to minimize disruption and disturbances to building occupants and to tenant work activities and operations and to property. The Design/Builder is to abide by all provisions of these Contract Documents regarding protection of existing structures, existing tenant leased premises, safety, and maintenance of ingress and egress pathways to and within the building including exit capacity. The Design/Builder shall draw special attention to the additional requirements for Site and phased sector use, maintenance, and cleanliness indicated in the Contract Documents and on the Plans.

GC-25. 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 be maintained by the Design/Builder in full force and effect until the Work is accepted by LAWA and until all claims for materials and labor are paid, and shall other wise 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 arrange to have the Performance Bond remain in full effect for the full warranty period or one year after Final Acceptance of the Work by LAWA, whichever is longer. This shall be done as a guarantee that the Design/Builder shall satisfactorily correct any deficiencies in materials or workmanship of which LAWA notifies the Design/Builder within the period stated above. The Design/Builder shall have submitted all bonds prior to the execution of the Contract by LAWA.

E. Should any bond become insufficient, the Design/Builder shall renew the bond within 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- 26. 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- 27. CITY HELD HARMLESS

A. 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 Contractor's design professional services as defined by California Civil Code section 2782.8, Contractor'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 Contractor's negligence, recklessness or willful misconduct in the performance of the Contract.

B. 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.

C. In Contractor'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 survive the termination of this Agreement.

GC- 28. PATENT FEES OR ROYALTIES; INDEMNIFICATION OF THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

A. The Maximum Contract Amount 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 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 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- 29. 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, subcontractor, supplier, materialman, 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.

GC- 30. 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 in the Los Angeles County Superior Court, Southwest District.

GC-31. COMPLIANCE WITH APPLICABLE LAWS

A. The Design/Builder shall at all times during the performance of its obligations under this Contract comply with all applicable present and/or future local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations. The 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. The Design/Builder shall keep fully informed of State and Federal laws and County and Municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. The Design/Builder shall at all times observe and comply with such laws, ordinances, and regulations.

GC- 32. ASSIGNMENT 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 the Board.

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 partnership or limited liability company, the transfer of fifty percent (50%) or more of the partnership interest or membership or the dissolution of the Design/Builder; and,

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.

GC- 33. CONFLICT OF INTEREST

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

GC- 34. WAIVER

The waiver by either party 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- 35. MEETINGS WITH LAWYERS IN ATTENDANCE

The Design/Builder shall inform LAWA at least 48 hours in advance of any Project-related meeting(s) where Design/Builder intends to have a lawyer present.

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;

5. Within three (3) 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 other reasonable steps 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 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 not withstanding any time limitations specified elsewhere in the Contract Documents, within seven (7) calendar days after receipt of notice to resume Work, submit to LAWA a Change Request setting forth the schedule impact and monetary impact of the suspension in sufficient detail to permit thorough analysis. Adjustment of Contract Time, if appropriate, will be made pursuant to the provisions of the Contract Documents. Adjustment of the Maximum 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.

E. Suspension Because of 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 Contract 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 the 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.

G. No suspension or withdrawal of suspension shall entitle Design/Builder to any prospective profits or the losses of damage of any kind resulting from such suspension or withdrawal of suspension. Furthermore, no damages, compensation, or claims shall be payable to Design/Builder for any inconvenience, interruption or cessation of Design/Builder's business, or loss of income arising from any suspension or withdrawal of suspension.

GC- 37. TERMINATION FOR CONVENIENCE

A. Termination

LAWA may terminate the Contract and the performance of the Work by Design/Builder in whole or, from time to time, in part, which LAWA may direct at its sole discretion. LAWA shall terminate by delivering to Design/Builder a written Notice of Termination for Convenience or Notice of Partial Termination for Convenience specifying the extent of termination and its effective date. Termination or partial termination of the Contract shall not relieve any Surety of its obligation for any claims arising out of the Work performed.

B. Design/Builder's Responsibilities After Receipt of Notice of Termination

After receipt of a Notice of Termination for Convenience or Notice of Partial Termination for Convenience, and except as otherwise directed by LAWA, Design/Builder shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due, if any, under this clause.

1. Stop Work as specified in the notice.
2. Notify all affected Subcontractors that the Contract is being terminated and that their Subcontracts (including orders for materials, services or facilities) are not to be further performed unless otherwise authorized in writing by LAWA.
3. Place no further Subcontracts (including orders for materials, services or facilities), except as necessary to complete the continued portion of the Work, if any, or for mitigation of damages.
4. Unless instructed otherwise by LAWA, terminate all Subcontracts to the extent they relate to the Work terminated.
5. Assign to LAWA in the manner, at the times, and to the extent directed by LAWA, all of the right, title, and interest of Design/Builder under the Subcontracts so terminated, in which case LAWA will have the right, in its sole discretion, to accept performance, settle or pay any termination settlement proposal arising out of the termination of such Subcontract.
6. Subject to the prior written approval of LAWA, settle all outstanding liabilities and all termination settlement proposals arising from termination of Subcontracts.
7. No later than 120 days from the effective date of termination, unless extended in writing by LAWA upon written request of Design/Builder within this 120-day period, provide LAWA with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, as well as any documentation or other property required to be delivered hereunder which is either in the process of development or previously completed but not yet delivered to LAWA, and such other information as LAWA may request; and transfer title and deliver to LAWA through bills of sale or other document of title, as directed by LAWA, (a) the Work in process, completed Work, supplies and other material produced or acquired for the Work terminated, and (b) the Design Documents, Construction Documents and all other completed or partially completed analysis, calculations, drawings (including plans, elevations, sections, details and diagrams), specifications, records, samples, information and other property that would have been required to be furnished to LAWA if the Work had been completed. Where applicable Design/Builder shall deliver both data and printouts.
8. Complete performance in accordance with the Contract Documents of all Work not terminated.
9. Take all action that may be necessary, or that LAWA may direct, for the safety, protection and preservation of (a) the public, including public and private vehicular movement, (b) the Work and (c) equipment, machinery, materials and property in the possession of Design/Builder, in which LAWA has or may acquire an interest.
10. As authorized by LAWA in writing, use its best efforts to sell at reasonable prices any property provided, however, that Design/Builder (a) is not required to extend credit to any purchaser, and (b) may acquire the property under the conditions prescribed and at prices approved by LAWA. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by LAWA under the Contract Documents or paid in any other manner directed by LAWA.

11. If requested by LAWA, withdraw from areas where it is performing Work as may be designated by LAWA and remove such materials, equipment, tools and instruments used by, and any debris or waste materials generated by Design/Builder and any Subcontractor in the performance of the Work as LAWA may direct.

12. Take other actions directed by LAWA.

C. Acceptance

1. Design/Builder shall continue to be responsible for damage to materials after issuance of the Notice of Termination for Convenience, except as follows:

   a) Design/Builder's responsibility for damage to materials for which partial payment has been made as provided herein shall terminate when LAWA's designated representative certifies that those materials have been stored in the manner and at the locations directed by LAWA.

   b) Design/Builder's responsibility for damage to materials purchased by LAWA subsequent to the issuance of the notice that the Contract is to be terminated shall cease when title and delivery of those materials has been taken by LAWA.

2. When LAWA's Project Manager determines that Design/Builder has completed the Work directed to be completed prior to termination and such other work as may have been ordered to secure the Project for termination, LAWA's Project Manager will recommend that LAWA formally accept such Work, and immediately upon and after the acceptance by LAWA, Design/Builder will not be required to perform any further work thereon and shall be relieved of any further contractual responsibilities for injury to persons or property which occurs after the formal acceptance of such Work by LAWA.

D. Settlement Proposal

After receipt of a Notice of Termination for Convenience or Notice of Partial Termination for Convenience, Design/Builder shall submit a final termination settlement proposal to LAWA in the form and with the certification prescribed by LAWA. Design/Builder shall submit the proposal promptly, but no later than 120 days from the effective date of termination unless Design/Builder has requested a time extension in writing within such 120-day period and LAWA has agreed in writing to allow such an extension. Design/Builder's termination settlement proposal shall then be reviewed by LAWA and acted upon, returned with comments, or rejected. If Design/Builder fails to submit the proposal within the time allowed, LAWA may determine, on the basis of information available, the amount, if any, due Design/Builder because of the termination and shall pay Design/Builder the amount so determined.

E. Amount of Negotiated Termination Settlement

Design/Builder and LAWA shall seek to negotiate a settlement by reason of the total or partial termination of Work for convenience pursuant. Such negotiated settlement may include reasonable profit solely on Work which has actually been performed by Design/Builder. LAWA may assert backcharges and offsets in any such negotiations. Upon determination of the settlement amount the Contract will be amended accordingly, and Design/Builder will be paid the agreed amount, if any. LAWA's execution and delivery of any settlement agreement shall not affect any of its rights under the Contract Documents with respect to completed Work, relieve Design/Builder from its obligations with respect thereto, including Warranties, or affect Design/Builder's rights under the Performance Bond and/or Payment Bond. In no event will the compensation to Design/Builder for a total or partial termination for convenience added to the amount previously paid by LAWA to the

Design/Builder exceed its percentage of completion multiplied by the then current contract amount. By example, if the Contract amount is $10,000,000 and the contract is 50% complete, the total of payments to Design/Builder cannot exceed $5,000,000.

F. No Agreement as to Amount of Termination Settlement

If Design/Builder and LAWA fail to agree upon the whole amount to be paid Design/Builder by reason of the termination of Work for convenience pursuant to this section, the amount payable (exclusive of interest charges) shall be determined by LAWA in accordance with the following section.

1. LAWA will compensate Design/Builder for the sum of the following amounts for Work performed prior to the effective date of the Notice of Termination for Convenience or Notice of Partial Termination for Convenience:

   a) Design/Builder's actual reasonable out-of-pocket cost, including equipment costs, only to the extent permitted by this Contract, for all Work performed, including mobilization, demobilization and work done to secure the Project for termination, including reasonable overhead and accounting for any refunds payable with respect to insurance premiums, deposits or similar items, as established to LAWA's satisfaction. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by Design/Builder, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. Deductions will also be made, when the contract is terminated as the result of a Force Majeure event, for the cost of materials damaged by the "occurrence." When, in the opinion of LAWA, the cost of a contract item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that Work in compliance with the requirements of the Contract Documents and the excessive actual cost shall be disallowed.

   b) The cost of settling and paying claims arising out of the termination of Work, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractor prior to the effective date of the Notice of Termination for Convenience or Notice of Partial Termination for Convenience of Work under the Contract.

   c) The reasonable out-of-pocket cost (including reasonable overhead) of the preservation and protection of property incurred pursuant to LAWA's direction and any other reasonable out-of-pocket cost (including overhead) incidental to termination of Work under the Contract, including the reasonable cost to Design/Builder of handling material returned to the vendor, delivered to LAWA or otherwise disposed of as directed by LAWA, and including a reasonable allowance for Design/Builder's administrative costs in determining the amount payable due to termination of the Contract.

2. Design/Builder acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the Work performed plus its settlement costs, and that items such as lost or anticipated profits, unabsorbed overhead and opportunity costs shall not be recoverable by it upon termination of the Contract. Furthermore, in the event that any refund is payable with respect to insurance or bond premiums, deposits or other items which were previously passed through to LAWA by Design/Builder, such refund shall be paid directly to LAWA or otherwise credited to LAWA. Except for normal spoilage, and except to the extent that LAWA will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts

payable to Design/Builder, the fair value, as determined by LAWA, of equipment, machinery, materials and property which is destroyed, lost, stolen, or damaged so as to become undeliverable to LAWA, or sold pursuant to this Contract. Upon determination of the amount of the termination payment, the Contract shall be amended to reflect the agreed termination payment, Design/Builder shall be paid the agreed amount, and the Contract amount changed accordingly.

3. If a termination hereunder is partial, Design/Builder may file a proposal with LAWA for an equitable adjustment of the price for the continued portion of the Contract. Any proposal by Design/Builder for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by LAWA. The amount of any such adjustment as may be agreed upon shall be set forth in an amendment to the Contract.

4. All compensation payable hereto is subject to the cap set forth in section E above.

G. Reduction in Amount of Claim

The amount otherwise due Design/Builder pursuant to a termination for convenience shall be reduced by (a) the amount of any claim which LAWA may have against any Design/Builder-Related Entity in connection with the Contract, (b) the agreed price for, or the proceeds of sale, of property, materials, supplies or other things acquired by Design/Builder or sold, and not otherwise recovered by or credited to LAWA, (c) all unliquidated advance or other payments made to or on behalf of Design/Builder applicable to the terminated portion of the Work or Contract, (d) amounts that LAWA deems advisable to retain to cover any existing or threatened claims, Liens and stop notices relating to the Project, including claims by Utility Owners, (e) the cost of repairing any nonconforming Work and (f) any amounts due or payable by Design/Builder to LAWA.

H. Subcontracts

Design/Builder shall ensure that provisions are included in each Subcontract (at all tiers) regarding terminations for convenience, allowing such terminations to be passed through to the Subcontractors and establishing terms and conditions relating thereto, including procedures for determining the amount payable to the Subcontractor upon a termination, consistent with this Contract.

I. No Consequential Damages

Under no circumstances shall Design/Builder be entitled to anticipatory or unearned profits or consequential or other damages as a result of a termination or partial termination under this Section. The payment to Design/Builder determined in accordance with this Section constitutes Design/Builder's exclusive remedy for a termination hereunder.

GC- 38. TERMINATION FOR DEFAULT

A. Default of Design/Builder

1. Design/Builder shall be in default under the Contract upon the occurrence of any one or more of the following events or conditions:

   a) Design/Builder fails promptly to begin the Work under a Task Order following issuance of a Notice to Proceed, or fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from LAWA to do so or (if applicable) after cessation of the event preventing performance;

b) Design/Builder materially fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in design and construction of the Project, or refuses to remove and replace rejected materials of nonconforming or unacceptable Work;

c) Design/Builder suspends, ceases, stops or abandons the Work or fails to continuously and diligently prosecute the Work (exclusive of work stoppage (i) due to termination by LAWA, or (ii) due to and during the continuance of a Force Majeure Event or suspension by LAWA);

d) Design/Builder fails to maintain the insurance and bonds required hereunder;

e) Design/Builder shall have assigned or transferred the Contract Documents or any right or interest herein, except as expressly permitted pursuant to this Contract;

f) Design/Builder shall have failed, absent a valid dispute, to make payment when due for labor, equipment or materials in accordance with its agreements with Subcontractors and applicable law, or shall have failed to comply with any state or federal law or failed reasonably to comply with the instructions of LAWA consistent with the Contract Documents;

g) Design/Builder materially breaches any other agreement, representation or warranty contained in the Contract Documents;

h) Failure of Design/Builder to discharge or obtain a stay of any final judgment(s) or order for the payment of money against it in excess of $100,000 in the aggregate which remains outstanding for a period in excess of six months (provided that for purposes hereof posting of a bond in the amount of 125% of such judgment or order shall be deemed an effective stay);

i) Issuance of any final judgment holding Design/Builder liable for an amount in excess of $100,000 based on a finding of intentional or reckless misconduct or violation of a state or federal false claims act;

j) Any representation or warranty made by Design/Builder in the Contract Documents or the Proposal or any certificate, schedule, instrument or other document delivered by Design/Builder pursuant to the Contract Documents shall have been false or materially misleading when made;

k) Design/Builder commences a voluntary case seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect; seeks the appointment of a trustee, receiver, liquidator, custodian or other similar offcial of it or any substantial part of its assets; becomes insolvent, or generally does not pay its debts as they become due; admits in writing its inability to pay its debts; makes an assignment for the benefit of creditors; or takes any action to authorize any of the foregoing; or any of the foregoing acts or events shall occur with respect to any Surety; or

l) An involuntary case is commenced against Design/Builder seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to Design/Builder or Design- Builder's debts under any bankruptcy, insolvency or other similar Governmental Rules now or hereafter in effect; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of Design/Builder or any substantial part of Design/Builder's assets; seeking the issuance of a writ

of attachment, execution, or similar process; or seeking like relief, and such involuntary case shall not be contested by Design/Builder in good faith or shall remain undismissed and unstayed for a period of 60 days; or any such involuntary case; or any of the foregoing acts or events shall occur with respect to any Surety.

2. Design/Builder and Surety shall be entitled to 10 days written notice and opportunity to cure any breach before an Event of Default is declared, provided that no such notice and opportunity to cure is required for any breach which by its nature cannot be cured. Failure to provide notice to Surety shall not preclude LAWA from exercising its remedies against Design/Builder. If a breach is capable of cure but, by its nature, cannot be cured within 10 days, as determined by LAWA, such additional period of time shall be allowed as may be reasonably necessary to cure the breach so long as Design/Builder commences such cure within such 10-day period and thereafter diligently prosecutes such cure to completion; pr. vided, however, that in no event shall such cure period exceed 180 days in total. Design/Builder hereby acknowledges and agrees that the events described in subitems k and l above are not curable. Notwithstanding the foregoing, LAWA may, without notice and without awaiting lapse of the period to cure any default, in the event of existence of a condition on or affecting the Project which LAWA believes poses an immediate and imminent danger to public health or safety, rectify the dangerous condition at Design/Builder's cost.

B. Remedies

1. If any breach described in this section is not subject to cure or is not cured within the period (if any) specified by this section, may declare that an "Event of Default" has occurred and notify Design/Builder to discontinue the Work. The declaration of an Event of Default shall be in writing and given to Design/Builder and Surety. In addition to all other rights and remedies provided by law or equity and such rights and remedies as are otherwise available under the Contract and the Performance Bond, if an Event of Default shall occur, then LAWA shall have the following rights without further notice and without waiving or releasing Design/Builder from any obligations and Design/Builder shall have the following obligations (as applicable):

   a) LAWA may terminate the Contract or a portion thereof, including Design/Builder's rights of entry upon, possession, control and operation of the Project.

   b) If and as directed by LAWA, Design/Builder shall withdraw from the Site and the Office Space and shall remove materials, equipment, tools and instruments used by, and any debris or waste materials generated by, any Design/Builder-Related Entity in the performance of the Work;

   c) Design/Builder shall deliver to LAWA possession of any or all Design Documents, Construction Documents and all other completed or partially completed drawings (including data, analysis, calculation plans, elevations, sections, details and diagrams), specifications, records, information schedules, samples, shop drawings, electronic files and other documents and facilities related to the Project that LAWA deems necessary for completion of the Work;

   d) Design/Builder shall confirm the assignment to LAWA of the Subcontracts requested by LAWA and Design/Builder shall terminate, at its sole cost, all other Subcontracts;

   e) LAWA may deduct from any amounts payable by LAWA to Design/Builder such amounts payable by Design/Builder to LAWA, including reimbursements owing,

Liquidated Damages or other damages that LAWA has determined may be payable to LAWA under the Contract Documents;

f) LAWA may appropriate any or all materials and equipment on the Site as may be suitable and acceptable and may direct the Surety to complete the Contract or may enter into an agreement for the completion of the Contract according to the terms and provisions hereof with another contractor or the Surety, or use such other methods as may be required for the completion of the Contract, including completion of the Work by LAWA. If the Surety fails to promptly cause the Work to be completed, LAWA may elect to perform the work itself and hold Design/Builder and Surety liable for any such costs; and/or

g) If LAWA exercises any right to perform any obligations of Design/Builder, in the exercise of such right LAWA may, but is not obligated to, among other things:

h) perform or attempt to perform, or cause to be performed, such work; (ii) spend such sums as LAWA deems necessary and reasonable to employ and pay such architects, engineers, consultants and contractors and obtain materials and equipment as may be required for the purpose of completing such work; (iii) execute all applications, certificates and other documents as may be required for completing the work; (iv) modify or terminate any contractual arrangements; (v) take any and all other actions which it may in its sole discretion consider necessary to complete the Work; and (vi) prosecute and defend any action or proceeding incident to the Work.

2. If an Event of Default shall have occurred, Design/Builder and Surety shall be liable to LAWA (in addition to any other damages under the Contract Documents except for those costs intended to be covered by Liquidated Damages payable hereunder) for all costs reasonably incurred by LAWA or any party acting on LAWA's behalf in completing the Work or having the Work completed by another Person (including any re-procurement costs, and increased financing costs). Upon occurrence of an Event of Default and so long as it continues, LAWA shall be entitled to withhold all or any portion of further payments to Design/Builder until Final Acceptance or the date on which LAWA otherwise accepts the Project as complete or determines that it will not proceed with completion, at which time LAWA will determine whether Design/Builder is entitled to further payments. Promptly following Project Acceptance or the date on which LAWA otherwise accepts the Project as complete or determines that it will not proceed with completion, the total cost of all completed Work shall be determined, and LAWA shall notify Design/Builder and its Surety in writing of the amount, if any, that Design/Builder and its Surety shall pay LAWA or LAWA shall pay Design/Builder or its Surety with respect thereto. All costs and charges incurred by LAWA, including attorneys', accountants' and expert witness fees and costs, together with the cost of completing the Work under the Contract Documents, will be deducted from any moneys due or which may become due Design/Builder or its Surety. If such expense exceeds the sum which would have been payable under the Contract, then Design/Builder and its Surety(ies) shall be liable and shall pay to LAWA the amount of such excess. If the Surety fails to pay such amount immediately upon LAWA's demand, then LAWA shall be entitled to collect interest from the Surety on the amounts LAWA is required to pay in excess of the remaining balance of the Contract Price. The interest rate which the Surety shall pay shall the lesser of (a) 10% per annum or (b) the maximum rate allowable under California law. The interest rate shall accrue on all amounts LAWA has had to pay excess of the remaining balance of the Task Order Price from the date of LAWA payment.

3. In lieu of the provisions of this section for terminating the Contract and completing the Work, LAWA may elect, in the alternative and in its sole discretion, to pay Design/Builder for the Work already done according to the provisions of the Contract Documents and may treat the parts remaining undone as if they had never been included or contemplated by the Contract. No claim under this provision will be allowed for prospective profits on, or any other compensation relating to, Work uncompleted by Design/Builder.

4. Subject to this section, in the event that the Contract is terminated for grounds which are later determined not to justify a termination for default, such termination shall be deemed to be a termination for convenience.

5. The exercise or beginning of the exercise by LAWA of any one or more rights or remedies under this section shall not preclude the simultaneous or later exercise by LAWA of any or all other such rights or remedies, each of which shall be cumulative.

6. Design/Builder and Surety shall not be relieved of liability for continuing Liquidated Damages on account of a default by Design/Builder hereunder or by LAWA's declaration of an Event of Default, or by actions taken by LAWA under this section.

7. LAWA's remedies associated with any false statement contained in Design/Builder's response to the RFP shall include the right to rescind the Contract.

GC- 39. LIMITATION OF CONSEQUENTIAL DAMAGES

A. Except as otherwise provided in “Liquidated Damages” or “Early Completion Incentives” and reserving to LAWA any rights it may have therefore, the Design/Builder and the City agree that recovery of consequential damages arising out of or relating to the performance or non-performance of this Contract, including but not limited to a breach resulting in termination, shall not cumulatively exceed the amount of thirty million dollars ($30,000,000).

Design/Builder and City agree that any and all amounts for claims of consequential damages against each other in excess of the cumulative amount of thirty million dollars ($30,000,000 are hereby waived. This mutual waiver includes, but is not limited to:

1. Damages incurred by the City 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; and

2. 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.

B. This Article is not a limitation on Design/Builder's indemnity obligations.

C. The waiver of consequential damages in this Article will not apply to the extent consequential damages are covered by City’s or Design/Builder’s insurance

GC- 40. PROSECUTION OF WORK

A. The Design/Builder shall give LAWA full information in advance as to its plans for performing each part of its Work. The Design/Builder shall diligently prosecute the Work to completion.

B. All Work performed and services provided hereunder by the Design/Builder shall conform to the highest professional standards for the design and construction industries in the State of California.

C. 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.

D. 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.

E. 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.

F. 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 necessaries so as to ensure the prosecution of the Work in accordance with the construction schedule as set forth in the Article titled “Scheduling of Work.”

G. In the event of any dispute by and between LAWA and the Design/Builder, Design/Builder shall proceed diligently with the work, as directed by LAWA. Failure to proceed diligently at LAWA's direction will constitute a substantial breach of this Contract. Design/Builder agrees that any dispute it may have shall be handled pursuant to the disputes provisions of this Contract. Notwithstanding the existence of any dispute, Design/Builder shall perform as directed by LAWA in a diligent manner and without delay, it shall abide by LAWA's decision, or order and it shall comply with all applicable provisions of the Contract Documents.

GC- 41. PROGRESS

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. If within a reasonable period as determined by LAWA, the Design/Builder does not improve performance to meet the currently approved Construction 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. 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 LAX 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 in crossing active taxiways, delays due to periodic holding of truck traffic through NAVAID 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 which is a delay to the critical path of the project, which 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 or agents;

5. Design/Builder has timely satisfied 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. 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 could not be 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 timely satisfied all requirements in the Contract Documents for making a claim for compensation pursuant to a compensable delay.

6. The construction durations in the Master Baseline Schedule shall take into consideration the Contract's governing number of expected construction delays due to rain in excess of one tenth (0.1) inch of rain per day or other adverse weather conditions.

The chart below sets forth the Contract's governing number of expected rain days at Los Angeles International Airport in excess of one tenth (0.1) inch of rain per day.

PER/MONTH	AVERAGE No. OF RAIN DAYS
January	Five (5)
February	Five (5)
March	Five (5)
April	Two (2)
May	One (1)
June	Zero (0)

July	Zero (0)
August	Zero (0)
September	One (1)
October	One (1)
November	Two (2)
December	Three (3)
PER/YEAR	Twenty-Five (25)

Other adverse weather conditions, such as fog, may require a stoppage of certain construction activities, such as crane operations, due to air space restrictions. The Contract's governing number of expected days for these types of adverse weather conditions is Fifteen (15) days during a year.

Therefore, the Design/Builder may not submit a delay claim nor will any delay claim be granted for rain and adverse weather conditions that do not exceed a total of forty (40) work days in a calendar year.

GC- 43. EXTENSIONS OF TIME

A. Extensions of time, when granted, will be based upon the effect of LAWA-caused delays to completion of the Work. Any request for extensions of time and for compensation due to 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- 44. 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) are beyond the Design/Builder's control, were not anticipatable by Design/Builder and could not be mitigated by Design/Builder, regardless of the cost of mitigation: 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, board, department, commission or city of the United States or of any State, civil disturbances, and explosions. Rain, snow, ice, fog or other adverse weather conditions shall not be considered events of Force Majeure; therefore, any delay resulting therefrom shall be considered a non-excusable delay, except to the extent that the rainfall exceeds the total rain and adverse weather conditions as defined in the General Condition, Scheduling of the Work, and such rainfall delays progress of Critical Path work activities.

B. Interruptions of the Design/Builder's work resulting from a general or localized evacuation required by the FAA, TSA or any federal, state or city is not a Force Majeure event, unless such event exceeds 12 consecutive hours and affects the progress of a critical path activity.

C. 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.

D. 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, extent and nature of such Force Majeure in writing to the other party within forty-eight (48) hours after the commencement of the Force Majeure event. 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.

E. Nothing within this Article shall restrict the City's rights to pursue a termination or suspension pursuant to the Contract Documents.

GC- 45. LIQUIDATED DAMAGES

A. The parties recognize and agree that time is of the essence for this Contract. If the Date of Substantial Completion as determined by the Certificate of Partial Acceptance or Final Acceptance 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.

B. 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.

C. Any LAWA progress payment is not a waiver of liquidated damages or consequential damages.

D. When a proprietary or sole source item is required by the Contract Documents, the Design/Builder shall include a provision for liquidated damages in subcontracts of any tier or in purchase orders.

GC- 46. WORK SEQUENCE

The work sequence shall be in compliance with Phasing, Sequencing and Milestones as indicated in the Contract Documents and in accordance with the LAWA-approved Master Baseline Schedule developed by the Design/Builder.

GC- 47. SCHEDULING OF THE WORK

The Design/Builder shall develop submit schedules in accordance with the Contract's Special Conditions and General Requirements (Division 01).

GC- 48. SUBSTANTIAL COMPLETION/PARTIAL ACCEPTANCE

A. When the Design/Builder determines that the Work is Substantially Complete, the Design/Builder shall submit its Notice of Substantial Completion of the Work including a list of minor items (Design/Builder's Punch List) to be completed or corrected before Final Acceptance that would not affect beneficial occupancy.

B. Within ten (10) Days after receipt of the Design/Builder's Notice of Substantial Completion of the Work, LAWA, Design/Builder, and such other representatives as LAWA deems appropriate, shall make an inspection of the Work.

C. If the LAWA inspection determines that the Work is Substantially Complete and is suitable for Beneficial Occupancy, LAWA will issue a Certificate of Partial Acceptance. A Punch List shall be prepared by LAWA and attached to the Certificate of Partial Acceptance. The Punch List will consist of those items listed by the Design/Builder and LAWA to be completed or corrected as supplemented by those items observed and noted during the inspection.

D. The Certificate of Partial Acceptance with the attached Punch List shall be signed by LAWA and the Design/Builder to evidence their written acceptance of the responsibilities assigned to them in such Certificate. The Certificate of Partial Acceptance shall not relieve the Design/Builder of the responsibility to complete all Work in accordance with the Contract Documents. 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 Certificate of Partial Acceptance shall establish the Date of Substantial Completion of the Work. LAWA shall be responsible for water, heat, and utilities unless otherwise agreed to and stated on the certificate. The Certificate shall state the responsibilities of LAWA and the Design/Builder for security, maintenance, property insurance premiums, and damage to the Work, list the items still to be completed by the Design/Builder, and fix the time, not to exceed 120 calendar days, within which the Design/Builder shall complete the items listed therein. Should the Design/Builder not complete all of the above-noted list of items still to be completed within 120 calendar days of the Date of Substantial Completion, LAWA will arrange for the completion of that work and backcharge the Design/Builder for the cost of completion of that work.

F. The Design/Builder shall remove all waste materials, excess materials, tools, and equipment such as scaffolding, temporary structures, and unneeded facilities such as fencing and sanitary facilities.

G. Operation and Maintenance manuals, as-built documents, training on equipment, final cleaning, commissioning, and delivery of spare parts and attic stock to LAWA are required for Partial Acceptance and Beneficial Occupancy.

H. The Certificate of Occupancy will be obtained for the occupied portion of the Work.

I. If, in the sole opinion of LAWA, the Work is determined not to be substantially complete, the parties shall cease the inspection, and all costs associated with such premature inspection, including any compensation for LAWA's additional costs shall be backcharged to the Design/Builder or deducted from the payments then or thereafter due the Design/Builder. If the payments then or thereafter due the Design/Builder are not sufficient to cover such amount, the Design/Builder shall pay the difference to LAWA.

GC- 49. FINAL COMPLETION AND ACCEPTANCE OF THE WORK

A. Final Completion

1. When the Design/Builder considers that the Work is complete, it shall submit written certification that:

   a. Work has been inspected by the Design/Builder for compliance with contract documents.

   b. Work has been completed in accordance with contract documents and Certificate of Occupancy issued.

c. Work is ready for final inspection by LAWA.

d. All required as-built and close out documents have been submitted and accepted.

e. All damaged or destroyed real, personal, public or private property has been repaired or replaced.

f. All operation and maintenance manuals and warranties have been submitted and accepted and all training and commissioning has been completed.

h. 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.

2. If LAWA finds incomplete or defective work:

a. LAWA may, at LAWA's sole discretion, either terminate the inspection or prepare a punch list and notify the Design/Builder in writing, listing incomplete or defective work.

b. The Design/Builder shall take immediate steps to remedy stated deficiencies and send a second written certification to LAWA that Work is complete.

c. LAWA will then re-inspect the Work.

d. LAWA may, at LAWA's sole discretion, have a separate contractor make corrections and deduct the cost of the corrections from the Design/Builder's final payment if the work is not promptly corrected.

B. Final Acceptance

Within 120 days after the Date Substantial Completion as established by the Certificate of Partial Acceptance, and after LAWA has made the final inspection and is satisfied that the Work has been completed in accordance with the Contract, and is satisfied that:

1. all submittals have been made and accepted,

2. all as-builts and record documents have been completed and accepted,

3. all Change Orders executed, all final quantities agreed to,

4. all other Contract Requirements, except for possible future warranty and guarantee work have been accomplished, and

5. all personnel badges and vehicle permits have been returned to LAWA Airport Security,

LAWA shall issue a document evidencing Final Acceptance. Final payment may then be processed in accordance with the Contract.

GC- 50. TAXES

All applicable taxes, including but not limited to, Los Angeles City Business Taxes. California Gross Receipts Taxes, sales taxes, use taxes or any other taxes of any nature are included in any price provided by the Design/Builder under this Contract.

GC-51. DESIGN/BUILDER'S FEE & PAYMENT; DESIGN/BUILDER'S PAYMENTS TO OTHERS

A. For all labor, materials, equipment and services rendered, for all costs direct or indirect, for all expenses incurred by the Design/Builder pursuant to this Contract, and upon satisfactory

completion of said Project, City shall pay the Design/Builder as Specified in Appendix "B," Schedule of Prices, subject to the LAWA-authorized modifications as provided for in the Contract Documents.

B. 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, or notice to withhold, as provided under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with §3082) of the California Civil Code, and the Design/Builder shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

GC-52. LAWA USE OF CONTRACT ALLOWANCES

Certain specified items of Contract Work have been designated as items that will be paid from line item Allowances prescribed in the Contract. These items of Work for which definitive scopes could not be determined by the time of Contract execution will be authorized and paid for with specific Allowance funds at the sole discretion of LAWA.

LAWA authorization will be provided by a Task Order authorizing commencement of "Allowance" Work. Design/Builder will be paid for this Work on a monthly basis at Design/Builder's documented actual costs or actual cost plus overhead and profit factors as defined in Appendix "C" or as may be further delineated or modified in the Task Order. Allowances may also be handled and paid on a negotiated lump sum or unit price basis

Each allowance item shall be considered separately for payment. Each allowance item shall be included in the Design/Builder's Schedule of Values.

Any and all remaining unused amounts in the Contract at Final Acceptance shall revert to LAWA ownership and will not be paid to the Design/Builder. The Final Contract Amount will be reconciled by a "close-out" Change Order.

GC- 53. PAYMENT AND COMPLETION

PERIODIC PAYMENTS

A. Each month there shall be paid to the Design/Builder a sum equal to ninety-percent (90%) of the value of the Work (based on the schedule of values) performed up through last day of the previous calendar month, less the aggregate of the previous payments. In order to receive payment each month, Design/Builder shall submit to LAWA for approval a Progress Estimate, approved by LAWA, based on the mutually agreed Schedule of Values.

B. Quantities used in computing partial payments shall be considered as estimates only and shall be subject to revision in subsequent estimates. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release the Design/Builder or any surety from damages arising from such work or from the enforcement of each and every provision of this Contract and LAWA shall have the right subsequently to correct any error made in any Contract Progress Estimate for payment. Materials delivered but not incorporated or installed in the Work will not be included in Progress Estimates and/or payments unless allowed by Special Conditions.

C. If a Progress Estimate received from the Design/Builder is undisputed and properly submitted, payment shall be made within thirty (30) days after received. If, however, the Progress Estimate is determined not to be proper or correct, LAWA may at its option correct the Progress Estimate and pay the amended amount or return the Progress Estimate no

later than seven (7) days after receipt, accompanied by a document setting forth in writing the reasons it is not proper.

D. The number of days available to make payment without incurring interest shall be reduced by the number of days LAWA exceeds the seven (7) day return requirement. Improper or incorrect payment estimates include, but are not limited to: the amount invoiced is inconsistent with the Contract; the estimate or performance under the Contract is in dispute and the Design/Builder has failed to otherwise comply with the Contract requirements; the item or services have not been accepted; the quantity of items delivered is less than the quantity invoiced; the items or services do not meet the quality requirements of the Contract; proper backup documentation for changed work was not attached to the estimate.

E. Notwithstanding any other provision in this Contract, as provided in Public Contract Code Section 22300 and subject to the requirements thereof, Design/Builder may substitute securities for monies withheld by LAWA to ensure proper performance under the Contract. The substitution of securities or the deposit of the amount retained shall be at the sole expense of and request of Design/Builder.

F. An Earnest Deposit may be held from the final release of retention for any of the reasons set forth in the General Requirements. In the event of a dispute between LAWA and the Design/Builder, LAWA may include in the Earnest Deposit one hundred and fifty percent (150%) of the disputed amount. All or a portion of the monies held in Earnest Deposit will be released upon satisfactory resolution.

G. The Design/Builder shall pay each subcontractor, materialman and/or supplier in the time periods required by law.

H. Final Payment

1. Subsequent to 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.

2. 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, shall create the Final Payment request. All Progress Payments shall be subject to correction in the Final Payment.

3. 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.

4. If no liens, stop notices, or claims have been filed against the Design/Builder after thirty-five (35) days from the filing of Notice of Completion, LAWA will approve payment of the entire sum due, including the release of any retention.

5. Final Completion and Payment: Upon receipt of written notice that the Work is ready for Final Inspection and Final Acceptance, LAWA will promptly make such inspection and, when LAWA finds the Work acceptable and fully performed under this Contract and in compliance with the Scope of Work of the Contract, LAWA will issue Final Acceptance.

6. The Final Payment shall not become due until the Design/Builder submits 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 the date of Substantial Completion of the Work of the Contract (as established by LAWA's Certificate of Partial Acceptance), 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 Contract, 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. Since the Maximum Contract Value includes Allowances discussed elsewhere in these General Conditions, the Final Contract Amount will be reconciled by a "close-out" Change Order.

   e. 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.

   f. 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 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.

I. Final Payment To Terminate Liability Of LAWA

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 Contract. Tender of this payment shall constitute rejection by LAWA of any unresolved claim of the Design/Builder not specifically excepted in writing by the Design/Builder.

GC-54 APPLICATIONS FOR PAYMENT

A. The Design/Builder shall submit to LAWA a Progress Estimate of the value of work done and materials used to the last day of the previous calendar month. Progress Estimates shall be made in the form of itemized invoices in duplicate on a form provided by LAWA.

B. Design/Builder warrants that upon submittal of the Progress Estimate that all work for which previous Progress Estimates have been made and payments received from LAWA shall, to the best of the Design/Builder's knowledge, information and belief, be free and clear of 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 related to the Work and that all work for which payment is demanded has been performed in accordance with the Contract and that the amount claimed is due. With each Progress Estimate, Design/Builder shall certify that the as-built drawings have been updated and jointly reviewed with LAWA for the month that payment is requested. (see Form 3, "As-Built Drawing Certification Form", Appendix 1)

C. Beginning with the second Progress Estimate, each Progress Estimate shall include an affidavit of Design/Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design/Builder's legitimate obligations associated with prior Progress Estimates.

D. Design/Builder agrees to furnish, if and when required by LAWA, receipts, vouchers, releases and/or waivers of claims for labor, material, equipment and services performed by Design/Builder and any and all subcontractors performing Work or furnishing materials under the Contract or any subcontract with Design/Builder, all in a form satisfactory to LAWA, and it is agreed that no payment shall be made except at LAWA's option until and unless such receipts, vouchers or releases and/or waivers, or any and all of them, have been furnished. Any progress payment made prior to acceptance of the Work by LAWA shall not be construed as evidence of acceptance of any part of Design/Builder's Work.

GC-55. BACKCHARGES

A. If, under the provisions of this Contract, the Design/Builder is notified by LAWA to correct defective or nonconforming work or work of others damaged by the Design/Builder or Design/Builder's defective Work, and the Design/Builder states or by its actions indicates that it is unable or unwilling to proceed with corrective action within fourteen (14) calendar days of such notification, LAWA may upon written notice proceed to accomplish the redesign, repair, rework or replacement of nonconforming Work by the most expeditious means available and backcharge the Design/Builder for the costs incurred. The cost of backcharge Work shall include:

1. Incurred labor costs including all payroll additives, fringes, transportation, subsistence and lodging for employees of the City, LAWA, and their consultants
2. Incurred net delivered material costs
3. Incurred contractor costs directly related to performing the corrective action
4. Equipment and tool rentals at prevailing rates in the Work Site area
5. All costs incidental to such corrective action including removal, disassembly, reinstallation, reconstruction, consumables, other direct and indirect costs, retesting and reinspection as may be necessary to correct the defect or demonstrate that the previously defective Work conforms to the requirements of the Contract
6. A factor of fifteen (15) percent applied to the total of items 1 through 5 above for

LAWA's administrative costs.

B. LAWA may either separately invoice or deduct from payments otherwise due to the Design/Builder the costs as provided herein. LAWA's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law, including the assessment of liquidated damages. The performance of backcharge Work shall not relieve Design/Builder of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and the Project schedule.

GC- 56. 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 the LAWA within ten (10) days after receipt of a written request from the LAWA.

D. Design/Builder shall inform the LAWA of the location of said payroll records, including the street address, City and County, and shall, within five (5) working 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 the compliance by 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, as a penalty to the LAWA, forfeit Fifty Dollars ($50.00) for each calendar 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 the 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.

GC- 57. NO ORAL MODIFICATION

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- 58. FIELD DIRECTIVES

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

GC- 59. CONTRACTOR POTENTIAL CHANGE NOTICES-CONTRACTOR INITIATED CHANGES

A. If the Design/Builder:

1. receives any instructions, interpretations or directives which it believes are at variance with the Contract Documents or will impact the Contract Schedule; or
2. encounters a differing site condition; or
3. is delayed in performing the Work; or
4. becomes aware of any other matter or circumstance which the Design/Builder believes might require a change in the Contract Documents, Contract time, or Contract Pricing,

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."

B. All Contractor Potential Change Notices shall be dated, numbered uniquely, 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 Contractor Potential Change Notice and, may provide an estimate of the adjustment in the Contract time and Contract Pricing which it believes is appropriate.

C. Time Requirements

With respect to orders, instructions, directives, interpretations, determinations, site conditions, delays or other issues in the Contract Documents, a Contractor Potential Change Notice shall be submitted before the Design/Builder acts on them, but in no event more than seven (7) working days after the events giving rise to the Design/Builder claim were reasonably received or discovered.

D. Determination by LAWA

LAWA will evaluate the Contractor Potential Change Notice for merit and provide a merit determination via a Field Directive if merit is denied or via a Change Directive if merit is granted. If a Contractor Potential Change Notice is denied by LAWA, in whole or in part, any claim for an increase in the Contract Pricing or Contract time arising out of the act or event described in the Contractor Potential Change Notice is waived unless the Design/Builder notifies LAWA within seven (7) days of the merit denial, of a dispute which then initiates the disputes resolution process. If LAWA merits the Contractor Potential Change Notice, LAWA shall issue a Change Directive directing the Design/Builder to proceed with the Contractor Change Request or directing other instructions regarding the change.

E. Submittal Requirements and Waiver of Claims

1. If the Design/Builder does not submit a Contractor Potential Change Notice 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 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 Contract time.
2. The Design/Builder shall, within twenty-one (21) days after receiving a Change Directive, provide LAWA with a complete and itemized Contractor Change Request which sets out as specifically as practicable the requested adjustments to the

Contract Pricing, Contract time or other Contract provisions. The proposal shall also contain a detailed explanation, citing all applicable provisions in the Contract Documents, which supports the Contractor Potential Change Notice. If the Design/Builder does not submit its itemized proposal 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 Contract time arising out of the act or event giving rise to or necessitating a Contractor Potential Change Notice and Contractor Change Request.

3. 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. The Design/Builder shall give LAWA and LAWA access to its books, correspondence, records, and 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.

GC- 60. SPECIFIC REQUIREMENTS FOR DELAY-BASED CONTRACTOR POTENTIAL CHANGE NOTICES

A. If the Contractor Potential Change Notice is based in whole or in part on a delay of any kind or nature, the complete itemized Contractor Change Request shall include the following information in addition to all other required information:

1. The date, nature and circumstances of each event regarded as a cause of the delay;

2. The names of all individuals acting on behalf of LAWA who are known or believed by the Design/Builder to have direct knowledge of the delay;

3. If the Design/Builder claims acceleration costs of scheduled performance or delivery, the basis upon which acceleration arose;

4. The identification of any documents and the substance of any oral communications known to the Design/Builder which substantiate, refute or concern such delay;

5. 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; and

6. The specific elements of Contract performance for which the Design/Builder may seek an equitable adjustment, including:

a. Identification of each Contract or schedule line item which has been or may be affected by such delay;

b. 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;

c. 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; and

d. Estimates of the necessary adjustments to Contract Pricing, Contract Time and any other Contract provisions affected by the delay.

GC- 61. CHANGE DIRECTIVES - LAWA INITIATED CHANGES

A. Change Directives

1. 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.

2. A Change Directive is a written directive, signed by LAWA, which directs a change to the work and requests a Contractor Change Request with a cost and schedule impact proposal from the Design/Builder. LAWA may or may not direct the Design/Builder to commence with a change in the Work prior to a complete agreement or execution of a Change Order. A Change Directive may be used when:

   a. LAWA determines that the Design/Builder must proceed immediately to perform a change in the Work in order to avoid an adverse impact on the schedule or other work, or to avoid or correct a situation where the health or safety of persons may be affected, and sufficient time is not available to negotiate a Change Order prior to starting the work. The Change Directive will direct the Design/Builder's method for tracking the cost of the changed work;

   b. LAWA and Design/Builder have not completed their negotiations and have not reached agreement on all of the terms of a Change Order, but LAWA requires the Design/Builder to proceed without such agreement. A Change Directive must be signed by LAWA or the Executive Director Designee and be within their spending authority; or

   c. LAWA and Design/Builder have reached agreement on price and/or time and LAWA requires the Work to proceed prior to execution of the Change Order.

3. Upon receipt of a Change Directive, the Design/Builder shall promptly proceed with performing the change in the Work if so instructed. The Design/Builder, within twenty-one (21) Days after receiving the Change Directive, shall provide LAWA with a complete and itemized Cost and Schedule proposal which includes the estimated increase or decrease in the Contract Amount and/or Contract time attributable to the planned changes based on the criteria and methods described in the Contract. 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 information within the time provided above.

B. Time and Materials

1. If the maximum cost of the change in the Work to be performed under a Change Directive has not been agreed upon and documented in writing in the actual Change Directive, or if such change is not fully described under a unit price set forth in the Contract Documents or the Change Directive, the Design/Builder shall proceed with such Work on a Time and Materials basis.

2. Whenever Work is performed on a Time and Materials basis, the Design/Builder shall fully document all costs associated with such Work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Design/Builder shall advise LAWA Inspection and submit to LAWA for signature a daily itemization of all such costs in such form as LAWA requires.

3. The final Contract adjustment for Change Directive changes in the Work performed on a Time and Materials basis shall be calculated in accordance with the Contract.

4. When LAWA and the Design/Builder reach agreement on an adjustment to the Contract Amount and/or Contract Time, such agreement shall be incorporated into a Change Order for execution.

5. Time and Material Changes will be reimbursed based upon the cost reimbursable guidelines outlined in the Payment section of the Contract.

GC- 62. CHANGE ORDERS

A. A Change Order 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 Contract completion date may only be changed by Change Order. Change Orders are bilateral and signed by the Design/Builder and signed by LAWA or the Executive Director Designee. LAWA may also issue unilateral Change Orders.

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 Contract 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 Contract 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. Except as otherwise specified in a Change Order, execution of a Change order by both parties shall be an accord and satisfaction of all claims by Design/Builder of any nature which arise from or relate to the Work covered by the Change Order.

GC- 63. DIFFERING SITE CONDITIONS

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, of the following:

A. 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

B. 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.

C. LAWA shall promptly 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 Contract Time, LAWA may issue a Change Directive.

D. If the Design/Builder has not fully complied with the documentation and submittal requirements of the Contractor Potential Change Notice 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 Contract Time arising out of such differing site conditions.

E. Should an agreement not be reached on a Change Order, LAWA may issue a Force Account Order 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 Force Account work and compensation for said work will be reconciled in a Change Order upon completion of the Force Account work.

GC-64. CONTRACTOR OVERHEAD AND PROFIT

A. Fifteen percent (15%) overhead and profit for the Contractor based on the estimated cost of that portion of the changed Work to be performed by the Contractor.

B. Ten percent (10%) overhead and profit for the Contractor based on the estimated cost of that portion of the changed Work to be performed by a Subcontractor, Supplier or Sub-subcontractor.

GC-65. SUBCONTRACTOR, SUPPLIER OR SUB-SUBCONTRACTOR OVERHEAD AND PROFIT

Fifteen percent (15%) overhead and profit collectively for the Subcontractor, its Suppliers, or its Sub-subcontractors based on the estimated cost of that portion of the changed Work to be performed by the Subcontractor, Supplier or Sub-subcontractor. This percentage for overhead and profit is the aggregate total mark-up payable by LAWA for any Subcontractor and its Suppliers and its Sub-subcontractors of any tier.

GC- 66. 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 order (Field Directive) to Design/Builder directing Design/Builder to proceed and specifying the work that is to be performed.

C. In such event, Design/Builder shall be entitled to submit in its payment request an amount equal to fifty-percent 50% of its estimated cost to perform the work based on the percentage of work completed. LAWA agrees to pay such amounts with the express understanding that such a payment by LAWA does not prejudice LAWA's right to complete the evaluation of the disputed work and adjust any payments made based on those findings. In turn the Design/Builder by receiving such payments does not give up its right to seek full payment of the disputed work in the event that LAWA's order is deem to be a change to the work.

GC- 67. 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 and 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 is not eligible, 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 three months of the LAWA decision that gave rise to the dispute, or if LAWA failed to respond to a Design/Builder claim, within four months of the Design/Builder claim. The Dispute Submittal is a condition precedent to consideration of a Government Code claim.

4. Any LAWA claim against the Design/Builder must be made within 90 days of Final Completion.

5. Within two months of receipt of a Dispute Submittal, the parties must engage in good faith negotiations. Either party may, within that two month period, request mediation, which mediation must be conducted with 90 days of the delivery of the Dispute Submittal. The cost of the mediator will be split equally between all participating parties.

6. In no event will a mediator make any findings.

7. Any separate agreement reached by the parties as a result of mediation or non-binding arbitration shall be implemented as a Change Order.

8. If Design/Builder does not accept the result of the negotiation of a dispute or, if requested, the mediation, and there has been no final resolution of the dispute, Design/Builder may file a Government Code claim, with the steps outlined above being a condition precedent to the filing of a Government Code Claim.

9. 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 may 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 (Design/Builder's name) and that I have reviewed the Claim presented herewith on Design/Builder'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) Design/Builder 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) Design/Builder 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 Design/Builder 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 Design/Builder and /or such Subcontractor or Supplier were in fact suffered in the amounts and for the reasons alleged in the Claim; and, (4) Design/Builder 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 Design/Builder 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 Design/Builder 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) Design/Builder has not received payment from City for, nor has Design/Builder previously released City from any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____"

GC- 68. AUDITS AND RECORDS

A. Design/Builder and its contractors of any tier shall keep accurate and complete records, as defined below, which evidence the performance of any Work, including any change or modification thereto. Design/Builder shall make a diligent effort to collect all such documents and communications on a regular basis and to ascertain that its subcontractors

are also collecting those records. All such records and communications shall be maintained until five (5) years after the final warranty date has expired. LAWA's representatives or agents shall have reasonable access to Design/Builder's facilities, shall be allowed to review and copy all documents and communications, interview all current or former employees, discuss matters pertinent to the performance of this Contract, and shall be provide adequate and appropriate work space, including use of a copier, to conduct audits in compliance with this clause.

B. Design/Builder's records include, but are not limited to, books, papers, data, documents, notes, receipts, vouchers, drawings, photos, videos, digital data, written policies and procedures, accounting records of time and expenditures, timesheets, payroll registers, payroll records, canceled payroll checks, subcontractor files, change order files, backcharge logs, invoices, and any other Design/Builder records that may have a bearing on or relate to this Contract.

C. Design/Builder agrees that its failure to maintain such records in accordance with this clause precludes Design/Builder from maintaining any request or claim for compensation from or against LAWA for any time periods for which such records were not kept, and constitutes a waiver by Design/Builder of any such claim(s) against LAWA for such time period(s).

D. If an audit or examination in accordance with this clause discloses overpricing or overcharges (of any nature) by Design/Builder to LAWA in excess of one percent (1%) of the total Contract billings, Design/Builder shall reimburse LAWA for the reasonable actual costs of LAWA's audit.

E. Design/Builder shall cause to be included in its subcontracts of any tier a clause which provides LAWA the right to audit any such subcontractor in accordance with this clause and in the manner described above.

GC- 69. 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.

GC- 70. WARRANTIES

A. Design/Builder warrants that (a) all design Work furnished pursuant to the Contract shall conform to all professional engineering principles generally accepted as standards in the airport industry and in the State of California, (b) the Work shall be free of defects, including design errors, except to the extent that such defects are inherent in prescriptive specifications included in the Contract Documents, (c) each aspect of the Work shall be fit for use for the intended function, (d) materials and equipment furnished under the Contract Documents shall be of good quality and new, and (e) the Work shall meet all the requirements of the Contract Documents and industry standards of the performance, service, life, deterioration and wear.

B. Warranty term for all items, except those listed below, shall be two (2) years from final acceptance of the Project. If LAWA were to determine that any of the Work has not met the standards set forth in the Contract, at any time within the Warranty term, the Design/Builder shall correct such Work as specified below, and repair any damage to the Project or other LAWA property to the extent caused by the failure of the Work to meet the standard as set forth in this Contract, even if the performance of such corrective work extends beyond the stated Warranty term. At LAWA's request, Design/Builder shall conduct a walk-through of the Project site with LAWA, prior to the expiration of the Warranty term, and shall produce a punchlist of those items requiring Warranty Work. Set forth in Attachment "__" are those items, and equipment and systems for which a Warranty in excess of two years shall apply and the term of the warranty for such item or equipment.

C. Upon written notice by LAWA of a breach of any warranty, guaranty or obligation, Design/Builder shall implement appropriate action to remedy such violation and shall notify LAWA in writing of the planned remedy; provided, however, in the case of an emergency requiring immediate remedial action, Design/Builder shall immediately implement such action. If Design/Builder does not use its best efforts to proceed to timely affectuate such remedy, or should Design/Builder and LAWA fail to reach an agreement promptly after LAWA has given notice of a breach of Warranty, LAWA, after notice to Design/Builder, shall have the right to perform or have performed by third parties, the necessary remedy, and the cost thereof shall be borne by Design/Builder. Design/Builder shall be responsible for obtaining any required access permits from LAWA and any required consents from any other persons in connection with Warranty Work. Design/Builder shall bear all costs of Warranty Work, including additional testing and inspections.

D. Design/Builder shall obtain from all subcontractors of any tier and from its suppliers and cause to be extended to LAWA all appropriate representations, warranties, guarantees, and obligations with respect to design materials, workmanship, equipment, tools and supplies furnished by such Subcontractors and suppliers. All representations, warranties, guarantees and obligations of subcontractors and suppliers (a) shall be written so as to survive all LAWA inspections, tests and approvals, and (b) shall run directly to and be enforceable by both Design/Builder and LAWA and their respective successors and assigns. Design/Builder hereby assigns to LAWA all of Design/Builder's rights and interests in all warranties, for their entire term and for any warranties which may exist which exceed the applicable Contract warranty term.

E. The foregoing provisions regarding warranties are in addition to all rights and remedies available to LAWA under the Contract Documents and state and federal law. To the extent applicable, all Uniform Commercial Code (California Commercial Code) warranties are applicable. Any warranties do not limit Design/Builder's liability or responsibility under the Contract Documents or pursuant to state or federal law with respect to the Work, including liability for design defects, latent construction defects, strict liability, negligence or fraud.

END OF GENERAL CONDITIONS

CONTRACT DA- SPECIAL CONDITIONS

SC- 1. MODIFICATIONS TO THE GENERAL CONDITIONS

NONE

SC- 2. VALID CALIFORNIA CONTRACTORS LICENSE

A. The Design/Builder shall possess valid California Class A and Class B Contractors Licenses in good standing with the California State Contractors Licensing Board and the Designer shall be currently licensed to practice in the state of California. Licenses shall be valid for at least the period commencing with Contract execution through the Final acceptance by LAWA and the Final Payment therefore.

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- 3. NOTICES

Notice to LAWA:

Written notices to LAWA hereunder, (with a copy to the City Attorney of the City of Los Angeles - Airport Division, 1 World Way, Los Angeles, 90045) shall be given by registered or certified mail, postage prepaid, and addressed to:

Deputy Executive Director, Airports Development Group
Los Angeles World Airports
7301 World Way West, 9th Floor
Los Angeles, CA 90045

or to such other address as LAWA may designate by written notice to the Design/Builder.

Notice to the Design/Builder:

Written notices to the Design/Builder hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

[Design/Builder Name and Address]
_____
_____

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

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

SC- 4. SCHEDULE SUBMITTALS

A. The Design/Builder shall develop and submit the following schedules

Schedule Submittals		
Submittal No.	**Schedule Scope**	**Submittal Milestones**
Schedule Submittal No. 1	Detailed Design Schedule	NTP + 30 Days
Schedule Submittal No. 2	Detailed Procurement Schedule	NTP + 60 Days
Schedule Submittal No. 3	Summary Project Schedule	NTP + 60 Days
Schedule Submittal No. 4	Detailed CTA Utility Distribution Schedule	Start of CTA Utility Dist Work
Schedule Submittal No. 5	Master Baseline Schedule	Start of CUP Construction

SC- 5. LIQUIDATED DAMAGES

A. Subject to approval pursuant to the required environmental review under California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and as outlined in the General Conditions, the specific Liquidated Damages for this Contract are as follows:

No.	Milestone Description	Milestone Date	Liquidated Damages per Day
3	Partial Acceptance of Phase 1A	8/11/2012	$15,000 per day for the first 90 days of delay
4	Partial Acceptance of Phase 1B	11/7/2012	$20,000 per day for 91 through 150 days of delay
5	Partial Acceptance or Final Acceptance of the Central Utility Plant Replacement Phase 2	5/14/2014	$25,000 per day for 151 or more days of delay

B. The parties recognize and agree that time is of the essence for this Contract. If the Date of Partial Acceptance or Final Acceptance has not occurred on or before any of the Milestone Completion Dates, LAWA may assess liquidated damages. The Design/Builder shall pay LAWA liquidated damages for the delay equal to the product of:

1. Liquidated Damages daily rate multiplied by
2. The number of calendar days from each Milestone Completion Date to the Partial Acceptance or Beneficial Occupancy date of that milestone.

C. Liquidated damages will be assessed for each missed milestone 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.

D. All Contract Schedule Milestones, including milestones 1 & 2 are further defined in the Contracts Division 1, General Requirements.

SC- 6. KEY PERSONNEL

A. The Design/Builder was selected in part on the basis of the qualifications of the key personnel submitted by the Design/Builder as part of the Design/Builder selection process. Continuity and familiarity of the Design/Builder's key personnel is considered to be an important factor for the successful completion of the Work. Therefore, the Design/Builder is required to retain the key personnel on a full-time basis on the Project.

B. The positions listed below, or their equivalent, are hereby designated as key personnel under this Contract:

- Project Manager
- A/E Manager
- Construction Superintendent

C. If for any reason a Design/Builder employee categorized as Key Personnel leaves or is no longer able to perform the duties of a Key Personnel prior to receiving LAWA written permission, LAWA shall issue a deductive change order for $50,000 per occurrence. The aggregate total for all deductive change orders associated with revisions to the Design/Builder key personnel staffing plan shall not exceed $150,000.

D. Furthermore, LAWA shall have the right to request removal of any Project personnel by providing timely and written notice to the Design/Builder. If a member of the Design/Builder's staff either resigns or becomes physically or mentally incapable of performing the duties expected by LAWA, the Design/Builder shall be permitted to propose the résumés of candidates with equal or better qualifications. In the sole judgment of LAWA should the situation for the departure of a Key Personnel be determined to be sufficiently extenuating, a deductive change order will not be processed.

E. Should the services of any Key Personnel become no longer available, the Design/Builder shall submit such résumés to LAWA for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person.

SC- 7. OWNER-FURNISHED DOCUMENTS AND SPECIFICATIONS

LAWA will furnish one electronic and one reproducible copy of the Project Criteria. The Design/Builder shall, upon receipt thereof, check all documents furnished and shall promptly notify LAWA of any additional information or drawings required or shown on the index and omitted from those included on the electronic media.

SC- 8. ERRORS OR OMISSIONS

In the event Design/Builder's errors or omissions in performing the Work result in expenses to LAWA, those expenses shall be chargeable against the Design/Builder. LAWA's making of payment under this Contract, including final payment, shall not be deemed or construed as acceptance by LAWA of any defective work or of any errors or omissions by the Design/Builder.

SC- 9. PROLOG MANAGER® PROJECT MANAGEMENT SOFTWARE

LAWA requires the use of Prolog Manager® Project Management Software service and will provide a portal to Design/Builder, designers of record, and selected project participants on the Project and other capital improvement projects in order to automate all aspects of the construction life cycle from project design to close-out. This software affords in depth project management across projects, project participants, and LAWA programs using a LAWA project server. The Design/Builder will be responsible for the licenses and the costs associated with the use of this service.

SC- 10. CONTRACT APPENDICES

The following Appendices are attached hereto and are made part of this Contract:

Appendix A. Design/Builder's Technical Proposal
Appendix B. Design/Builder's Schedule of Prices
Appendix C. Pricing of Change Orders and Allowances
Appendix D. Design/Builder's Completed Administrative Requirements Forms/Certifications
Appendix E. Project Labor Agreement

END OF SPECIAL CONDITIONS

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Project information.
2. Key Definitions
3. Work covered by Contract Documents.
4. Phased construction.
5. Work under separate contracts.
6. Owner-furnished products.
7. Access to site.
8. Coordination with occupants and Protection of the Public.
9. Work restrictions.
10. Specification and drawing conventions.
11. Air Permit
12. Miscellaneous Provisions

1.2 PROJECT INFORMATION

A. Project Identification: PK-CP01, Central Utility Plant Replacement. Projects C001A, C002A and C003A.

1. Project Location: 275 Center Way, Los Angeles, California 90045 and other adjacent addresses.

Los Angeles World Airports (LAWA) is located in Los Angeles County, California. The LAX property encompasses approximately 3,425 acres bounded to the north by Westchester Parkway and Lincoln Boulevard, to the east by Sepulveda Boulevard, to the south by Imperial Highway, and to the west by Pershing Drive. The Central Utility Plant Replacement project is located on the east side of the airport in the Central Terminal Area close to the air traffic control tower.

B. Project Management Software: Project Management Software (Prolog) will be used for purposes of managing communication and documents during the design and construction stage.

1. See Division 01 Section "Project Management and Coordination" for Design Builder's requirements for utilizing the Project Management Software.

1.3 KEY DEFINITIONS

A. Owner: City of Los Angeles, Los Angeles International Airport (LAX).

B. Engineer: The Engineer is the LAWA Chief Airports Engineer

C. Use of Terms: Where the terms, LAWA, Engineer are used, they shall all by reference refer to those who are under the Authority of the Owner's representative, and who have the Authority to speak on behalf of the Owner's representative (LAWA).

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:

1. A new Central Utility Plant Replacement (CUP) is proposed on a site immediately east of the existing CUP. The existing CUP will be demolished and the existing site will be used to construct a buried thermal energy storage (TES) tank and maintenance facility (as part of Phase 2). The new CUP is proposed to have a plant cooling capacity of 19,560 peak tons and a heating capacity of 72,000 MBH.

2. Currently, the major project elements at the full build-out of the project and encompassing the entire site include but are not limited to:

- The proposed Central Utility Plant Replacement.
- The cooling towers as part of the Central Utility Plant Replacement.
- Controls, Pumps, Piping, Valves, and Heat Exchangers changed out and replaced within Terminals 1, 2, 3, 4, 5, 6, 7, 8, TBIT, Admin East and the Theme Building.
- A new entry drive, parking, loading dock area, and vehicular and pedestrian access.
- A sub-grade thermal energy storage tank.
- A new maintenance/shop building.
- Underground utilities (chilled water and hot water, reclaimed water, potable water, fire water distribution piping and vaults - connecting to Bradley West Terminal plus TBIT, Terminals 3 and 4). Communications and electrical duct banks.
- Interconnection with existing underground piping to Terminals 1, 2, 5, 6, 7, 8 and Admin East and the Theme Building.
- New landscaping.
- Roadway Replacement and repairs.
- Comprehensive Training and Demonstration.

1.5 PHASED CONSTRUCTION

A. The Work in planned to be accomplished in two phases (Phase 1 is split into two phases, 1A, and 1B), with each phase substantially complete as indicated in Volume II Executive Summary Project Phasing.

B. Before commencing Work of each phase, submit an updated copy of the Design Builder's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

C. Condition of Existing Building: Maintain portions of existing CUP building affected by construction operations in a weather-tight condition throughout construction period. Repair damage caused by construction operations.

1.6 PERFORMANCE GUARANTEES

Refer to Volume II Project Criteria – Design Requirements Section 1 "General" for Plant capacities and guarantees required.

1.7 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Preceding Work: LAWA will award separate contract(s) for the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.

1. Temporary Power and Associated Relocations (TPAR): This work includes construction of a new substation to feed power to the existing CUP and installation of replacement switchgear to allow demolition of the CUP Maintenance Shop building. This work also includes installing new underground utilities to replace the existing utilities within the footprint of the new CUP.

C. Concurrent Work: LAWA will award separate contract(s) for the following construction operations at the Project site. Those operations will be conducted simultaneously with work under this Contract.

1. Maintenance and Repair within the CTA area – during the period of construction of the Central Utility Plant Replacement and the installation of the distribution piping there will be miscellaneous maintenance and repair projects performed which cannot be fully and accurately defined in advance.

2. Airfield Construction - Taxiways – Crossfield Taxiway and Taxiway "T" will be under construction during the period of construction of the Central Utility Plant Replacement and the installation of the distribution piping.

3. Interconnecting Piping from the AOA Fence to Bradley West – this will be constructed by others and require connection to piping furnished by the Design Builder.

D. Dependent Work: LAWA will award separate contract(s) for the construction of the Bradley West Terminal west of the Central Utility Plant Replacement. Those operations will be conducted simultaneously with work under this Contract. The opening of Bradley West terminal will be in three phases and will utilize temporary chillers for the initial two phases – completion of the Central Utility Plant Replacement is necessary to furnish the required amount of chilled water to complete opening of Bradley West.

1.8 OWNER-FURNISHED PRODUCTS

A. LAWA will furnish products indicated. The Design Builders Work includes receiving, unloading, handling, storing, protecting, and installing LAWA-furnished products and making building services connections.

B. LAWA-Furnished Products: Relocated equipment from the Interim Temporary CUP Maintenance Building - This includes grinders and other medium sized machine tools which require placement and attachment to the floor.

1.9 ACCESS TO SITE

A. General: Design Builder shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits:

   a. The existing CUP will remain in operation during construction of the Central Utility Plant Replacement. Airport Personnel and equipment access to the CUP is necessary during construction.
   b. Closure of Roadways requires coordination with the LAWA Operations and Airport Police – variation from the agreed upon Traffic Management Plan must be approved.
   c. To the maximum extent possible either North or South Center Way must be kept open during construction refer to Project Criteria Drawing Sequencing Plan and Sequencing Plan Notes.
   d. Vehicular access to the FAA Tower must be maintained open at all times.
   e. There are two Bus parking areas 150 yards west of the existing CUP between Parking Garages 3 and 4 – a minimum of one of these MUST be kept open at all times.

2. Driveways, Walkways and Entrances: Keep driveways, parking garage, loading areas, and entrances/exits serving the existing CUP, the FAA Tower and adjacent Parking structures clear and available to LAWA, LAWA's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

3. Parking: Use areas designated by LAWA for construction employee parking as detailed in Section 015000 - Temporary Facilities and Controls.

1.10 COORDINATION WITH OCCUPANTS AND CONTROL OF PUBLIC ACTIVITIES

A. Full LAWA Occupancy: LAWA will occupy site and existing building(s) during the entire construction period. Cooperate with LAWA during construction operations to minimize conflicts and facilitate LAWA usage. Perform the Work so as not to interfere with LAWA's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Refer to additional provisions in Section 015527.

B. LAWA Limited Occupancy of Completed Areas of Construction: LAWA reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

C. Control of Public Activities

1. Central Utility Plant Replacement Project site -- Sidewalks immediately adjacent to (north side and south side) the Central Utility Plant Replacement construction site may be closed to pedestrian traffic. Barriers between the project construction area/site and traffic lanes are to be provided when Center Way is open to traffic. Roadside barriers adjacent to the curb are to be provided along the sidewalks across the street (Center Way) from the jobsite to direct pedestrian traffic away from the jobsite area. The north south roadway adjacent to the existing cooling towers may be closed to traffic upon approval from LAWA.

2. Coordinate closure with LAWA Operations and Airport Police. Signage and barriers must be approved by LAWA in advance.

3. Demolition – During demolition of the existing facilities special measures are to be provided to protect the public – these are to be proposed by the Prime Design Builder and agreed upon by LAWA.

4. Utility Piping Distribution – this portion of the project involves a large area of the CTA. Prime Design Builder shall provide for protective measures and barriers to protect against public access to work area. These measures are to be proposed by Prime Design Builder and agreed upon by LAWA.

1.11 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

2. Refer to Sequencing Plan and Sequencing Plan Notes for other conditions or restrictions.

B. On-Site Work Hours:

1. The majority of construction would occur during day time hours, six days a week; however, construction of buried lines that carry chilled water and heating hot water from the Central Utility Plant Replacement to the terminals may occur during nighttime hours when traffic levels are low and impact on driving lanes would be reduced. Nighttime construction within the CTA may also occur in conjunction with the relocation of existing utility lines and with construction of the Central Utility Plant Replacement to reduce construction-related disruption. Construction staging and parking would be located within a surface parking area in the CTA.

2. For other conditions/restrictions on Work hours refer to 013543 and other sections of this document.

3. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by LAWA or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

4. Notify LAWA and not less than 5 days in advance of proposed utility interruptions.

5. Provide a complete description of the proposed utility interruption including (refer to other portions of this Specifications for detailed requirements/procedure for utility interruptions):

   a. Nature of the outage.

   b. Why outage is necessary.

   c. Duration of outage including specific date and time that outage will begin and when utility will be restored to full function.

   d. Areas affected by outage.

6. Obtain LAWA's written conditional approval before proceeding with utility interruptions. Conditional approval granted will be granted 48 hours prior to proposed outage but may be subsequently revoked at any time based on changed operational considerations.

B. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise (above 85 dBa) and vibration, odors, or other disruptions to LAWA occupancy.

C. Disruptive Operations:

1. Notify LAWA not less than 7 days in advance of proposed disruptive operations.

2. Obtain LAWA’s written permission before proceeding with disruptive operations.

D. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

E. Employee Identification: Design Builder personnel are to have company logos and names on hard hats. LAWA badging is not required for the Central Utility Plant Replacement project.

F. Employee Screening: Comply with LAWA's requirements regarding drug and background screening of Design Builder personnel working on the Project site.

1. Comply with all requirements enumerated in General and Special Conditions.

2. Comply with LAWA’s Airport Development Group Construction Safety Policy Guidelines with regard to drug and background screening of Design Builder personnel working on the Project site.

   a. Maintain list of approved screened personnel with LAWA.

1.12 AIR PERMIT

A. LAWA will take the responsibility for processing the Air Permit application. Design Builder is responsible for providing systems and equipment which comply with the applicable Regulatory requirements including emissions performance criteria. Design Builder is responsible for providing equipment including Continuous Emissions Monitoring (CEMS) and testing systems which meet SCAQMD Air Permit requirements as well as providing all needed equipment data and emissions performance data necessary for permitting. The Design Builder shall be responsible to fully coordinate with LAWA and obtain the permit from SCAQMD with LAWA represented.

1.13 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Design Builder unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Project Criteria Specifications.

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Criteria.

D. Completeness of Contract Documents:

1. It is the intent and purpose of the Project Criteria (Drawings, Specifications, and other Contract Documents) that, upon completion of the Project or a division of work, all materials, elements, components, assemblies, or systems comprising the Work described therein are complete, fully functional, completely coordinated, and integrated, finished, cleaned, and operational in every respect. Unless specified otherwise, the Design Builder shall provide all supervision, labor, materials, equipment, taxes, and permits necessary to accomplish the above.

2. Project Criteria prepared for a Design Build project do not show or describe each support, anchor, connection, fastener device, bend, transition, fitting, or other incidental items or accessories which are ancillary or appurtenant to the complete installation of a product, assembly, or system. It is therefore a requirement of the Contract to furnish and install such items or accessories, whether or not specifically indicated in the Project Cri-

teria and Contract Documents, in order to provide the completed product, assembly, or system in place as shown or described in the Contract Documents.

1.13 MISCELLANEOUS PROVISIONS

A. Material Management Plan

1. Design Builder shall submit a monthly update and progress Report on its Material Management Plan – which is to include all major equipment purchases.

2. Unpriced purchase Orders for Materials and Equipment shall be submitted to the Owner.

B. Building Regulatory Requirements and Codes

1. The Design Builder is responsible for all costs and delays associated with correction notices and stop work orders due to the Design Builder not constructing the Project as required in the Contract Documents.

2. The Design Builder shall perform the Work in accordance with the requirements of the City Building Codes, all other regulations, laws, and ordinances, even though such requirements are not specifically mentioned in the Specifications or shown on the Drawings.

3. When the Work required by the Contract Documents is in conflict with any such law or ordinance, the Design Builder shall immediately notify the Engineer and request review. The Design Builder shall not proceed with the Work until so instructed by the Engineer.

4. Applicable Building Codes: As indicated in Volume 2 and including but not limited to the following:

   a. Los Angeles Building Code (LABC) Latest edition
   b. Los Angeles Mechanical Code (LAMC) Latest edition
   c. Los Angeles Plumbing Code (LAPC) Latest edition
   d. Los Angeles Electric Code (LAEC) Latest edition
   e. California Fire Code Latest edition
   f. Los Angeles Fire Code (LAFC) Latest edition
   g. NFPA 72 National Fire Alarm Code Latest edition
   h. NFPA 13 Standards for the installation of fire sprinkler systems, Latest edition
   i. Los Angeles Zoning Code – Chapter 1 LA municipal Code
   j. State of California Title 24 Energy Code Latest edition
   k. Applicable NFPA Publications
   l. Applicable ASTM Documents
   m. Applicable ANSI Publications
   n. Applicable IEEE Documents

C. Safety and Health

1. Safety and Health Regulations: Comply with the applicable provisions of the publications, standards, and regulations listed herein. Where conflicts among standards exist, comply with the more stringent. The publications listed below form a part of this specification to the extent referenced.

a. Code of Federal Regulations (CFR):

1) OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; OSHA Construction Industry Standards (29 CFR 1926).
2) National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).
3) Environmental Protection Agency (EPA) Final Rule (40 CFR Part 761) dated July 17, 1985.
4) Federal Standards: Fed. Std. 313A, Material Safety Data Sheets, Preparation and the Submission of.

b. LAWA Airports Development Group Construction Safety and Policy Guidelines.
c. Cal-OSHA: Comply with all safety orders and health regulations.
d. Other local, State, or Federal codes and regulations as referenced in the individual Project Criteria & Specifications Sections.

2. Design Builder Responsibility

a. The Design Builder is responsible for safety on the job site, and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of Work.
b. Design Builder shall submit a site specific safety plan as required by General Requirements. Design Builder must also submit for approval candidates and resumes for required Safety personnel positions. Approved candidates must be on-site and in place prior to the start of any work.
c. The Design Builder shall hold LAWA, Engineer, and other consultants harmless for any action on the Design Builder's part or that of his/her employees or subcontractors, which results in illness, injury or death.
d. The Design Builder shall administer the preventive measures necessary to protect and provide care for Design Builder, subcontractor, material supplier employees and any personnel to whom access to the site may be granted.
e. The Design Builder shall take appropriate measures to prevent public access to the work area.

D. Building Permit and Los Angeles Department of Building and Safety (LADBS)

1. Design Builder is responsible for obtaining all the Building permit and Certificate of Occupancy.

2. The permitting authority is LADBS which has all the responsibility inherent in that Authority including Permit Inspection.

3. LAWA will conduct its own inspections independent of LADBS. In conducting these inspections, LAWA does not substitute for Building Inspections by the Permitting Authority.

E. Thermal Energy System (TES) Rebate

1. Design Builder shall comply with the LADWP Thermal Energy Storage Incentive Program Guidelines as LAWA's Representative to secure a LAWA/LADWP formal Agreement to obtain a TES incentive Program Commitment and respective rebate on the TES system. LAWA will be the sole benefactor of any LADWP monetary incentive for the TES system.

2. Refer to attachment 1 of this Specification section for the TES Incentive Program Guidelines.

F. Special Requirements for Renovation Work

1. Hazardous Materials

a. Portions of the site and the existing CUP building have been inspected for the presence of asbestos or other hazardous materials and these reports are included in the Project Criteria. These reports verify that asbestos and lead based paint are present inside the existing CUP. The reports available do not cover the entirety of the project areas to be excavated or demolished and further hazardous materials may be found during the work.
b. The Design Builder shall provide a site-specific Health and Safety plan (Safe Work Plan or Project Safety Manual) that incorporate OSHA (29CFR), Cal-OSHA (CCR Title 8) regulations - including the requirements for hazardous waste operations and emergency response (HAZWOPER), FAA, and LAWA health and safety requirements. The objective of such program includes minimizing the risk of injury to site workers as well as the general public. A Health and Safety Plan must be submitted to LAWA for approval prior to start of any Construction or demolition work on LAWA properties.
c. Prior to demolition of the existing CUP, Design Builder is to conduct a further inspection and submit a detailed plan and cost for removal of the hazardous material to LAWA. The inspection must be performed to the AHERA standards as given in 40 CFR Part 763 and be performed by a building inspector certified under applicable local and State environmental regulations.
d. When and if Design Builder encounters, identifies or suspects any additional hazardous materials, Design Builder is to contact LAWA to determine procedures for testing and removal or encapsulation thereof.
e. Costs associated with the testing and removal or encapsulation of hazardous materials over and above that identified in the Reports provided with the Project Criteria will be paid by LAWA under an allowance in the contract. The Engineer will make a determination as to whether the hazardous material was previously identified based upon the information provided to the Design Builder in the Project Criteria.
f. Hazardous material removal shall be conducted by sub-contractors specializing in the removal of Hazardous materials.
g. Prior to commencement of demolition or renovation work which may disturb 50 lf of material on pipes, 32 sf of material on other surfaces, or the volume equivalent of one 55-gallon drum of material identified by the EPA as a suspect asbestos-containing material, the facility components to be affected by the demolition or renovation shall have an inspection performed by a building inspector certified under applicable local and State environmental regulations. The inspection must be performed to the AHERA standards as given in 40 CFR Part 763.
h. Any asbestos-containing material that is friable or will be made friable during demolition or renovation activities must be removed and disposed of in a lawful manner prior to the start of Work.
i. When hazardous materials are disposed of offsite, submit copies of permits from applicable Federal, state, or municipal authorities and necessary certificates that the material has been disposed of as per regulations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

ATTACHMENT 1 – T.E.S. INCENTIVE PROGRAM GUIDELINES

Attachment 1

THERMAL ENERGY STORAGE INCENTIVE PROGRAM GUIDELINES
Los Angeles Department of Water and Power
September 16, 2008

Los Angeles Department of Water and Power customers receiving electric service under an LADWP time-of-use rate schedule are eligible to participate in the Thermal Energy Storage (TES) Incentive Program. The TES Incentive Program requires that the high-peak period (peak periods are defined by existing LADWP time of use (TOU) Rate Schedules) electric demand (kW) of a reasonably designed conventional cooling system be compared to the peak period demand of a cooling system designed with TES. The difference in the **LADWP-approved** peak electric demand (kW) of the conventional system and the TES system shall be multiplied by the incentive per kW specified by LADWP to obtain the incentive payment amount.

The comparison of peak demands may consider not only the refrigeration loads, but also those related pumps and heat rejection equipment including:

- Pumps – chilled water, condenser, water, primary, secondary, recirculation, TES, agitation, etc.
- Heat Rejection Equipment – cooling towers, evaporative condenser, air-cooled condensers, etc.
- Air handling equipment – supply fans, exhaust fans, return air fans, etc.

Each component contributing to the peak load shift must be calculated and documented on engineering worksheets. Documentation should include load calculations to support each element of reduction. The documentation should also include a system schematic and performance specifications on each major piece of equipment.
The applicant is required to submit peak cooling load calculations along with an 8,760-hour (full year) energy profile for the base case and TES case with the project summary sheets, signed by a Professional Mechanical Engineer registered in the State of California. These calculations must bear the stamp of the engineer as well as a statement certifying that the calculations comply with the requirements of the program.
The applicant must use the following procedures when making the calculations:

- The Peak Day TES load profile and demand reduction calculations must be based on a 24-hour cooling load profile, calculated using conditions described below.

- The same calculation method must be used to calculate the peak kW for both the conventional and the TES system.

- For new buildings and new cooling systems, calculation for the conventional system must assume system efficiency (e.g., chiller kW/ton) meets or exceeds standards defined by existing Title 24/Title 20 regulations.

- For retrofits, efficiencies of existing equipment shall be based upon best available manufacturer's data or a Mechanical Engineering PE- certified field performance test.

- Chiller efficiency for chillers up to 15 years old shall be based on nameplate efficiency. For chillers between the ages of 16 and 30 years, the efficiency of the chiller shall be pro-rated proportionately between the nameplate efficiency and the current Title 24 chiller efficiency requirements.

Attachment 1 (Cont.)

- The same operating conditions (interior temperature and humidity requirements, etc.) must be assumed for load calculations in both the TES and base case conditions.

- The same air distribution system must be used in the energy calculations for the TES and base case conditions. For example, if a central fan system with a VAV is used in the proposed TES design a central fan system with VAV must also be assumed in the conventional design. Credits for low temperature airside distribution systems will be evaluated on a case-by-case basis.

- The peak electric load of chilled water pumps, condenser water pumps, fan motors, etc. shall be based on the nameplate horsepower or full load amperes, and shall be converted to kW by using Table 1

- Both the base case and energy storage systems should be sized based on **ASHRAE outdoor design conditions approved by LADWP** and maintaining a 72°F interior space temperature. If more stringent conditions apply for a specific project, those conditions shall be reviewed and approved prior to development of computer models.

- The best available hourly weather data for the building location must be used to make the calculations.

In order to qualify for a TES program incentive, the following criteria must be followed:

1. The baseline systems used in comparison shall be as follows:

    a. For new construction, a Title-24 compliant system that would likely be installed within a time period approved by the LADWP shall be the basis of comparison. The New Construction facility will actually have to be built within the TES Contract Agreement period.
    b. For retrofit projects, the existing system shall be the basis of comparison, with the chiller performance modified proportionately, based on the age of the equipment, as described above.

2. A minimum 5% annual site energy reduction compared to the conventional HVAC system must occur as a result of the TES project being implemented.

3. Computer Simulations Required

    a. Computer simulations using E-Quest shall be provided to LADWP. Spreadsheets spanning 8,760 hours of base case and TES case energy consumption data shall be provided to LADWP, in a format acceptable to LADWP.
    b. The TES system ton-hour sizing developed based on the Peak Day Profile shall be used in the E-Quest model to simulate annual energy performance.

4. System Sizing:

    a. The compressors and storage system must be sized for a daily 9-hour charge cycle (8:00 PM to 5:00 AM), while serving an overnight customer load equal to 5% of the peak cooling load, or 150% of the actual overnight load, whichever is greater.

Attachment 1 (Cont.)

b. The systems must be designed as daily load shift systems. This means that the system must be able to start in the fully discharged condition at 8:00 pm, and end the charge cycle 9 hours later with a fully charged system.
c. For a system designed to shift the high-peak period cooling load, the discharge cycle shall begin no later than 12:30 pm each summer weekday, and end no earlier than 5:15 pm each summer weekday.
d. For high-peak load shift systems, for determining the required TES storage capacity in ton-hours, a flat load profile shall be used over the entire 4.75-hour discharge cycle. The peak load calculated for the peak hour shall be multiplied by 4.75 hours, and the resultant storage capacity in ton-hours shall be the required storage capacity of the system.
e. The same cooling capacity (including delivered tonnage, chilled water/glycol flow rate and chilled water/glycol supply temperature) shall be available in the last minute of the discharge cycle as is available to serve the peak load of the facility.
f. For direct expansion or liquid overfeed ice on coil systems that circulate refrigerant directly to the cooling coils, the same cooling capacity (including delivered tonnage, refrigerant flow rate and refrigerant supply temperature) shall be available in the last minute of the discharge cycle as is available to serve the peak load of the facility.

5. System Commissioning

    a. Commissioning of the TES and control systems is required under this TES program.
    b. The Commissioning must be supervised by a California Registered Professional Mechanical Engineer, experienced in the design, operation, and testing of TES systems, and approved for this service by LADWP.

6. Performance Testing

    a. Submission of a System Performance Test is a requirement of this program. The test must be conducted by a California Registered Professional Mechanical Engineer, experienced in the design, operation and testing of TES systems, and approved for this service by LADWP.

7. Incentive Calculation Methodology

    a. The peak day cooling load profile shall be provided to the LADWP, along with a specific description of the equipment that must be operational to serve that peak day cooling load. The equipment efficiencies and kW demands must be calculated as described in other portions of this document.
    b. Engineering design-assistance incentives up to $10,000* will be reimbursed to the customer for documented feasibility study costs or preliminary design of TES for targeted customers.
    c. Commissioning cost incentives* up to one-half of the documented cost of commissioning, will be paid upon verification that the project meets the design intent. 50% of equipment incentives will be paid upon installation of energy storage system. The remaining 50% of incentives will be paid after successful commissioning and measurement verification.
    d. Rate per high-peak** kW demand shift = Up to $ 750.00 per kW, inclusive of all feasibility and commissioning incentives. Incentives will be paid to the LADWP customer of record or customer designee.

Attachment 1 (Cont.)

* Feasibility study and commissioning cost incentives not to exceed 5% of total project incentive amount
** Systems that shift the High Peak Period and also the Low Peak Period and Partial Storage systems will be evaluated on a case-by-case basis. Refer to a TES Program representative for detailed guidelines.

Special Note: The above guidelines serve only to determine an estimate of the incentives under this TES Program. No guarantees are being made that the actual incentive amounts calculated will be paid. In order to obtain a TES Incentive Program commitment, a formal Agreement with the LADWP will be required.

TABLE 1
Auxiliary Equipment Conversion Guideline

Single Phase AC Motors Full Load Amperes					Three-Phase AC Motors Full Load Amperes					
HP	115V	208V	230V	kW	HP	208V	230V	460V	575V	kW
1/8	4.4	2.4	2.2	0.3	1/2	2.2	2.6	1.0	0.8	0.5
1/4	5.8	3.2	2.9	0.4	3/4	3.1	2.8	1.4	1.1	0.7
1/3	7.2	4.0	3.6	0.5	1	4.0	3.6	1.8	1.4	0.9
1/2	9.8	5.4	4.9	0.7	1 1/2	5.7	5.2	2.6	2.1	1.4
3/4	13.8	7.6	5.9	1.0	2	7.5	6.8	3.4	2.7	1.8
1	16	8.8	8.0	1.1	3	10.7	9.6	4.8	3.9	2.7
1 1/2	20.0	11.0	10.0	1.6	5	16.7	15.2	7.6	6.1	4.5
2	24.0	13.2	12.0	1.9	7 1/2	24.0	22.0	11.0	9.0	6.8
3	34.0	18.7	17.0	2.7	10	31.0	28.0	14.0	11.0	9.0
5	56	30.8	28.0	4.8	15	46.0	42.0	21.0	17.0	12.7
7 1/2	80.0	44.0	40.0	7.2	20	59.0	54.0	27.0	22.0	16.3
10	100.0	55.0	50.0	9.3	25	75.0	68.0	34.0	27.0	20.9
					30	88.0	80.0	40.0	32.0	24.6
					40	114.0	104.0	52.0	41.0	33.1
					50	143	130.0	65.0	52.0	44.0
					60	170.0	154.0	77.0	62.0	50.4
					75	211.0	192.0	96.0	77.0	65.2
					100	273.0	248.0	124.0	99.0	80.7
					125	342.0	312.0	156.0	125.0	104.6
					150	396.0	360.0	180.0	144.0	118.6
					200	528.0	480.0	240.0	192.0	160.0

END OF SECTION 011000

SECTION 011800 - UTILITIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Interface and coordinate the work of this Section with Project Design Criteria, Specifications, drawings, and General and Special Conditions of the Contract.

1.2 SUMMARY

A. Los Angeles International Airport is an operational airport. Therefore, it is imperative that the Design Builder establishes close coordination with the Engineer, airline leaseholders, airport terminal and airfield operations staff, and other organizations for all construction activities and, specifically, for Utilities system cutovers and shutdown of equipment and systems. The Design Builder shall avoid impacting stakeholder operations during their normal working hours. Some construction activities, including many system cutovers and temporary shutdowns, will be restricted to short four (4) 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 cutover/shutdown work cannot be completed within the allotted time.

B. This section identifies the Design Builder responsibilities with respect to the various existing utilities within the Airport.

C. The Design Builder shall request that utility owners mark or identify existing utilities, and allow 15 days, from Design Builder notice, in its schedule for this activity. The Design Builder shall determine the exact locations and depth of all utilities, and confirm the location of utilities indicated on the concept drawings.

D. The Design Builder shall make exploratory excavations of all utilities. The number of exploratory excavations required should be that number which is sufficient to determine the alignment of the utility. All costs for such work shall be absorbed by the Design Builder.

E. The Design Builder shall expose (pothole) and verify (by survey) the depth and alignment of all underground utilities in the vicinity of the construction site. All such exploratory excavations shall be performed as soon as practicable after award of the Contract, and within a sufficient time in advance of construction to avoid delay to the Design Builder's work. Except for jet fuel and crude oil lines defined elsewhere, all costs associated with potholing utilities that are shown on the Plans shall be considered incidental to the work, and no separate payment shall be made.

F. When such exploratory excavations show the utility locations as indicated on the drawings to be significantly in error, the Design Builder shall notify the Engineer (in writing). The Design Builder shall document the locations found by survey, and provide this information to the Design Builder's Designer, such that a full existing composite utility plan can be prepared as a base CADD document for the design. For undocumented, undefined utilities and upon prior approval by the Engineer, the Design Builder will be paid for potholing, investigation, and/or modification to utility structures out of the allowance or payment item(s) set aside for this work.

G. The Design Builder shall secure the service of Underground Service Company to verify the locations of all utilities. The Design Builder shall contact utility owners after the I.D. number is obtained from the Underground Service Alert [USA] (phone: 1-800-227-2600) not less than fourteen (14) days before excavation work is started, to mark or identify existing utilities. If the utility owner is the City of Los Angeles (DWP, Bureau of Street Lighting, etc.), a confirmation number indicating that the City has been notified shall be obtained by USA or the Design Builder

from the appropriate City Department. The I.D. number together with the date acquired shall be reported to the Engineer when calling for inspection. Los Angeles World Airports (LAWA) will not mark utility lines owned and maintained by LAWA.

H. The Design Builder's attention is directed to the existence of certain underground facilities that may require special precautions by the Design Builder to protect the health, safety, and welfare of workers and of the public.

I. Facilities requiring special precautions such as compressed air lines; conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than six inches in diameter, or pipelines operating at pressures greater than 60 psi (gauge); underground electric supply system conductors or cables, with the potential to ground more than 300 V, either directly buried or in duct or conduit that do not have concentric grounded or other effectively grounded metal shields or sheaths. The Design Builder shall coordinate with all affected agencies, utility companies, and the Engineer for said work related to the Project. The cost of permits and licenses is incidental to the other work and no additional payment shall be made for costs incurred in obtaining the permits and licenses or in conforming to the requirements thereof, unless indicated otherwise in these Specifications.

J. The Design Builder will be required to mark all FAA utility lines prior to any work in a given area. Marking shall consist of a 36-inch high lathe, placed 10 feet on center. Lathe shall be marked with the words “DANGER – FAA” or equivalent, and shall be affixed with red or orange surveyor tape to enhance visibility. No separate payment will be made for these markings.

K. Tasks for which the Design Builder will be required to provide service will include, but will not be limited to:

1. Review of As-built, discussion with potential operators, testing and other investigative tasks as needed to identify type, route, ownership, users, and operational status of the service.
2. Coordination with service owner to determine specific relocation requirements, if any, including routing, materials, construction detailing and methods.
3. Coordination with owning and/or operating agencies and users regarding outages.
4. Providing and installing or adjusting as necessary replacement ducts, cables, pipes, or other utility infrastructure if the service is to remain functional.
5. Safely abandoning in place, or removing, as required by the Engineer, any abandoned services.
6. All necessary permitting or other administrative tasks as needed to remove and relocate the service, if operational, or to safely remove and abandon the services, if currently non-operational.
7. All work shall be done in conformance with the owning agencies requirements, with these specifications, and with local, state, and federal standards.

1.3 MEASUREMENT AND PAYMENTS

A. General: Locating the Utilities as specified herein will not be measured separately for payment. No separate measurement will be made for the Design Builder to expose and verify (by survey) the depth and alignment of known underground utilities within the project site and within a five-foot distance of any footing, work, utilities, etc., prior to any excavation. Payment for this work will be paid for as part of the Contract fixed price for General Requirement Bid Item.

B. AT&T installations will be measured for payment on the basis of AT&T costs as defined under *Section 9, Measurement and Payment*.

C. Investigative work other than potholing, to investigate the location and presence for undefined

utilities, at the direction of the Engineer, will be completed and measured on a time and material basis.

D. Potholing for unknown utilities shall be conducted by vacuum or manual excavation and or shovels or other pre-approved methods which will prevent against any accidental contact and/or damage to unknown buried utilities will be measured per each location.

1.4 NOTIFICATIONS BY THE DESIGN BUILDER

A. Prior to excavation in the vicinity of existing underground facilities, the Design Builder shall notify the Engineer, and the respective authorities representing the owners and agencies responsible for such facilities, not less than 3 working days and not more than 5 working days, prior to excavation so that a representative of the owners or agencies can be present if they so desire.

B. The Design Builder shall notify, in writing, the Engineer seven (7) days in advance of taking any existing utility line out of service. Design Builder shall notify Engineer six (6) weeks prior to the expected start date of system installation or modification.

C. The following includes a list of utility companies and currently known representatives 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 contact on the list imply that they do not have a facility affected by the project:

Agency:	Name:	Phone Number:
AT&T	Manny Gaitan	(310) 515-4212
Bureau of Engineering (BOE)	Luiz Cruz	(310) 575-8625
Bureau of Sanitation (BOS)	Hortensia Alonso	(213) 485-1641
City of LA Dept of Public Works	Michael Patoni	(562) 988-3305
City of LA Dept of Water & Power	Ralph Jaramillo	(310) 646-0065
LADWP – Water	Michael Downs	(213) 367-1218
LADWP - Power– Service Requests, Removal of Padmount Stations Fed from 4.8kV & associated Meters	Rodney Beckles	(213) 367-6209
LADWP – Power Cables	Duke Thompson	(213) 367-1743
LADWP- Power – Removals of Customer & Industrial Stations & associated Meters.	Kurt Radke	(213) 367-8017
Federal Aviation Administration (FAA)	Mike Ensign	(310) 925-9172
FAA Communications	Jimmy Huang	(310) 215-2052
LAX Fuel	Jim Moses	(310) 646-5915
	Doug Quast	(310) 646-4961
LAWA Communications	Mark Pohl	(310) 646-5915
NOAA	Gary Strickland	(805) 988-6626
Southern California Edison - General	Digging Hotline	(800) 422-4133
SCE - Communication	Tommy Savage	(626) 308-6186
Southern California Gas Company	Dave McKibben	(310) 687-2032

1.5 WORK PLAN

A. Within thirty (30) calendar days after Notice to Proceed for the contract, a pre-construction system cutover and shutdown meeting shall be held between the Design Builder, key sub-Design Builders, the Engineer, the Systems Manager, Construction Managers, and others as designated by the Engineer to discuss the procedures and requirements of this Section.

B. The Design Builder shall prepare a comprehensive Work Plan for each system cutover and shutdown. A Work Plan shall be prepared for each system describing each system cutover and/or shutdown activity required to complete installation and testing of the system. Separate Work Plans shall be prepared for each system cutover and shutdown activity. Each Work Plan shall include the following information:

1. Description of the work to be accomplished during each system shutdown window, including:
   a. List of equipment, conduit, and other items to be incorporated and included in the work.
   b. Description of systems, areas, and equipment both inside and outside of the construction work area, including identification of system owners, who will be affected by the cutover and shutdown activities occurring in the work window.
2. Construction activities that must be completed prior to each system cutover or shutdown activity (Pre- Cutover/ Shutdown Activities).
3. List of key personnel - Design Builder and/or sub-Design Builder involved in and performing the shutdown work, including 24 hour telephone and e-mail contact information.
4. The Design Builder shall prepare sketches and diagrams to illustrate the work locations and activities required to complete the work including the location and identification of equipment that will require shutdown. These sketches and diagrams shall be included in the Work Plan.
5. The Design Builder shall develop a contingency plan for each system cutover/shutdown identifying the plan to restore affected systems and all Airport Operations in case the system cutover/shutdown work is not complete in the specified work window. This contingency plan shall include a detailed schedule for each step in the shutdown with the estimated start and end time for each activity. The schedule shall include contingency plans and work-around activities to mitigate work activity errors or system failures and allow recovery from the cutover/shutdown if all the required cutover/shutdown activities cannot be completed within the scheduled work windows.
6. Scheduled date and working window for actual system cutover/shutdown activity.
7. All Work Plans and Work Activity Bulletins shall be reviewed and signed by the Design Builder's System Manager prior to submission to the Engineer.

C. Coordination – The Design Builder shall coordinate the shutdown activities and discuss resultant impacts with the Engineer to minimize such impacts to the Airlines, Tenants, and other affected LAWA Divisions. The Work Plan shall identify which, if any, construction activities, equipment alignments, guard postings, or other conditions will be required to be complete prior to the start of each cutover and shutdown activity work window, which information and activities shall be included in the Work Plan and in a sixty (60) calendar day cutover/shutdown look ahead schedule.

D. Periodic Shutdown Coordination Meetings: – Periodic shutdown coordination meetings shall be held as determined necessary by the Engineer to plan and discuss system cutover and shutdown work. The objective of these meetings will be to inform all stakeholders and other interested parties of upcoming system cutovers and shutdowns and the potential impacts associated with the construction of this project. The intent is also to assist the Design Builder in streamlining the detailed system cutover/shutdown Work Plan, to assist in maintaining Airport operations, and to mitigate any potential delays to the Design Builder. Key sub-Design Builders shall participate in these meetings. The purpose of these meetings shall be to provide the following information:

1. Review the Design Builders 60 day cutover/shutdown look ahead schedule, which shall include each upcoming system cutover, and shutdown activity and any necessary predecessor work.

2. Assure that the stakeholders and others understand the impacts that the proposed system cutover and shutdown activities will have on their operations.
3. Inform other responsible sub-Design Builders or organizations of their needed participation either in the Work itself or in assuring that prerequisites required for the Work are completed in a timely manner.
4. Obtain information from stakeholders and others as required to plan, prepare for, and schedule the required system cutover and shutdown activity work windows.
5. Review upcoming shutdowns and track current Work Activity Bulletins and schedules.
6. Review and assist in updating the Design Builder's contingency and back-up plans.
7. Participants in this meeting are anticipated to include at minimum the following:
   a. The Engineer
   b. Design Builder's Systems Manager
   c. Sub-Design Builders, as required
   d. Airline Representatives and Tenants, as required
   e. Other LAWA Divisions (Terminal Operations, Maintenance, etc.) as required.

E. The first shutdown coordination meeting shall be held no later than sixty (60) days prior to the first scheduled system cutover and shutdown activity. Meetings will be informational working sessions to facilitate preparation of the detailed activities required for each work window and to review and resolve scope and coordination issues.

F. The Design Builder shall prepare a Work Plan for each system cutover and shutdown activity to support installation, start-up, testing, and commissioning.

G. Key Personnel List – The Design Builder shall prepare and submit to the Engineer, for distribution, a list of key personnel and contacts for all Design Builders and SubDesign Builders involved with system cutover and shutdown work. The list shall include office or site telephone numbers, cell phone numbers, e-mail addresses, and FAX numbers. This list shall be kept current by the Design Builder and any changes shall be provided to the Engineer within twenty four (24) hours of such changes being made.

H. Work Activity Bulletin (WAB) – The Design Builder shall prepare and submit to the Engineer a separate Work Activity Bulletin for each system cutover or shutdown activity, sample attached. The WAB shall describe the scope of the system cutover and shutdown activities, identify the approved Work Plan by submittal number, the date and time of the scheduled shutdown, and attach any approved work plan sketches for each system cutover and shutdown activity. The WAB shall be reviewed by the Design Builder’s Systems Manager before submission to the Engineer. Each WAB will be distributed to all affected stakeholders. The Engineer will provide hard and electronic copies of the WAB form for the Design Builder’s use.

1.6 ELECTRICAL POWER SHUTDOWN PROCEDURES FOR PROJECTS AT LAX

A. Electrical Power Shutdowns shall have a maximum duration of 4 hours, typically between the hours of 0000 hrs to 0400 hrs. The actually starting time is dependent on terminal operations (LAWA or Airlines).

B. Design Builder shall provide LAWA’s Project Engineer with a schedule with all power shutdowns highlighted, at a minimum of 60 calendar days prior to the first power shutdown, and shall update schedule monthly.

C. LAWA Project Engineer will set up a Pre-Construction Meeting with all Terminal Tenants, federal Agencies, Terminal Operations, LAWA Electricians, Airport Police, Airfield Operations and

LADWP regarding Electrical Power Shutdown Procedures. The power shutdown schedule shall be distributed to all attendees.

D. Design Builders are responsible in coordinating shutdowns with LADWP, and shall include the time required for LADWP work in the project schedule. Design Builder shall notify LADWP at a minimum of 14 calendar days prior to the actual date of the shutdown.

E. Design Builder shall submit to LAWA Project Engineer, along with the Utility Shutdown Request, the proposed date of the power shutdown, the affected panel/distribution board schedule (what the panel/distribution board feeds), the physical location of the panel/distribution board, and all affected panel/distribution boards identified downstream on the single line diagram in the plans.

F. Design Builder shall notify all Terminal Tenants (inclusive of Federal Agencies), Terminal Operations, LAWA Electricians, Airport Police, Airfield Operations and LAWA Engineering of the impending power shutdown, with the minimum of two weeks prior to the actual date of the shutdown, in writing.

G. In cases where LADWP will be affected, Design Builder shall notify LADWP at a minimum, 14 calendar days prior to the actual date of the shutdown.

H. Design Builder shall submit all notification receipts from Terminal Tenants to LAWA Project Engineer at least 7 calendar days prior to the actual date of the shutdown.

I. Entire Terminal Power Shutdowns shall be scheduled at a minimum of three (3) calendar days apart. Panel/Distribution Board shutdowns can be scheduled daily, dependant on gate activities in the Terminal.

1.7 CHILLED AND HEATING WATER SHUTDOWN PROCEDURES FOR PROJECTS AT LAX

A. Chilled and heating hot water shutdowns shall have a maximum duration of 4 hours, typically between the hours of 0000 hrs to 0400 hrs. The actually starting time is dependent on terminal operations (LAWA or Airlines).

B. Design Builder shall provide LAWA Project Engineer with a schedule with all shutdowns highlighted, at a minimum of 60 calendar days prior to the first shutdown, and shall update schedule monthly.

C. LAWA Project Engineer will set up a Pre-Construction Meeting with all Terminal Tenants, federal Agencies, Terminal Operations, LAWA Electricians, Airport Police, Airfield Operations and LADWP regarding Shutdown Procedures. The shutdown schedule shall be distributed to all attendees.

D. Design Builders are responsible in coordinating shutdowns with all City utilities, and shall include the time required for work in the project schedule for said utility. Design Builder shall notify the Utility companies at a minimum of 14 calendar days prior to the actual date of the shutdown.

E. Design Builder shall submit to LAWA Project Engineer, along with the Utility Shutdown Request, the proposed date of the shutdown.

F. Tenants (inclusive of Federal Agencies), Terminal Operations, LAWA Electricians, Airport Police, Airfield Operations and LAWA Engineering of the impending shutdown, with the minimum of two weeks prior to the actual date of the shutdown, in writing.

G. Design Builder shall submit all notification receipts from Terminal Tenants to LAWA Project Engineer at least 7 calendar days prior to the actual date of the shutdown**.**

1.8 PROTECTION

A. Maintaining Services

1. All utilities encountered along the line of the Work shall be maintained in service during all operations under the Contract, unless other arrangements satisfactory to the utility owner, the affected agency, and the Engineer are made in advance. Utilities shall include, all above or below ground conduit, pipes, wet wells, ducts, cables, and appurtenances associated with oil, gas, water, steam, irrigation, sewer, storm drain, wastewater, air, electrical, power, instrumentation, communication, telephone, TV, and lighting systems, whether or not owned by the City.
2. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.
3. Where protection is required to ensure support of utilities located as shown on the Plans, the Design Builder shall, unless otherwise provided, furnish and place the necessary protection at its expense.
4. When placing concrete around or contiguous to any non-metallic utility installation, the Design Builder shall at its expenses:
    a. Furnish and install a 2-inch cushion of expansion joint material or other similar resilient material; or Provide a sleeve or other opening that will result in a 2-inch minimum-clear annular space between the concrete and the utility; or
    b. Provide other acceptable means to prevent embedment in or bonding to the concrete.
5. Where concrete is used for backfill, or for structures that could 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 the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system. Unless otherwise specified, all underground utility conduits shall have a minimum cover of eighteen (18) inches and shall have identifying detectable tape placed in the trench above the conduit. The detection tape shall be made of metalized foil, laminated between two layers of inert plastic film, six (6) inches wide, and a minimum of 4.5 mils thick, as described here:
    a. Safety Red = Electric and lighting conduit and cables.
    b. Safety Yellow = Gas, oil, steam, petroleum or gaseous materials.
    c. Safety Orange = Telephone, alarm, or signal cables and conduit.
    d. Safety Blue = Potable water or irrigation.
    e. Safety Green = Sewer or drain lines.
    f. Safety Purple = Reclaimed Water
6. 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 sub-grade 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
7. Upon completion of the Work, the Design Builder shall remove all enclosures or protective coverings and leave the work area in a finished condition.

B. Protection of Existing Utilities

1. The Design Builder shall protect all existing utilities and improvements not designated for removal. Physical protection of utilities in proximity of pavement sections shall be provided by the Design Builder in all cases. Except where noted on the plans, encasement protection of utilities in proximity of pavement sections shall require prior approval of the Engineer. Protection of utilities shall be as indicated on the plans. No separate payment for protection

of utilities shall be made.

2. All materials, labor, supervision and incidentals necessary to construct the protection as detailed on the plans and as accepted by the Engineer shall be considered incidental to the related bid items in the project.

C. Damage to Existing Utilities and Improvements

1. Any utility or improvement that is damaged by the Design Builder shall be immediately reported in writing to the Engineer and immediately repaired to a condition equal to the condition they were in prior to such damage. Repair work shall be continuous until the utility or improvement is placed back in service.

2. The provisions of this Subsection shall not be abated even in the event such damage occurs after backfilling, or is not discovered until after completion of the backfilling.

3. All repairs to a damaged utility or improvement shall be inspected and approved by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.

4. In case of damage which, in the opinion of the Engineer or Inspector 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, the Agency has the option to remove any hazard resulting from damages caused by the Design Builder without waiving any other rights the Agency may have. Costs shall be charged to the Design Builder.

5. 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 such utility.

6. Damage to a utility, which has been made known to the Design Builder, shall be repaired at the Design Builder's expense. The Design Builder shall, at its own expense, satisfactorily repair damage to any known pipeline, sewer, conduit, utility, or other underground structure which may result from its operations or negligence. If it is necessary for the Agency to repair such damage, the Design Builder shall be billed for and shall pay the actual cost to the Agency for labor and materials plus fifteen percent (15%) administrative costs.

1.9 REMOVAL

A. The Design Builder shall notify the Engineer, in writing, fifteen (15) Days in advance of taking any existing utility line out of service. Arrangements satisfactory to the Engineer must be made prior to taking any existing utility line out of service for any purpose. The Design Builder shall confirm with the Inspector and the Engineer twenty-four (24) hours prior to disconnect.

B. The Design Builder shall pull out all wire from electrical conduit or ducts that are being abandoned and shall disconnect same from servicing panels.

1.10 RELOCATION

A. Where the proper completion of the Work requires the temporary or permanent relocation and/or removal of an existing utility or other improvement which is shown on the Plans and in coordination with the construction phasing, the Design Builder shall at its own expense, without unnecessary delay, temporarily or permanently relocate or replace such utility or improvement in a manner satisfactory to the Engineer 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 locations and to as good or better condition as found prior to removal.

B. All existing utilities being relocated by the Design Builder shall not be out of service for more than a 4-hour period, unless otherwise specified. This four (4) hour shut down period for switch-over shall be performed at night.

C. The Design Builder must notify the Engineer thirty (30) Days in advance of any proposed connection and shall notify the Engineer twenty-four (24) hours prior to the actual connection to any existing utility.

1.11 SPECIFIC WORK ELEMENTS

The following do not constitute a complete listing of utility work elements for the Project, but are selected for discussion because of their major impact to the overall project.

A. Fiber Optic: The Design Builder shall coordinate with the Engineer for the modification, relocation and/or installation of the fiber optics. This coordination shall begin during the design phase of the project, and continue through the successful installation of the fiber cable.

B. Electrical and Communications Services: Interruptions shall be limited to the absolute minimum; Electrical and/ or communication interruptions shall be limited to time necessary to perform cable splices or cut over services. Arrangements satisfactory to the Engineer must be made prior to taking any existing utility line out of service for any purpose

C. LADWP Electrical Equipment and Power Service Removal: The Design Builder shall coordinate with the City of Los Angeles Department of Water and Power at least 60 days in advance for removals of any existing LADWP lines, foundations or equipment. The Design Builder shall notify, in writing, **Kurt Radke at LADWP, (213) 367-8017** for the removal of Customer or Industrial station equipment and associated meters**, Rodney Beckles, (213) 367-6209** for the removal of 4.8 kV Padmount stations and associated meters, and **Duke Thompson, (213) 367-1743** for removal of LADWP lines and cables. Arrangements satisfactory to the Engineer must be made prior to taking any existing utility line out of service for any purpose.

D. AT&T Telephone Line Installation. The Design Builder shall coordinate with the AT&T for the installation of new telephone lines and relocation of existing lines. Arrangements satisfactory to the Engineer must be made prior to installing any new lines. The Design Builder shall notify AT&T at (310) 515-2401 followed up in writing, two months in advance of installation of new lines. The Design Builder shall coordinate with AT&T and provide a laydown area for AT&T to store their equipment and materials for the duration of their work. The Design Builder shall facilitate payments to AT&T from the allowance set aside. The Design Builder shall schedule all payments in advance with AT&T and coordinate payment approvals with LAWA to avoid delays. The Design Builder shall provide the Engineer with a copy of all correspondence with AT&T.

E. Natural Gas Line Installation**.** The Design Builder shall coordinate with the Gas Company and provide a lay-down area for the Gas Company to store their equipment and materials for the duration of their work. The Design Builder shall facilitate payments to the Gas Company from the allowance set aside. The Design Builder shall schedule all payments in advance with the Gas Company and coordinate with LAWA to avoid delays.

F. Investigation/Relocation of Unidentified Utility Services. Every attempt has been made to identify existing utilities in the various work areas of the Project and to show existing utilities on the plan sheets. Due to the age of the facility, and the variety of utility agencies operating on the airfield, there may be utility services which will be discovered during construction which are not shown or differ from information shown on the plans. It will be the responsibility of the Design Builder to report to the Engineer such findings. Upon approval by the Engineer, the Design Builder will be reimbursed as described in the General and Special Conditions

1.12 SCHEDULE COORDINATION

A. 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 the Engineer, 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.

B. All costs incurred by the Design Builder for coordination with the necessary agencies relative to the work affecting utilities shall be considered incidental to the bid items and no separate payment will be made.

PART 2 – NOT USED

PART 3 – NOT USED

ATTACHMENT 1 – DESIGN BUILDER'S SHUTDOWN REQUEST FORM

LAX DEVELOPMENT

CONTRACTOR'S UTILITY SHUTDOWN REQUEST

Contract No. _____ Construction Manager Office, address, telephone number, fax number

1. FAX one (1) form for each utility being requested for shutdown.
2. FAX completed form(s) to the Construction Managers Office. **OFFICE FAX NUMBER :**
3. Requests must be received **7 DAYS** PRIOR TO THE UTILITY SHUTDOWN TIME – **NO EXCEPTIONS**
   Utilities will be shutdown and restored by LAWA Construction & Maintenance personnel ONLY.
4. The shutdown will not occur unless the Contractor is present at the shutdown location and work area.
5. Please complete the form in its entirety. INCOMPLETE FORMS WILL NOT BE PROCESSED.

SHUTDOWN REQUESTS WILL ONLY BE ACCEPTED BETWEEN THE HOURS OF 7:00 AM TO 1:00 PM
All FAXES received on SATURDAY, SUNDAY, or after 1:00 PM will be marked as "RECEIVED" on the following day.

SHUTDOWN TIMES MAY CHANGE WITHOUT NOTICE DUE TO AIRPORT OPERATIONAL PRIORITES

____ Water ____ Electrical ___ Gas ____ Fire Alarm
____ Sewer ____ Sprinkler ___Communications ____ HVAC

Specific Location: _____

Work Area Adjacent To: _____

Possible Affected Buildings: _____

Purpose: _____

Airfield ? YES NO Terminal ? YES NO Floor/Level: _____

CONTACT INFORMATION: Contract Name _____ W.O. No.: _____

Company Name: _____ Contact Person: _____

Phone Nos: Office: _____ Cellular: _____
Fax: _____ Email: _____

SHUTDOWN INFORMATION: 1st Choice Day: _____ 1st Choice Date: _____

SHUTDOWN TIME: _____ AM PM RESTORE TIME: _____ AM PM

Contractor Requestor's Signature: _____ Date: _____

DO NOT WRITE BELOW THIS LINE, FOR CONSTRUCTION MANAGEMENT OFFICE USE ONLY

Date Received: _____ Time: _____ AM PM Recommended by: _____
CM Utility Shutdown Coordinator
_____ APPROVED _____ NOT APPROVED CC: Chief Construction Inspector

Comments: _____

Confirmation of Scheduled Shudtown. Make corrections in the shutdown information section above.

LAWA Shop	Name of Supervisor Contacted	Date	Time

SA-003_Rev0 *Contractors Utility Shutdown Request | 02.09*

END OF SECTION 011800

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Allowances have been set aside for certain materials and services that shall be required to complete the Design Builder's scope of work, but for which definitive scopes can not be determined until a later time, or a specific vendor/system and equipment are required to maintain/integrate with existing LAWA systems and contractual obligations and warranties.

B. The Design Builder shall invoice for actual vendor/ system costs accrued against each allowance item plus a stipulated mark-up for the Design Builder's coordination and processing cost. Any unused portion of the allowance will be deducted from the contract amount via deductive change order at the completion of the project.

C. Each allowance item shall be considered separately for payment. Each allowance item shall be included in the Design Builder's schedule.

D. All price quotes and scopes of work from vendors or the LAWA-selected consultants for each allowance item of work, as applicable, shall be provided to and approved by the Engineer prior to the Design Builder proceeding with the work. The Design Builder shall submit documentation of LAWA-selected consultant invoice or receipt of paid permit fees, when requesting payment under the allowance item as stipulated above.

E. Price quotes shall be obtained from the LAWA selected contractor/Vendor by the Design Builder in a format that clearly itemizes all labor quantities and labor rates, material quantities and material rates, equipment costs, overhead and fee to perform the work of the Allowance. Any work performed by subcontractors to the Design Builder/Vendor shall also be itemized as above. In the case the price quote provided by the LAWA selected Contactor/Vendor is unacceptable to the Engineer, the Engineer may direct the Design Builder to proceed with the Allowance work on a cost plus percentage basis as described in General Conditions.

1.2 ALLOWANCE ITEMS

A. (GA1) CUP (FFE): This allowance provides for the procurement of office furniture, fixtures and equipment for LAWA as requested by the Engineer. This allowance may also provide for the purchase of miscellaneous safety equipment, additional building signage, or other related items requested by the Engineer. All items purchased using this allowance will become the property of LAWA.

B. (GA2) Plan Check and Permits: Under this allowance item, the Design Builder shall be reimbursed for the actual Plan Check and permit fees only for procuring of building, HVAC, electrical, plumbing permits listed and South Coast Air Quality Management Air Quality* permits. Administrative cost associated with obtaining the permits will not be compensated for under this allowance. The Design Builder shall not be compensated under this allowance for cost of insurance and Design Builder's labor to obtain permits or insurance. Includes LADBS Plan Check, and all necessary permits.

**LAWA has applied for a Title V Facility Permit to construct (PTC) for the equipment expected to require a permit to operate for the replacement CUP. The application package includes two turbines and two duct burners with associated emissions control equipment, continuous monitoring system and an emergency generator. The Design Builders shall provide all data required for this permit to LAWA for modification of the CUP permit based upon the final design and changes and modification during start-up with deviation from stated permit condition or negotiations with SCAQMD on permit conditions.*

C. (GA3) Testing and Inspection Services: This allowance provides for Inspection and Testing by third party agencies requested by LAWA. All other inspection services except Inspections by LADBS but including deputy inspection are part of the fixed price.

D. (GA4) Additional Photography/Photographs: This allowance provides for LAWA to obtain additional photography or photographs of the CUP and related construction during the work. All other photography is part of the fixed price.

E. (GA5) Additional Interim/Temporary Facilities for LAWA: This allowance provides for additional Interim or temporary facilities for LAWA during the construction of the replacement CUP.

F. (GA6) Partnering: This allowance provides for LAWA share of expenses for Partnering activities.

G. (CA1) Interim Maintenance Shop Facilities: This allowance provides for an Interim Maintenance Shop at a location to be determined, including relocation of the existing equipment.

H. (CA2) NFPA Proprietary Supervising Station System/Central Fire Alarm Panel and Interconnection of Terminal Fire Alarms with Replacement CUP control room: This allowance provides for a UL listed CTA Supervising Station System/Central Fire Alarm Panel, computer terminal, flat screen display, UPS power supply and including all needed software plus conduit, cable and interconnection of Fire Alarm from existing terminal equipment to the replacement Central Utility Plant Control Room. This work may include installation of multiple communications devices to communicate between differing systems.

I. (CA3) ACAMS Service: The allowance for ACAMS provides for the use of the LAWA-selected consultant (ACAMS Maintenance Contractor / Vendor) to provide ACAMS equipment, device installation, and programming and configuration services during the construction phase of the project. The scope of the work included in this allowance shall include the following:

1. Perform programming and configuration of field devices and control panels.

2. Perform modifications to existing and new control panels.

3. Program and configure of the ACAMS main computer to add all new/modified devices.

4. Test all new and modified devices with the ACAMS main computer. This does not include cable continuity testing which is required under the contract lump sum amount.

5. Coordinate with Engineer, LAWA and Airport Police for final testing, approval and acceptance.

[This Allowance item does not include any new ACAMS system work. New ACAMS system work shall be included in the Contract lump sum amount. Conduit, cable, panels and devices are furnished and installed by Design Builder or its subcontractor and associated cost shall be included in the contract lump sum amount and are not part of the allowance unless stipulated herein to be provided under the Allowance item.]

J. (CA4) Fire Alarm Systems Service: The allowance for fire alarm system services provides for the use of the incumbent LAWA-selected consultant (Fire Alarm Maintenance Contractor / Vendor) to provide Fire Alarm programming and configuration services during the construction phase of the project. Specific activities included within the scope of this allowance are:

1. Confirm that the Design Builder has properly programmed and configured field devices and panels.

2. Modify existing and new fire control panels, as needed to integrate new and existing system.

3. Program and configure the existing Fire Alarm Monitoring system (Central Utility Plant UNITY) to add/delete/modify devices and to revise the monitoring system to reflect the new device layout and configuration.

4. Test all new and modified devices with the Fire panel. This does not include cable continuity testing which is required under the contract lump sum amount.

5. Coordinate with the Engineer, LAWA Instrument Shop, Construction and Maintenance Division (CMD) and Fire Marshall for final testing, approval and acceptance of the Fire Alarm System and new devices.

K. (CA5) Telecommunications System: This allowance will provide for the use of the incumbent LAWA-selected consultant (Telecommunications Maintenance Contractor / Vendor) to provide Telecommunications services during the construction phase of the project. The scope of the work covered by this allowance shall include the following:

1. Program, modify and configure relocated devices into the existing main system.

2. Test all relocated devices with the existing main system. This does not include cable continuity testing which is required under the contract lump sum amount.

3. Coordinate with Engineer, LAWA ITG, service provider, and/or tenant for final testing, approval and acceptance of each telecommunication system.

L. (CA6) Paging System (CUP Voice Paging): This allowance provides for the use of the incumbent LAWA-selected consultant (Paging Maintenance Contractor/Vendor) to provide Paging services during the construction phase of the project. The scope of the work covered by this allowance shall include the following:

1. Program and configure relocated field devices and panels into the existing Paging system.

2. Test all relocated devices with the existing main system. This does not include cable continuity testing which is required under the contract lump sum amount.

3. Coordinate with Engineer, LAWA for final testing, approval and acceptance.

M. (CA7) CCTV -VNet (Existing CCTV-Video Network): This allowance provides for the use of the incumbent LAWA-selected consultant (CCTV-VNet Maintenance Contractor/Vendor) to relocate CCTV -VNet equipment, programming and configuration services during the construction phase of the project. The scope of the work of this allowance shall include the following:

1. Program and configure relocated field devices, control panels, and cable feeds.

2. Modify existing control panels.

3. Program and configure the main CCTV-VNet system to include relocated devices.

4. Test new and relocated devices in the CCTV-VNet system. This does not include cable continuity testing which is required under the contract lump sum amount.

5. Coordinate with Engineer, LAWA ITG and Airport Police for final testing, approval and acceptance.

[This Allowance item does not include any new CCTV system work. New CCTV system work shall be included in the Contract lump sum amount. Conduit, cable, panels and devices are furnished and installed by Design Builder or its subcontractor and associated cost shall be included in the contract lump sum amount and are not part of the allowance unless stipulated herein to be provided under the Allowance item.]

N. (CA8) Maintenance of Existing LAWA Facilities: This allowance provides for the procurement of maintenance services for the existing LAWA and other Facilities required for the implementation of turnover from the existing CUP to the replacement CUP. The scope of work under this allowance may include but not be limited to janitorial and other maintenance services for the existing or new facilities. This allowance is expected to be executed during the transition period to supplement the existing CUP maintenance workforce.

O. (CA9) Security Enhancements: This allowance provides for security enhancements at the direction of the Engineer. Enhancements may include but not be limited to additional security services for the Temporary Contractor Facility and other areas as required by LAWA.

P. (CA10) Additional Operations and Maintenance of the existing CUP and the new replacement CUP after activation: This allowance provides for the procurement of Operations and maintenance services from the design builder for the existing LAWA and other Facilities during or after Activation of the replacement CUP and turnover from the existing CUP. The scope of work under this allowance may include but not be limited to Supervision of plant operations, Plant operations and other repair/maintenance services for the existing or new facilities. This allowance is expected to be executed during the transition period to supplement the existing CUP operations and maintenance workforce. Design builder work during activation is part of the fixed price.

Q. (EA1) Additional Recommended Spare Parts (Extra Materials): This allowance provides for the procurement of additional spare parts based on manufacturer's recommendations (to be quoted 90 days before shipment of equipment) and Engineer's approval. LAWA will provide a list of the spare parts to be procured under this allowance. Spare parts specified shall be furnished under the fixed price.

R. (EA2) Electrical Substation IS 2299 Renovation: This allowance provides for Non-LADWP costs for demolition and construction work needed including temporary transformers for use during construction.

S. (EA3) Additional Demonstration and Training: This allowance provides for supplemental Demonstration and Training to that specified in the fixed price to provide additional training as needed by LAWA personnel.

T. (SA1) Additional HAZMAT Abatement/Contaminated Soil Remediation: This allowance provides for: the Inspection and removal of Hazardous materials in existing structures and the subsoil and includes procurement of a qualified Hazardous Materials Contractor with a qualifying HAZ license (Hazardous Substance Removal Certification) pursuant to Title 16, Division 8, Article 3 of the California Code of Regulations for testing, removal and abatement of such materials when found which are not documented in the Reports included in the Project Criteria. Cost of inspecting the existing facilities to verify existing Reports and define previously unidentified materials is to be part of the fixed price for the replacement CUP. This allowance is to be used only when additional hazardous materials are found that were not previously identified in the contract documents (see Reports included in the Project Criteria). Inspection of the existing facilities to verify existing Reports and define previously unidentified materials is to be part of the fixed price for the replacement CUP.

U. (SA2) Additional Landscape & Hardscape Restoration as directed by LAWA: This allowance provides for restoration of Landscape removed and to be replaced as part of the Utility Distribution and Site Engineering portion of the work and is to include also restoration of the FAA fence, parking lot and landscape elements at the FAA tower. Design Builder shall furnish under the fixed price Landscape at the replacement CUP and repair/replacement of roads, curbs and gutters and other items which need to be relocated or removed as part of the utility distribution work

V. (SA3) Unforeseen Utility Relocations: This allowance provides for Design and construction where utilities are not identified in the Project Criteria or are materially different from that identified in the Project Criteria.

W. (SA4) Additional or Extraordinary Management of Traffic: This allowance provides for Maintenance and Protection of Traffic and Airport Operations, including temporary traffic control measures, changeable message signs, barricades other signage and measures etc beyond the M.O.T. Plan measures and is specifically intended for use to compensate for changes imposed by LAWA on the Design Builder during construction.

X. (SA5) Changes to utility routing, alignment or profile due to unforeseen conditions: This allowance provides for unforeseen conditions which dictate a re-alignment or re-routing of the utilities from the routing defined in the Project Criteria.

Y. (TA1) Mechanical/Pump Room Upgrades (Terminal Side) Controls, equipment and piping system compatibility (Project C002A): This allowance provides for Design, procurement, construction and commissioning of mechanical, controls and electrical replacement systems and equipment in the Mechanical (pump) rooms at each terminal, Admin east, and the Theme building.

1.3 ALLOWANCE ITEM MARK-UP

A. Allowances will be priced and paid in accordance with the General Condition.

1.4 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise LAWA of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. Obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Engineer from the designated supplier.

1.5 SUBMITTALS

A. Submit proposals to LAWA for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 LUMP-SUM AND UNIT-COST AND QUANTITY ALLOWANCES

A. Allowance shall include cost to Design Builder of specific products and materials ordered by LAWA or selected by Engineer under allowance and shall include taxes, freight, and delivery to Project site.

B. Unless otherwise indicated, Design Builder's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by LAWA under allowance shall be included as part of the Contract Sum and not part of the allowance

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to LAWA, after installation has been completed and accepted.

1. If requested by LAWA, retain and prepare unused material for storage by LAWA. Deliver unused material to LAWA's storage space as directed.

1.8 TESTING AND INSPECTING ALLOWANCES

A. Testing and inspecting allowances include the cost of engaging independent, third party testing agencies, actual tests and inspections, and reporting results.

B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

C. Costs of services not required by the Contract Documents are not included in the allowance.

D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to LAWA by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF SECTION 012100

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Design Criteria and Plans

B. General Provisions of the Contract, including General and Special Conditions

C. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

D. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for product and material substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those identified as minimum requirements in the Concept Drawings and Performance Criteria, or required by the approved Construction Documents as proposed by Design Builder.

1. Substitutions for Cause: Changes proposed by Design Builder that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Design Builder or LAWA that are not required in order to meet other Project requirements but may offer advantage to Design Builder or LAWA.

B. Engineer: The Chief Airports Engineer of LAWA or his/her designated representative.

C. Equal/or Equivalent: Meeting the same performance requirement, in terms of size, function, aesthetic appearance, performance output, warranty, material and other descriptive measures.

1.4 SUBMITTALS

A. Substitution Requests: Submit PDF electronic files as directed by Project Procedures for each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles. Submit product cuts sheets, including applicable product data as supplied by the manufacturer.

1. Substitution Request Form: Use LAWA form, a facsimile of which is appended to this section and will be provided on the LAWA Project website.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by LAWA and other separate Design Builders that will be necessary to accommodate proposed substitution.
    c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    e. Samples, where applicable or requested.
    f. Certificates and qualification data, where applicable or requested.
    g. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and Owners.
    h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    i. Research reports evidencing compliance with building code in effect for Project, from LADBS Research Report.
    j. Detailed comparison of Design Builder's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
    k. Cost information, including a proposal of change, if any, in the Contract Sum.
    l. Design Builder's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
    m. Design Builder's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Design Builder of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
    b. Should Engineer not render a decision within time allocated, this will be taken to mean that substitution is not approved. Design Builder may request from Engineer reason for non-approval, and may request list of factors that result in the product being non-approvable.
    c. The Design Builder must, when a substitution is non-approvable and the specified product is not available or does not meet regulation, seek out other substitutable products

that meet the requirements identified by the Performance Criteria and/or the approved Construction Documents.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: It is the Design Builder's responsibility to investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

B. Design Builder shall assume the responsibility and liability for compatibility with all other building elements. Repair, replace and correct any work damaged due to failure resulting from substitution. Modify or adjust affected work as necessary to integrate work of the approved substitutions.

C. Demonstration of Compatibility: Design Builder shall provide large-scale coordination drawings to demonstrate compatibility with related systems.

1.6 SUBSTITUTIONS

A. Timing: Engineer shall consider requests for substitution if received within 180 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of the Engineer.

B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 21 days prior to time required for preparation and review of related submittals.

1. Conditions: Engineer will consider Design Builder's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests through LAWA without action, except to record noncompliance with these requirements:

   a. Requested substitution is consistent with the Project Criteria and Approved Construction Documents and will produce indicated results.
   b. Substitution request is fully documented and properly submitted.
   c. Requested substitution will not adversely affect Design Builder's construction schedule.
   d. Requested substitution has received necessary approvals of authorities having jurisdiction.
   e. Requested substitution is compatible with other portions of the Work.
   f. Requested substitution has been coordinated with other portions of the Work.
   g. Requested substitution provides specified warranty.
   h. If requested substitution involves more than one Design Builder, requested substitution shall be coordinated with other portions of the Work, shall be uniform, consistent, and compatible with other products, and shall be acceptable to all Design Builders involved.

C. Substitutions for Convenience: Submit requests for substitution immediately upon discovery of need for change, but not later than 21 days prior to time required for preparation and review of related submittals.

1. Conditions: Engineer will consider Design Builder's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

a. Revise conditions in subparagraphs below. If required, insert more restrictive conditions to limit consideration of proposed substitutions.
b. Requested substitution offers LAWA a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities LAWA must assume. LAWA's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by LAWA, and similar considerations.
c. Requested substitution does not require extensive revisions to the approved Construction Documents.
d. Requested substitution is consistent with the Project Criteria and Approved Construction Documents and will produce indicated results.
e. Substitution request is fully documented and properly submitted.
f. Requested substitution will not adversely affect Design Builder's construction schedule.
g. Requested substitution has received necessary approvals of authorities having jurisdiction.
h. Requested substitution is compatible with other portions of the Work.
i. Requested substitution has been coordinated with other portions of the Work.
j. Requested substitution provides specified warranty.
k. If requested substitution involves more than one Design Builder, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all Design Builders involved.
l. Use form below for the substitution request.

ATTACHMENT – SUBSTITUTION REQUEST FORM

SUBSTITUTION REQUEST FORM

Specification Title:_____Description:_____

Section: _____ Page: _____ Article/Paragraph:_____

Proposed Substitution (Be Specific):_____

Manfacturer:_____Address:_____Phone:_____

Trade Name:_____ Model No:_____

Installer: _____Address:_____Phone:_____

History: ☐ New Product ☐ 2-5 Years Old ☐ 5-10 Years Old ☐ More than 19 Years Old

Differences between proposed substitution and specified product:_____
_____
_____

☐ Point-by-point comparative data attached

Reason for not providing specific item:
_____
_____
_____

Similar Installation (Attach additional sheets, if necessary):

Project: _____ Architect/Engineer: _____

Address:_____ Owner:_____

Date Installation: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes, explain (Be specific, Attach add. sheets if necessary)
_____
_____
_____

Savings to Owner for accepting substitution (Be specific, Attach add. sheets if necessary)
_____
_____($)

Proposed Substitution Changes Contract Time:

☐ No ☐ Yes (Attached Schedule Analysis) ☐ Add or ☐ Deduct_____ Calendar days

Support Data Attached (Required):

☐ Drawings ☐ Product Data ☐ Samples ☐ Photos ☐ Tests ☐ Reports ☐ Schedule Analysis

PART 2 - PRODUCT (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating design process and construction operations on Project including, but not limited to, the following:

1. Design Phase Administration
2. General project coordination procedures.
3. Administrative and supervisory personnel.
4. Coordination drawings.
5. Project Management Software.
6. Project meetings.

B. Each Design Builder shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific Design Builder.

C. Related Sections:

1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Design Builder's construction schedule.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.
4. Division 01 Section "General Commissioning Requirements" for coordinating the Work with the commissioning authority.
5. Volume 2: Project Criteria: Design Requirements for Design Procedures and activities required of the Design Builder’s designer.

1.3 DEFINITIONS

A. RFI: Request from LAWA, Engineer, or Design Builder seeking information from each other during construction.

1.4 GENERAL RESPONSIBILITIES

A. Design Builder shall participate in the CEQA mitigation process and performance as required in the Contract Documents. Mitigation measures directed to LAWA for the purposes of the Central Utility Plant Replacement Project are the responsibility of the Design Builder. See Volume VI, Environmental Impact Report (EIR).

B. Design Builder shall facilitate communications and the management of the design process. Design Builder is required to establish a local office for the duration of the Project. Design work shall be performed consistent with the standards of professional care exercised by national design firms. The Design Builder is not required to produce the entire construction documents package in the local office; however, the Design Builder shall provide the appropriate staff in the local office to interface routinely with LAWA and aid in coordination of design reviews of the design documents.

C. The Design Builder is required to deliver to LAWA any and all design materials. These materials include, but are not limited to: calculations, preliminary drawings, construction drawings, shop drawings, samples, electronic media data, sketches, illustrations, specifications, descriptions, models, mock-ups, and other information Design Builder has developed, prepared, furnished, or delivered in the prosecution of the design work.

1.5 DESIGN PHASE RESPONSIBILITIES

A. Basis of Design Phase

1. The Design Builder shall develop the Basis of Design documents based upon Project Criteria, including Design Requirement, Performance Specifications, Concept drawings, Attached Reference Documents and the amended Project Proposal. These documents shall depict the materials, equipment, design, layout and general coordination of each major building, site, and operational system (i.e.: structural, exterior closure, mechanical, plumbing, electrical, chilled water, heating hot water, steam etc.) in sufficient detail to confirm compliance with design and performance criteria contained in the contract documents.

    a. Detail the functional requirements of the project as defined by the Criteria Documents and the expectations of the building's use and operation as they relate to the systems to be commissioned.

    b. Provide a narrative describing the design of the systems to be commissioned and outline any design assumptions that are not otherwise included in the design documents.

    c. Provide a detailed design of the Utility Distribution System on site, carefully evaluating all existing conditions to determine where relocations and modifications to the site features need to occur to incorporate the design.

    d. Provide a narrative sequence of operation for each system or sub-system.

    e. Provide a detailed Traffic Management Plan in accordance with the requirements describe in Section 015527, "Maintenance and Protection of Traffic and Airport Operations" and the Concept Drawings.

2. Design Builder shall update the detailed construction schedule to confirm Project delivery within the stipulated milestones.

3. Design Builder shall participate in Basis of Design Review sessions with LAWA and its consultants prior to the development of the Construction Documents. The Design Builder shall be responsible for scheduling and coordinating the participation in these meetings. The deliverables are defined in the appropriate sections of the Contract Documents and shall include annotated Project Criteria, Performance Criteria and Concept Drawings.

1.6 CONSTRUCTION DOCUMENTS PHASE

A. Prepare the construction documents for the entire Project.

- 50% Construction Documents: See the Project and Performance Criteria for requirements.
- 90% Construction Documents: See the Project and Performance Criteria for requirements
- 100% Construction Documents: See the Project and Performance Criteria for requirements

1. Upon receipt of the Notice to Proceed, the Design Builder shall give notice to its Architect and Engineer of Record to commence the design of the buildings, site improvements, and systems and advance the preparation of the construction documents. The construction documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality.

2. LAWA's review of the construction documents shall be conducted in accordance with the approved Design Builder's Baseline Schedule with procedures set forth in Section 013200 "Construction Progress Documentation". Such review shall not relieve the Design Builder from its responsibilities under the Agreement. Such review shall not be deemed an approval or waiver by LAWA of any deviation from, or of the Design Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted by the Design Builder and explicitly approved by LAWA.

3. 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. Refer to the Design Requirements for Submittal requirements.

4. The Design Builder shall submit completed packages of the construction documents for review by LAWA and the Fire Marshal at the stages defined in the Design Requirements, as indicated on the Design Builder's Baseline Schedule and as defined in Contract Requirements, 013300 "Submittal Procedures". The Design Builder shall schedule meetings with LAWA to review the construction document packages. Meetings shall be scheduled so as not to delay the Work. After reviewing construction documents packages for conformance to the Performance Criteria, LAWA will issue a Notice to Proceed for construction to the Design Builder. Such notice to proceed will be limited to those aspects of the work fully designed and acceptable for advancement to construction.

5. Design Builder shall provide construction documents for hazardous and/or toxic abatement efforts and demolition activity of sufficient clarity and detail, submitted to LAWA for review.

6. Design Builder shall submit a traffic management plan in accordance 015257 “Maintenance and Protection of Traffic and Airport Operations”.

1.7 PERMITTING PHASE RESPONSIBILITIES

A. LAWA shall reimburse the Design Builder for the fees assessed by the Los Angeles Department of Building and Safety and other permitting agencies associated with the issuance of building, demolition, and other construction permits required for the Project. The Design Builder will be reimbursed from the allowance established in the bid form. No other Design Builder costs associated with obtaining the building and demolition permits will be reimbursed.

B. Design Builder shall coordinate with LADBS for off hour’s inspections. The Design Builder will be responsible for all Building & Safety personnel off hour charges beyond their normal work hours of 7AM to 3PM, Monday through Friday (holidays excluded). These off hours Building and Safety inspection personnel costs are estimated to be approximately $150/hour (four hour minimum charge). Design Builder shall verify off hours inspection costs and procedural requests with Building and Safety prior to bid submission. Any anticipated off hour’s inspection costs shall be included in the base bid and shall not be applied to the Permit allowance.

C. Table below includes a list of known permitting/approval agencies. The list is not intended to be all inclusive and it is incumbent on the Design Builder to acquire all required permits for the Project. Agencies have been contacted where noted and as appropriate, plans have been submitted for review, and other preliminary notifications have been made to the agency. The Design Builder is required to finalize the permitting process.

D. Prior to commencing Work on the Contract, the Design Builder and its SubDesign Builders must supply either the Business Tax Registration Certificate Number, Business Tax exemption Number or the Vendor Number obtained from the City Clerk. The Design Builder must also provide the effective dates of the number.

E. Design Builder shall allow sixty (60) calendar days in its Construction Schedule for approval of permits or other approvals from any agency after the Design Builder’s submittal of a complete and accurate application.

F. The Design Builder shall procure all permits, approvals, and licenses required, including design-build services as specified in these contract documents, pay all charges and fees, and give all notices necessary. The Design Builder shall procure all required permits, approvals, and licenses prior to the commencement of the related Work. The cost of the permits and licenses is incidental to the other Work and no additional payment shall be made for costs incurred in obtaining the permits and licenses or in conforming to the requirements thereof.

G. All other required plan checks and permits including but not limited to the following: baggage handling system structural supports, fire protection system, FAA 7460, shall be obtained by the Design Builder and shall be included in the Design Builder’s proposal, and are not reimbursable under this allowance item. The Design Builder shall include time for the acquisition and processing of permits into the schedule. The Design Builder shall allow 60 calendar days for the processing and acquisition of the FAA 7460 Permit.

H. The following is a list of permit/approval agencies that must be contacted by the Design Builder. The Design Builder shall then submit Plans to each for review, approval, and permit issuance:

Agency	Type of Permit/ Number (if appropriate)	Contact Person/Phone No.
City of Los Angeles Bureau of Sanitation	Waste Water Permit	City of Los Angeles Bureau of Sanitation, Industrial Waste Mgmt. Div. 2714 Media Center Dr., Los Angeles, CA 90065 Attn: Chief I.W.Inspector II (323) 342-6200
City of Los Angeles Dept. of Building & Safety (West Los Angeles)	Building Electrical Mechanical Plumbing	Lily Teng (213) 482-6871
City of Los Angeles Fire Department	Permit information included in terminal building permits, above.	Michael Reagan (213) 485-6274
LAX Airport Police	Approval	Gary Green (310) 636-0200
FAA	Permit Application # 7460	Federal Aviation Administration P.O. Box 92007 Los Angeles, CA 90009 Attention: Airports Division AWP-600

I. Industrial Waste Water Permit

7. The current CUP has the following known Industrial permits

   178347: CUP Loading dock sump to sewer
   428849: Cooling Tower blowdown to sewer
   433541: Clarifier to storm drain in roadway between CUP Maintenance bldg and DWP
   479101: ID addressed at 251 World Way (I believe this is DWP IS 2299)
   492067: Clarifier in CUP lower level – Stand alone. Does not feed sewer.

8. The Design Builder is responsible for all new and renewed Industrial Wastewater permits. Including but not limited to the Cooling Tower Blowdown Requirements. The Bureau of Sanitation requirements are located here http://www.lacity.org/SAN/wastewater/pdfs/prmapp.pdf

9. The Discharge Limitations are as follows and shall be incompliance with EPA 40CFR 423.

Constituent	Local Instantaneous Maximum, mg/l	Federal Instantaneous Maximum, mg/l
Arsenic	3.00	-
Cadmium	15.00	-
Chromium (Total)	10.00	0.20
Copper	15.00	-
Lead	5.00	-
Nickel	12.00	-
Silver	5.00	-
Zinc	25.00	1.00
Cyanide (Total)	10.00	-
Cyanide (Free)	2.00	-
Remaining 124 Priority Pollutants	-	No Detectable Amount
Polychlorinated Biphenyl Compounds	-	No Detectable Amount
Sulfides (Dissolved)	0.10	-
Oil and Grease (Dispersed)	600.00	-
Oil and Grease (Floatable)	None Visible	-
PH (Standard Units)	5.50-11.00	-

1.8 CONSTRUCTION PHASE RESPONSIBILITIES

A. The Design Builder shall provide all labor, materials, equipment, temporary utility services and facilities necessary to construct the entire Project as required by the Contract Documents, including, but not limited to:

1. Prepare an existing conditions survey of the all surrounding and adjacent properties, including streets and observable utilities, prior to the start of construction.

2. Design, construct and maintain for the entire duration of the Project all necessary improvements to be used as the Field Office for both the Design/Build and LAWA Project Management Teams. All costs are to be paid as part of the stipulated sum, including, but not limited to: all office space, furniture, furnishings, equipment, utilities (including, but not limited to: water, power, sewer, broadband internet service, phone and fax lines), express mail, document reproduction, drinking water, and janitorial services as further described in Section 015000 “Temporary Facilities and Controls”.

3. The Design Builder shall create and implement a coordinated Occupancy Plan that will include a schedule indicating the activities for temporary and final relocations of personnel, existing/new furniture and equipment over the course of the Project. Design Builder will be responsible for the following relocations:

    - Existing CUP offices to interim office trailers prior to demolition of the existing CUP (Interim CUP office requirements: 3 offices of 225 square feet each and two offices of 400 square feet each);
    - Relocation of the CUP Maintenance shop from temporary quarters to the new shop after completion;
    - Relocation of CUP offices from temporary trailer to the replacement CUP offices.

- Removal of temporary CUP Maintenance shop and temporary CUP offices to include restoration of pavement and other site improvements (curbs, gutters, reseeding, etc.).

4. The Design Builder will develop the Occupancy Plan with input from LAWA and shall obtain any consultants, movers, interim space (whether existing leased office space or trailer space for personnel, or cargo containers or leased storage space for Plant maintenance stock), telecommunications vendors, and others as needed. The Occupancy Plan will include a Move Schedule to indicate any required interim moves as well as the final move into the Completed Project. Provide all labor necessary to assist and move LAWA and its materials and equipment during the multiple relocation process, including equipment operators, electricians, plumbers, temporary protection of finishes, etc. The Move Schedule will include, at a minimum:

   a. Mobilization
   b. Move Management
   c. Pre-move activities including Tele/data pre-installation and testing activities
   d. Move-out dates
   e. Move-in dates including building protection
   f. Post move-in activities (i.e. punch-list coordination and follow-up.)

5. The Design Builder will develop an Activation Plan for the replacement Central Utility Plant which will address the operational readiness and sequential transfer of systems in the replacement CUP from the Design Builder to LAWA. In addition this will include shutdown of the existing CUP and transfer of responsibility for the existing CUP from LAWA to the Design Builder.

6. Design Builder shall provide continuous updates of the Project Record Drawings.

7. Traffic Management Plan – Prepare in accordance with Section 015527 Maintenance and Protection of Traffic and Airport Operations".

8. Material Management Plan – Prepare a Plan for ordering materials and equipment and provide monthly Status Reports on status of Procurement, fabrication and delivery.

1.9 VIRTUAL DESIGN AND CONSTRUCTION (VDC), DIGITAL BUILDING INFORMATION MODEL (BIM)

A. General: It is expected that, to the greatest extent applicable, the Design Builder will employ VDC and BIM tools to facilitate the construction, coordination, scheduling and phasing of the Work.

B. Design Builder's VDC implementation shall include at a minimum the following activities:

   A. Development and maintenance of a three-dimensional building information model of the Work that includes Design Builder-developed, shop-drawing level information of the following building components and systems:

a. Building structure, including but not limited to, foundations, columns, beams, joists, purlins, floor and roof decking and fill, bracing, and load-bearing walls.

b. HVAC systems, including but not limited to, HVAC piping and pumps, air distribution ductwork, fans, air terminal units, air outlets and inlets; central cooling equipment compressors, chillers, condensers, and cooling towers; boilers, heat exchangers and packaged and/or custom air-handling units and thermal storage systems.

c. Plumbing systems, including but not limited to, water distribution, storm drainage and sanitary sewerage waste and vent piping, water-heaters and plumbing fixtures.

d. Fire suppression systems, including but not limited to, standpipes, sprinkler systems, fire pumps, and non-water-based fire-extinguishing systems.

e. Electrical systems, including but not limited to, conduit greater than 1-1/2 inches in diameter, or bundled conduits, cable-tray, transformers, switchgear, switchboards, panelboards, generators, lightning protection and lighting.

f. Communication systems, including but not limited to, structured cabling, premise wiring distribution system, equipment room fittings, racks, frames and enclosures, data communications switches, hubs, and routers, common use systems, and paging systems.

g. Conveying systems including elevators.

h. Architectural building systems including interior and exterior walls, windows, curtain walls, ceilings, and roof.

B. Collision Detection Reports: Based on information developed and included in the Design Builder's three dimensional BIM model, perform collision/interference checking and develop reports for review and resolution by the integrated Design/Build team, including subDesign Builders, manufacturers and suppliers, working with the Design team where needed prior to release of fabrication drawings.

C. Schedule Visualization: Develop and maintain a three-dimension building information model for the expressed purpose of visually demonstrating and communicating proposed project construction schedule and phasing to LAWA, subDesign Builders and suppliers as applicable. The model shall include all major building systems and shall be constructed in such a fashion as to permit animation showing sequential construction of the project based on and driven by the approved Primavera construction schedule.

C. BIM and Drawings, General: Using the Design Builder-developed building information model, prepare coordination drawings and interference reports in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
b. Coordinate the addition of trade-specific information to the coordination drawings by multiple Design Builders in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
c. Indicate functional and spatial relationships of components of Architectural, structural, civil, mechanical, and electrical systems.
d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
f. Indicate required installation sequences.
g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

D. BIM and Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.

2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.

3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.

4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.

5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.

6. Mechanical and Plumbing Work: Show the following:

   a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
   b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
   c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:

a. Runs of vertical and horizontal conduit 1-1/4 inch diameter and larger.
b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
d. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Fire Protection System: Show the following:

a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

9. Review: Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Design Builder's responsibility. If LAWA determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, LAWA will so inform the Design Builder, who shall make changes as directed and resubmit.

10. Interference Resolution: Whenever job measurements and an analysis of the building coordination model, Drawings and Specifications indicate that the various systems cannot be installed without significant deviation from the intent of the Contract, prepare interference drawings as required to indicate conflict between the various systems and other components of the building such as beams, columns, and walls. Include plans, elevations, sections, and other details drawn to large scale as required to clearly define the interference and to indicate the Design Builder's proposed solution. Submit interference drawings for review by the Designer and LAWA prior to proceeding with work in the general areas of the conflict.

E. Digital Data Files: Prepare coordination digital data files in accordance with the following requirements:

1. Designer will furnish Design Builder one set of digital data files of the Drawings for use in preparing BIM digital data files.

a. Concept Designer makes no representations as to the accuracy or completeness of digital data files as they relate to the Drawings. It is expected that the Design Builder will independently develop the content of the digital coordination model based on the design intent shown in the Designer’s digital model.
b. Digital Data Software Program: The Concept Designer’s Model and Drawings are available in the AutoCAD, however, the Design Builder at his A/E are responsible for producing the final BIM product in Revit 2010. The Design Builder shall furnish both the BIM/Revit model and the final electronic files in AutoCAD in full compliance with the LAWA CAD Standard. Refer to http://www.lawa.org/uploadedfiles/lawa/pdf/Vol2CADD.pdf
c. Design Builder shall execute a data licensing agreement in the form of an Agreement form acceptable to LAWA and Designer.

2. Interference Checking File Format: Software capable of combining three-dimensional modeling information prepared in a variety of file formats in order to detect interference among disparate systems and objects.

3. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.

1.10 CONSTRUCTION COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings that reflect coordinated construction operations included in different Sections of the Specifications and facilitate efficient and orderly installation of each part of the Work. Also coordination drawings shall reflect coordinated construction operations, included in different Sections, which depend on each other for proper installation, connection, and operation. Coordination Drawings shall be used to show the locations of components and work in each work area, delineated by trade and system. Coordination Drawings are in addition to the Shop Drawings, Product Data, and Samples required in Special Conditions Section, Submittal Procedures. Coordination Drawings are considered to be one form of Shop Drawings.

1. Requirement for submittal of coordination drawings includes but are not limited to:

- Separate layers shall be prepared for all equipment, systems and types of work including, but not limited to, the following:
- Ductwork, diffuser locations, mechanical piping, mechanical equipment, plumbing, and automatic temperature control.
- Sprinkler System.
- Electrical, lighting layouts, speaker layout, sound masking system, emergency lighting, and exit signs.
- Reflected ceiling plans.
- Piping and Electrical Distribution
- Security/ACAMS.
- CCTV
- Telecommunications
- Interconnecting chilled and heating hot water piping to each terminal and building.
- All piping within the CUP, pipe supports, anchors, expansion joints
- All mechanical and plumbing equipment, including HVAC.
- All building related structures, façades, rooms, walls, doors, and ceilings
- All lights and electrical equipment
- All structural steel and cast-in-place and pre-cast panels

B. Coordination drawings shall be prepared and transmitted promptly and in conformance with the Design Builder's approved CPM construction schedule. Coordination drawings must be approved by the Engineer prior to performing the associated Work.

C. Prior to monthly payments, the Engineer shall review the Design Builder's coordination drawings to verify that all revisions are up-to-date. In the event the Design Builder's coordination drawings are not updated, the Engineer may withhold the monthly payment until the coordination drawings have been revised to reflect the correct information.

D. The Design Builder shall package coordination drawings per building.

1. Coordination drawings shall reflect scheduling of construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordination drawings shall reflect coordinated installation of different components with other Design Builders to ensure maximum accessibility for required maintenance, service, and repair.

3. Coordination drawings shall reflect adequate provisions to accommodate items scheduled for later installation.

4. Coordination drawings shall reflect, where availability of space is limited, coordinated installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

E. Submittal Procedures – Electronic Documents

1. General: Electronic copies of CAD Drawings of the Contract Drawings may be provided by the Engineer for the Design Builder's use in preparing submittals with the condition that the Design Builder signs the Architect's Data Waiver document.

2. The Design Builder shall provide computer-generated plots, utilizing AutoCAD (in .dwg format) or newer as the common basis for development. The Design Builder shall plot Coordination Drawings at a scale of not less than 1/4-inch = 1'-0".

3. The Design Builder shall represent each trade by a unique CAD layer. All drawings shall be plotted utilizing layers and colors unique to each trade. Layers and assignment of colors and pen weights shall be in accordance with the CADD Layering Guidelines prepared by the American Institute of Architects' latest edition. All drawings shall contain a color key.

4. The Design Builder shall submit ten (10) sets of 30" X 42" color copies and three (3) CD-ROM copies of the Coordination Drawings to the Engineer. The CD-ROMs shall contain each Coordination Drawing, both as active .dwg format AutoCAD files and as Adobe Acrobat .pdf format files. The files shall be indexed for efficient retrieval and plotting.

5. Processing Time: Submittal review shall be scheduled to allow for time required for review, comment and re-submittals, assuming a minimum review time of thirty (30) calendar days from the date of the Engineer's receipt of the submittal. Design Builder shall also assume a minimum of thirty (30) calendar days for Engineer's review of each re-submittal.

6. No extension of the Contract time will be authorized due to Design Builder's failure to transmit Coordination Drawing submittals sufficiently in advance of the Work to permit processing of the submittal by the Engineer.

F. Products

1. Mechanical Coordination Drawings: The Design Builder shall show the sizes and bottom elevations of rectangular ductwork; show the sizes and centerline elevations of round ductwork, piping, and conduit runs; show acoustical lining in ductwork, flange dimensions, reinforcement, and insulation for ductwork, as well as flange dimensions and insulation for all pipes and ducts; identify low, medium, and high-pressure ductwork; dimension the location of all major components such as VAV boxes, dampers, valves, cleanouts, and electrical distribution equipment and pull boxes from column centerlines and; show the orientation of all equipment requiring electrical connections and indicate, where

required, the location of architectural access panels as may be required by code or to facilitate maintenance.

2. The Design Builder shall show double lines for all ductwork and pipes 6 inches and larger. Ductwork shall be drawn with allowance for sound lining, insulation, connection flanges, and reinforcing.

3. Piping Coordination Drawings: The Design Builder shall submit piping spool drawings for all piping above 2 inches in diameter along with drawings showing vertical and horizontal piping runs inside the plant.

4. Electrical Coordination Drawings: The Design Builder shall show vertical and horizontal conduit runs 1-1/4 inch and larger, lighting fixtures, smoke detectors, panel boards, switch boards, switchgear, transformer, distribution equipment, busways, pull boxes, generator and motor control centers, exit signs, and emergency battery packs; dimension the location of all major components from column centerlines and indicate, where required, code required clearances by cross-hatching; show the requirements for the location of architectural access panels required to comply with code or to facilitate maintenance; show single lines for all electrical work, conduit runs and lines and; draw busways to scale.

5. Built-In Elements: The Design Builder shall show all openings and sleeve locations required in cast-in-place concrete slabs, walls, beams, and other structural elements, including openings necessary to perform the Work but not shown on structural drawings, and all deviations in the location of holes shown on structural drawings. The Design Builder shall specifically note or indicate all relocated openings and new openings.

6. The Design Builder shall utilize graphic symbols as indicated on Contract Drawings. No trades shall utilize the same graphic symbols.

7. The Design Builder shall prepare final Coordination Drawings using uniform drawing size, thirty by forty two inch (30” by 42”) minimum.

8. The Design Builder shall key and cross-reference the Coordination Drawings to the Contract Drawings.

9. The Design Builder shall detail complex areas of the building systems at larger scales than those used for typical floor plans to provide a clear representation of the work being described.

10. The Design Builder shall submit Coordination Drawings on a composite floor-by-floor or area-by-area basis and include representations of the work of all trades for the particular floor or area being submitted.

11. The Design Builder’s Coordination Drawings shall contain the signed approval stamp of each trade and subDesign Builder to indicate that the final composite drawings accurately represent their work in coordination with other trades. Additionally, each drawing shall be signed by the Design Builder’s System Manager.

12. Use for Construction: The Design Builder shall use only final submittal versions of Coordination Drawings, with mark indicating Engineer’s approval for use for construction.

13. All Relocations of Work installed or modified by the Design Builder prior to the Engineer's approval of Coordination Drawings shall be made at the Design Builder's expense and shall not be compensated by or to the account of LAWA.

G. Coordination Drawing Maintenance At Project Site

1. The Design Builder shall maintain an orderly file of Coordination Drawings at the project site, which shall be available to the Engineer and LAWA representatives for reference during regular working hours.

2. The Design Builder shall keep the original plots of the Coordination Drawings up-to-date with revisions reflecting the actual construction of the Work.

3. The Design Builder shall submit the original plots of the Coordination Drawings to the Engineer at the completion of all Work. If required by the Engineer, the Design Builder shall correct the Coordination Drawings and resubmit them to the Engineer prior to final payment.

1.11 REQUESTS FOR INFORMATION (RFI's)

A. General: A Request for Information (RFI) is a Design Builder initiated written instrument related to the execution of the Work. The RFI shall be used by the Design Builder as the means for it to ask questions related to the Work; subject to the conditions contained within the Contract Documents. Within 24 hours on discovery of the need for additional information or interpretation of the Contract Documents, Design Builder shall prepare and submit an RFI to LAWA utilizing form provided in LAWA's Project Web site.

1. LAWA will return RFIs submitted directly to LAWA by other entities controlled by Design Builder with no response.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Design Builder's work or work of subDesign Builders.

3. An RFI which fails to conform to the requirements stated herein, (e.g., is incomplete or contains numerous errors) shall be returned to the Design Builder for its completion without benefit of the Engineer's response, in addition, no adjustments for Contract Time or Contract Sum shall be granted for an RFI failing to conform to the requirements stated herein.

4. Each RFI shall be submitted with such promptness as to cause no delay in the Design Builder's own work and in that of any sub-Design Builder. No adjustments of Contract Time or Contract Sum will be granted because of failure to have an RFI submitted with sufficient time to allow for the processing of a response by the Engineer.

B. Authorship:

1. Prior to the commencement of the RFI process, the Design Builder shall designate a full time "RFI Manager" whose duties shall include the responsibility for enforcing the Request for Information provisions of this article, to maintain an up-to-date log of all RFIs, advise the Engineer, in writing, of the status and disposition of all RFIs at the progress meetings, and be a member of the Design Builder's staff. The RFI Manager shall be

experienced in administration and supervision of building construction of the type indicated on the contract documents including mechanical and electrical work.

2. Each RFI shall originate solely from, and signed by, the Design Builder's RFI Manager. An RFI submitted to the Engineer by an entity, or individual, other than the RFI Manager shall be returned to the Design Builder.

C. Prohibitions: RFIs shall not be used for the following:

4. To solicit consideration by the Engineer of a "substitution".

5. To request an adjustment of the Contract price, time, or terms. If the Design Builder believes that a Change in the Work has been made by the Engineer, the procedures included elsewhere in the Contract Documents shall be followed.

D. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name
2. Project number
3. Date
4. Name of Design Builder
5. RFI number, numbered sequentially
6. RFI subject
7. Specification Section number and title and related paragraphs, as appropriate.
8. Drawing number and detail references, as appropriate.
9. Field dimensions and conditions, as appropriate.
10. Each RFI shall contain specific reference to the drawing number(s), detail number(s), schedule type(s), bulletin number(s), specification section(s) and paragraph number(s), or other related document(s) which is (are) pertinent to the Design Builder's question. The date of each referenced drawing number, bulletin, specification section or other related document shall be identified. In preparing each RFI verify the applicable dimension(s), field conditions, drawing requirements (small through large scale details), and/or specification section requirements pertaining thereto. Prior to submission of the RFI coordinate the nature of the inquiry with the requirements of other sections or trades as related thereto. Where supplementary sketches are required to clarify an inquiry the Design Builder shall attach supplementary sketches, at large scale, illustrative of the inquiry. Sketches shall include sufficient detail, materials, dimensions, thicknesses, assembly, attachments, relation to adjoining work, structural grid references, and all other pertinent data and information for the Engineer to make an informed response.
11. Design Builder's suggested resolution. If Design Builder's solution(s) impacts the Contract Time or the Contract Sum, Design Builder shall state impact in the RFI.
12. Design Builder's signature
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

E. RFI Forms: Software-generated form provided as part of LAWA's Project Web site.

F. Engineer's Action through LAWA: Engineer, in consultation with Designer will review each RFI, determine action required, and respond. Allow a minimum of seven days for Engineer's

response for each RFI. RFIs received by LAWA after 3:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Designer's actions on submittals.
    f. Incomplete RFIs or inaccurately prepared RFIs.

2. Engineer's action may include a request for additional information, in which case time for response will date from time of receipt of additional information.

3. Engineer's action on RFIs shall neither authorize nor constitute a change to the Contract Time or Contract Sum.

    a. If Design Builder believes the RFI response warrants change in the Contract Time or the Contract Sum, notify LAWA in writing within seven days of receipt of the RFI response and submit Change Request according General Requirements

G. On receipt of action through LAWA, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify LAWA within seven days if Design Builder disagrees with response.

H. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of Project Web site including the following:

1. Project name.
2. Name and address of Design Builder.
3. RFI number including RFIs that were dropped and not submitted.
4. RFI description.
5. Date the RFI was submitted.
6. Date Engineer’s response through LAWA was received.
7. Identification of RFI-related Minor Change in the Work, Field Directives, Change Notices and Change Requests, as appropriate.

1.12 PROJECT MANAGEMENT SOFTWARE

A. Purpose And Overview

1. LAWA is using Prolog Project Management Software licenses and a portal to Design Builder, designers of record, and selected project participants in order to automate all aspects of the construction life cycle from project design to close-out. This software affords in depth project management across projects, project participants, and LAWA programs.

    a. Features of the software are schedule integration, dashboards for on-screen notifications, reporting by sub-project tiers and web access. The software management applies to cost control, multi-tiered work breakdown structure (WBS), budget, contracts/purchase orders, invoices, trending, flows, fund source management, change management, document control, RFI’s, submittals, drawing management, action

items, meeting minutes, issues, letters, transmittals, correspondence log, file management, report writing, and cost period reporting and all inspection reports.

b. The final compilation of all data reported will be a record of the work and electronic archive on LAWA's project server through a web-based portal.

B. Scope

1. This procedure applies to all LAWA offices, departments, prime consultants, prime Design Builders, and Design Builder organizations.

C. Definitions

1. Web-based – The Prolog software is accessible on the Internet by a LAWA provided access and a password.

    a. Modules – Each component of the project management work and life-cycle is organized into a module of work. Staff members are given active access to modules dependant on their job description. Read only access is available to many modules, dependant on permissions.
    b. IT Help Desk – All questions or requests for services regarding Prolog will be managed through the Project Management Team's IT Help Desk.

D. Responsibilities

1. LAWA Staff and Project Members – All LAWA staff and project members will be trained through the Project Management Team's server based Prolog Training Manual and have access to the Prolog Project Management Software. All program and project work will be worked through and maintained on Prolog as it applies. Staff and project members are given active access to modules dependant on their job description.

    a. Project Management Team's Software Manager – The Software Manager provides access, coordination, permissions and training to all users. Updates current modules and adds new modules as directed by the Project Management Team. In addition, this position receives and responds to all inquiries through the IT Help Desk.

E. Procedure

1. Work modules are developed by the Project Management Team that includes the Prolog Manager, representative work group, and LAWA representatives.

    a. All staff and project members will enter and perform their work daily on the Prolog Modules.
    b. All staff and project members will review the Prolog dashboard reports at least daily to obtain the status of the Project work they are responsible for.
    c. Monthly Reports will be prepared from data entered and accessed through Prolog for submission to LAWA.
    d. Document Control items will be filed and made available electronically through Prolog.

1.13 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify LAWA and Engineer of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including LAWA and Engineer, within three days of the meeting.

B. Project Kick-off Conference

1. The objective of this meeting is to introduce the Project team members, confirm understandings, roles, responsibilities, schedules, emergency contacts, neighborhood awareness and outreach, and to review the procedural requirements of the Project as established by the contract requirements and the Project Management Plan.

2. LAWA will conduct the Project Kick-Off Conference within ten (10) calendar days after the Notice to Proceed. It will be attended by the Design Builder, LAWA and others as appropriate.

3. LAWA, with input from the Design Builder, will prepare the agenda as well as prepare and distribute the meeting minutes. LAWA shall be a participant in all meetings.

C. Basis of Design Conference(s)

1. The objective of this meeting is to review and affirm Basis of Design of all building systems and identify design clarifications prior to development of the construction documents. Refer to the individual specification section(s) in Performance Specifications for the required systems.

2. The Design Builder shall schedule the Basis of Design Meeting within thirty (30) calendar days of the Notice to Proceed. Participants shall include the Design Builder and key designers (Design Builder's architect and engineering team as necessary), designated sub-Design Builders, LAWA, and others as appropriate.

4. The Design Builder will prepare the agenda with input from LAWA. Agenda should include all major building systems, submittal processes and procedures, key design decisions required, major materials selection, early lead times, and other issues as appropriate. The Design Builder shall prepare and distribute the minutes to the attendees and other as appropriate. Meeting minutes shall be distributed no later than 5 business days after such meeting is held.

D. Design Progress Meetings.

1. The objective of these meetings is to proactively facilitate the Design Builder's completion of the design and construction documents and to establish a mutually acceptable review procedure.

2. The Design Builder will conduct regularly scheduled team meetings during the completion of the design development of the construction documents. These meetings are to be held at a mutually agreed upon location in the vicinity of the Project Site. Attendees shall include appropriate members of the Design Builder, LAWA and others, as appropriate.

3. Design Builder will prepare and distribute the agenda and minutes. Meetings will include an overview of the Design Builder's Short-Term Schedule. Meeting minutes shall be distributed no later than 3 business days after such meeting is held.

E. Construction Document Reviews.

1. During the development and at the completion of the Design Builder's construction documents, LAWA may require the performance of peer reviews and/or a code certification of the construction documents. The Design Builder shall cooperate and coordinate with LAWA in performance of these reviews and distribution of construction documents.
2. Permit status reviews: During the permitting phase meet to review status and activities needed to complete the process.

F. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to LAWA and Engineer, but no later than 30 days prior to start Construction.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of LAWA and their consultants; Design Builder and its superintendent; major sub-Design Builders; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
    a. Tentative construction schedule and Phasing.
    b. Critical work sequencing and long-lead items.
    c. Designation of key personnel and their duties; Lines of communications.
    d. Procedures for processing RFIs, field decisions and Change Orders.
    e. Procedures for Submittals, for testing and inspecting.
    f. Procedures for processing Applications for Payment.
    g. Distribution of the Contract Documents.
    h. Sustainable design requirements.
    i. Preparation of record documents.
    j. Use of the premises and existing building.
    k. Work restrictions and Working hours.
    l. LAWA's occupancy requirements.
    m. Responsibility for temporary facilities and controls. Procedures for disruptions and shutdowns.
    n. Procedures for moisture and mold control.
    o. Construction waste management and recycling.
    p. Parking availability, Office, work, and storage areas.
    q. Equipment deliveries and priorities.
    r. First aid and Security.
    s. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

G. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advice LAWA of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Contract Documents.
    b. Options.
    c. Related RFIs and Change Orders.
    d. Purchases, deliveries and submittals status.
    e. Review of mockups, possible conflicts and Compatibility problems.
    f. Time schedules,
    g. Weather limitations, Manufacturer's written recommendations and Warranty requirements.
    h. Compatibility of materials and Acceptability of substrates.
    i. Temporary facilities and controls. Space and access limitations.
    j. Regulations of authorities having jurisdiction.
    k. Testing and inspection requirements. Installation procedures and coordination with other work. Required performance results.
    l. Protection of adjacent work.
    m. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
    a. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

H. Commissioning and Activation meetings: Schedule and conduct both Commissioning and Activation Meetings, at a time convenient to both LAWA and Engineer, but no later than 120 days prior to the initiation of the activities.

1. Conduct the meetings to plan and review requirements and responsibilities related to Commissioning and/or Activation.

2. Attendees: Authorized representatives of LAWA and their consultants; Design Builder and its superintendent; major sub-Design Builders; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay commissioning or Activation, including the following:

    a. Preparation of planning documents.
    b. Procedures required prior to initiating the activity.
    c. Requirements for preparing equipment and systems for commissioning/start-up.
    d. Requirements for demonstration and training.
    e. Coordination of separate contracts.
    f. LAWAs staffing responsibilities.
    g. Responsibility for removing temporary facilities and controls.
    h. Requirements for operational readiness and/or turnover of systems or equipment to LAWA responsibility.
    i. Requirements for shutdown of the existing CUP and turnover to the Design Builder.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

I. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to LAWA and Engineer, but no later than 90 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of LAWA and their consultants; Design Builder and its superintendent; major sub-Design Builders; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    a. Preparation of record documents.
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    c. Submittal of written warranties.
    d. Requirements for preparing sustainable design documentation.
    e. Requirements for preparing operations and maintenance data.
    f. Requirements for demonstration and training.
    g. Preparation of Design Builder's punch list.
    h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    i. Submittal procedures.
    j. Coordination of separate contracts.
    k. LAWA's partial occupancy requirements.
    l. Installation of LAWA's furniture, fixtures, and equipment.
    m. Responsibility for removing temporary facilities and controls.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

J. Progress Meetings: Conduct progress meetings at weekly intervals.

1. Coordinate dates of meetings with preparation of monthly payment requests.
2. Attendees: In addition to representatives of LAWA, Design Builder, sub-Design Builder, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

K. Design Builder’s Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Design Builder's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1. Review schedule for next period.

2. Review present and future needs of each entity present, including the following:

    a. Interface requirements.
    b. Sequence of operations.
    c. Status of submittals and Deliveries.
    d. Off-site fabrication.
    e. Access.
    f. Site utilization.
    g. Temporary facilities and controls.
    h. Progress cleaning.
    i. Quality and work standards.
    j. Status of correction of deficient items.
    k. Field observations.
    l. Status of RFIs.
    m. Status of proposal requests.
    n. Pending changes.
    o. Status of Change Orders.
    p. Pending claims and disputes.
    q. Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

    a. Schedule Updating: Revise Design Builder's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

L. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

1. Attendees: In addition to representatives of LAWA, Design Builder, subDesign Builder, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Combined Design Builder's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Design Builder's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

    b. Schedule Updating: Revise combined Design Builder construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

    c. Review present and future needs of each Design Builder present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.

4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.

M. Building Information Model (BIM) Coordination Meetings: Conduct Project BIM coordination meetings at intervals appropriate to the development of the Design Builder's BIM coordination model.

1. Attendees: In addition to representatives of LAWA and Designer, each Design Builder, sub-Design Builder, supplier, and other entity providing electronic BIM modeling information for inclusion in the Design Builder's BIM coordination model.

2. Agenda:
   a. Review and correct or approve minutes of the previous BIM coordination meeting.
   b. Review status of electronic BIM coordination information to be provided by participant Design Builders, sub-Design Builders and suppliers.
   c. Review results of collision checking reports; indentify areas where system configuration needs to be modified to address interferences; propose revisions for implementation and review at subsequent meetings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013131 - PARTNERING

PART 1- GENERAL

1.1 PARTNERING

A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section

B. LAWA intends to encourage the foundation of a cooperative partnership with the Design Builder and his sub-contractors. To this goal, the successful bidder will have the opportunity to enter into a cooperative partnership agreement with LAWA for the contract. The objective of this Partnering agreement would be effective completion of the Work on time and to achieve a standard of quality that would be a source of pride to both LAWA and the Design Builder. Partnering is intended only to establish an environment of cooperation between the parties and will not affect the terms of the contract.

The partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. It will focus on good communication and creative cooperation to resolve problems in a timely, professional, and non-adversarial manner. The objective is to provide a quality project, safely, on time and within budget so that all are proud to contribute. This partnership would be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally.

To implement this partnership initiative, at a mutually agreed date between both parties, a one day partnership development and team building workshop, to be attended by the Design Builder's on-site staff, LAWA personnel, LAWA Design and Construction Management teams and other key agencies associated with the project will be held. The cost of this training, excluding staff labor charges, will be equally shared between Design Builder and LAWA. Subsequent partnering sessions may be held, if agreed to by all partners.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 013131

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including Special Conditions and General Conditions and Division 01 General Requirements, apply to this Section.

1.2 SUMMARY

A. For purposes of this section, Construction Progress Documentation and Construction Schedule shall be meant to include all design and related activities for this project, and shall be read as "(Design and) Construction Progress Documentation" and "(Design and) Construction Progress Schedule". Section includes administrative and procedural requirements for documenting the progress of design and construction during performance of the Work, including the following:

1. Start-up design and construction schedule.
2. Design Builder's construction schedule.
3. Daily construction reports.
4. Material location reports.
5. Field condition reports.
6. Cost loading and cash flow schedule.
7. Manpower histogram.
8. Material status report.
9. Construction equipment report.
10. Special reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.

3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by LAWA.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either LAWA or Design Builder, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

    a. Extensions of time for performance required under General Conditions pertaining to equitable time adjustment will be granted only to extent that equitable time adjustment exceeds total float in activity or path of activities affected at time Notice-to-Proceed was issued for change.
    b. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraint, extended activity times or imposed dates shall be cause for rejection of Design Builder's Construction Schedule and revisions or updates. Use of float time disclosed or implied by use of alternative float suppression techniques shall be shared as directed by LAWA to proportionate benefit of LAWA and Design Builder.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

H. Major Area: A story of construction, a separate building, or a similar significant construction element.

I. Majorsubcontractor: For purposes of this Section, Majorsubcontractor is defined as subcontractor or supplier whose subcontract value equals or exceeds 1.0 percent of value of Contract.

J. Milestone: A key or critical point in time for reference or measurement.

K. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

L. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. 1 electronic copy of P6 .xer file along with relevant layouts .plf files.

2. 1 spreadsheet created by Claim Digger showing all changes to the Schedule.

3. 1 pdf copy of all reports, bar-charts, time-scaled diagrams, histograms, s-curves and narrative.

4. 5 paper copies of reports, bar-charts, histograms, s-curves and narrative.

5. 1 paper copy of E-size time scaled diagram of construction activities banded by phase and area.

B. CPM Reports: Concurrent with CPM schedule, submit the following reports on 11 x 17 paper: Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, start date, finish date, and total float. The specific format of the required reports will be discussed at the Design Scheduling Conference.

1. Activity ID Report: List of all activities sorted by activity number.

2. Activity Schedule Bar-chart: Sorted by phase, area, start and finish.

3. Logic Report: List of preceding and succeeding activities for all activities, sorted by phase, area, start and finish.

4. Total Float Report: List of all activities sorted by phase in descending order of total float, then descending finish.

5. Schedule of Values Report: Sorted by resource, start and finish date

6. Project Cash Flow S-curve: Showing project actual and estimate at completion forecast vs. baseline early and late cash flow.

7. Manpower Histograms: Showing project overall headcount per month and trade headcount per month (carpenters, masons, electricians, laborers, foremen, etc)

8. Material Status Report: Showing the detailed steps required during the submittal, approval, procurement and delivery of major equipment.

9. Construction Equipment Histograms: Showing project overall equipment count per month and equipment category count per month (cranes, excavators, forklifts, etc.).

PART 2 - PRODUCTS

2.1 SCHEDULING OF THE WORK

Milestone Descriptions		Milestone Dates
Milestone #1	**Design\Procurement - NTP**	**July 14, 2010**
Milestone #2	**LAWA authorized Site Access to CUP Replacement Work.**	**November, 22, 2010**
Milestone #3	**Phase 1A: Milestone #3 requires new CUP capability and distribution to the project limits east of the AOA fence for: 4,000 Tons of Chilling Capacity; 6,000 gpm of Chilled Water; 10,000 MBTU of Heating; 400 gpm of Heating Hot Water**	**August 11, 2012**
Milestone #4	**Phase 1B: Milestone #4 requires new CUP capability and distribution to the project limits east of the AOA fence for: 19,560 Tons of Chilling Capacity; 29,500 gpm of Chilled Water; 4,005 gpm of Heating Hot Water**	**November 7, 2012**
Milestone #5	**Phase 2 Partial Acceptance**	**May 14, 2014**

A. General Scheduling Requirements:

1. All schedule submittals shall be:

   a. Produced using Primavera P6.2 software.
   b. Updated and submitted on a monthly basis.
   c. Logically tied to the Project Milestones.
   d. Resource\Cost loaded with the following codes:
      1) Schedule of Values cost account code (refer to Section 011000 – Schedule of Values) used to produce the Monthly Progress Payment Report.
      2) Construction Specifications Institute (CSI) MasterFormat 2004 resource code assigned with the SOV cost code.
      3) Labor resource codes for man-hours by trade\discipline.
      4) Equipment resource codes for hours by type of machine.
      5) Issue resource code to track key issues.
      6) Change order resource code for any changes to base contract cost.

e. Activity coded with the following codes:
   1) Location code that identifies the different areas of the project.
   2) Subcontractor code that identifies each subcontractor's work activities. Activities cannot contain more than one subcontractor.
   3) Activity ID's shall start with: C001A_ for CUP Replacement, C002A_ for CUP Controls Room Replacement, C003A_ for CTA Utility Distribution. An activity code for these project numbers shall also be included in the schedule.

B. Senior Construction Scheduler

1. Design Builder is required to employ, or to retain the services of, a Senior Construction Scheduler - an individual who is part of the Design Builder's management staff and dedicated to developing of the Preliminary Schedule as well as the development and Maintenance of the Master Baseline Schedule.

2. The Design Builder shall submit the Senior Construction Scheduler's background data to LAWA within five (5) Days after the Design\Procurement NTP. The Senior Construction Scheduler shall have at least Ten (10) years of verifiable experience as the person primarily responsible for preparing and maintaining detailed project schedules with Primavera® on projects of the same or similar size and nature as this Project. The Design Builder shall provide documentation to verify the qualifications and experience of the Design Builder's Senior Construction Scheduler as well as other members of the Design Builder's scheduling staff.

3. The Senior Construction Scheduler is required to attend all meetings pertaining to scheduling and progress of the Work, including weekly job meetings. If the Senior Construction Scheduler leaves the employ of the Design Builder, the Design Builder will be required to notify LAWA in advance of the intended departure and fulfill the requirements of this subsection within thirty (30) days of the departure of the Design Builder's Senior Construction Scheduler. LAWA reserves the right to disapprove any candidate or Scheduling System proposed for the Project. LAWA reserves the right to remove any member of the Design Builder scheduling staff that is, in LAWA's opinion, not performing scheduling work in accordance with the scheduling requirements.

C. Design Scheduling Conference

1. LAWA will schedule and conduct a Design Scheduling Conference with the Design Builder's Project Manager and Senior Construction Scheduler within seven 2 weeks after the Design\Procurement NTP.

2. At this meeting, the scheduling requirements for this project will be reviewed.

3. The Design Builder shall be prepared to review and discuss methodology for development of the schedule, sequence of operations, coding, resource loading and other scheduling methodology.

4. LAWA will discuss with the Design Builder the Schedule layout, WBS, various Activity ID Codes, Activity Codes, Resource Codes and associated field breakdowns such as facility area, phases, components, trades, etc.

D. Master Baseline Schedule

1. The Master Baseline Schedule shall show the sequence and interdependence of activities required for complete performance of the Work, beginning with the date of the Design Build NTP\Procurement and concluding with the Substantial Completion of CUP Phase 2. The schedule shall reflect the Design Builder's true plans for progressing and performing the work. The Design Builder shall be responsible for the means, methods, and duration

and certifies that the schedule duration and contract period is achievable and Design Builder estimate/bid is based upon sequences shown in the schedule.

2. The Master Baseline Schedule shall provide LAWA with a tool to monitor and follow the progress of all phases of the Work. The Master Baseline Schedule submitted to LAWA shall comply with all limits imposed by the scope of Work, with all contractually specified intermediate milestone and completion dates, and with all constraints, restraints or sequences included in the Contract. The degree of detail shall include factors to the satisfaction of LAWA

3. The Master Baseline Schedule shall incorporate and include:

    a. Design Builder's Design/Pre-Construction and Construction work and approach including the Evaluation Report, Construction Work Plan, Permitting Plan, Work Package Procurement and other Design activities.
    b. Appropriate administrative activities and review periods (including LAWA, and 3rd Parties) for all and phases and components of work.
    c. Required cost, resource and activity codes.
    d. Project Milestones dates and overall construction activities and Project completion dates.
    e. Project Budget, Schedule of Values and the cost basis for Progress Payments.

    LAWA will review and make comments on the Baseline Construction Schedule. Meetings will be held between LAWA, the Design Builder, and Senior Construction Scheduler to resolve any conflicts between the Baseline Construction Schedule and the intent of the Contract. Comments made by LAWA on the Baseline Construction Schedule, during review, will not relieve the Design Builder from compliance with requirements of the Contract Documents. To the extent that there are any conflicts between the approved schedule and the requirements of the Contract Documents, the Contract Documents shall govern. Pursuant to the float sharing requirements of the Contract, use of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity times or imposed dates shall be cause for rejection of the Master Baseline Schedule and any revisions or updates. The use of float time disclosed or implied by the use of alternative float suppression techniques shall be shared as directed by LAWA.

    The Master Baseline Schedule shall be constructed to show the order in which the Design Builder proposes to carry out the Work, and ultimately to indicate restrictions of access and to show availability of Work areas, and availability and use of labor, materials and equipment. The Design Builder shall utilize the Master Baseline Schedule in planning, scheduling, coordinating, and performing the Work under the Contract (including all activities of Subcontractors, equipment vendors, and Suppliers). LAWA shall approve or disapprove, in writing, the Design Builder's Master Baseline Schedule within twenty-one (21) Days after receipt of all required information. If disapproved, the Design Builder shall make necessary modification to the Master Baseline Schedule and resubmit to LAWA within fourteen (14) Calendar Days. Once approved, the Baseline Construction Schedule which shall be used for monitoring and evaluating all facets of Contract performance, including, but not limited to progress, progress payments, changes, and delays.

    The construction durations in the Master Baseline Schedule shall take into consideration potential construction delays due to weather.

    a. The 30-year average for rainfall at Los Angeles International Airport is outlined in the chart below, which sets forth the average number of rain days in excess of one tenth (0.1) inch of rain per day.

PER/MONTH	AVERAGE No. OF RAIN DAYS
January	Five (5)
February	Five (5)
March	Five (5)
April	Two (2)
May	One (1)
June	Zero (0)
July	Zero (0)
August	Zero (0)
September	One (1)
October	One (1)
November	Two (2)
December	Three (3)
PER/YEAR	Twenty-Five (25)

b. Other adverse weather conditions, such as fog, may require a stoppage of certain construction activities, such as crane operations, due to air space restrictions. These types of adverse weather conditions occur, on the average of Fifteen (15) days during a year.

c. Design Builder may not submit a delay claim nor will any delay claim be granted for rain and adverse weather conditions that do not exceed a total of forty (40) work days in a calendar year.

F. Schedule Updates

1. The Design Builder shall submit a detailed Monthly Schedule of Values (Data Date equal to the 25th of the month) generated from the Schedule Update on the 25th of each month. LAWA and the Design Builder's Scheduler will meet and\or walk the project the second working day after the 25th in order to finalize schedule progress on the Monthly Schedule of Values. The Design Builder's Scheduler will incorporate LAWA's progress comments and resubmit the detailed Monthly Schedule of Values for final approval. Upon approval of the Monthly Schedule of Values, and with no further changes to the Schedule, the Design Builder will submit their Monthly Schedule Update and Progress Payment.

2. The cost loading and progress payments for long lead procurement items will be discussed at the Design Scheduling Conference.

3. The Monthly Schedule of Values shall be accompanied by a letter of transmittal, Claim Digger Variance Report and Schedule Narrative listing any potential changes in activity: descriptions, IDs, original duration, logic ties, budget, deletions, or added activities. The Schedule Narrative will explain these potential changes and discuss any outstanding schedule issues that are impacting the Project.

4. All changes to Schedule Updates must be approved by LAWA. If the Design Builder desires to make a change to the approved Master Baseline Schedule, the Design Builder shall request permission from LAWA in writing, stating the reasons for the change as well as the specifics, such as revisions to activities, logic, durations, etc.

2.2 DESIGN BUILDER DESIGN PROGRESS REPORTS

During design and construction, Monthly Reports from the A/E are to be submitted based on progress in completing the design and construction administration activities: design development, issuance of drawings, RFI responses, submittals etc. These reports are to focus on physical progress, milestone achievement and other critical activities.

2.3 DESIGN BUILDER'S CONSTRUCTION PROGRESS

A. The rate of progress, and date of completion for the Work are of essence in this Contract.

B. Responsibility for completion:

1. Should any activity fail to be completed within 14 days of indicated schedule date, take steps necessary to improve progress at no additional cost to LAWA including, but not limited to:

    a. Increase number of working hours per shift, shifts per working day, working days per week, or amount of construction equipment, or any combination of foregoing, sufficiently to substantially eliminate lag in scheduled progress.
    b. Reschedule sequence of activities to achieve maximum practical concurrent accomplishment of Work activities.

2. LAWA may require Design Builder to submit for LAWA's approval, at no additional cost to LAWA, such supplementary progress schedules as may be deemed necessary to demonstrate manner in which progress schedule will be regained.

3. Failure to comply with specified corrective measures shall be grounds for determination by LAWA that Design Builder is not prosecuting Work with such diligence as will ensure completion within time specified and may result in termination of Design Builder's right to proceed with Work, or any separable part thereof, in accordance with applicable provisions of General Conditions.

C. Failure to include in the schedule any element of Work required for performance of Contract shall not excuse Design Builder from completing all Work required within applicable time constraints, notwithstanding LAWA's approval of Design Builder's Construction Schedule.

D. Nothing in these requirements shall be deemed to negate or diminish Design Builder's authority and responsibility to plan and schedule Work as required, subject to requirements of Contract Documents.

1. No construction activity shall be more than 21 calendar days duration. Exceptions may be approved by LAWA.

2. Procurement Activities: Include separate procurement activities for procurement items requiring a procurement cycle of more than 60 days. Procurement cycle activities include, but are not limited to, plan check, permits, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Design Builder's construction schedule with submittal schedule.

4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for LAWA's administrative procedures necessary for certification of Partial or Final Acceptance.

5. Punch List and Final Completion: Include appropriate time allowance for punch list and final completion.

E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Activities by LAWA: Include a separate activity for each action expected to be performed by LAWA or their designee.
2. LAWA-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
3. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Coordination with Airport Operations and the Public
    c. Limitations of continued occupancies.
    d. Uninterruptible services.
    e. Partial occupancy before Substantial Completion.
    f. Use of premises restrictions: Refer to Sequencing Plan and Notes in the Concept Drawings
    g. Provisions for future construction.
    h. Seasonal variations.
    i. Environmental control.

4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Sample testing.
    g. Deliveries.
    h. Installation.
    i. Tests and inspections.
    j. Adjusting.
    k. Curing.
    l. Startup and placement into final use and operation.
    m. Substantial completion.

F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Design Builder intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

G. Detailed Design Schedule:

1. Design Schedule Milestones

   a. Survey and Confirmation of Existing Utilities & Services
   b. Basis of Design Approval
   c. Site Mobilization & Construction Delivery/Parking Plans
   d. Major Equipment Brief/Performance Specifications

2. 50% CD

   a. Code Analysis/Life Safety Plan
   b. Phasing Plan
   c. Demolition Plans
   d. Architectural Plans
   e. Site Plans, CUP area, and for Utility Distribution
   f. Maintenance and Protection of Traffic and Airport Operations Plans
   g. Floor Plans
   h. Roof Plans
   i. Exterior Elevations
   j. Specifications
   k. Engineering/ Architectural Renderings
   l. Mechanical and Equipment Plans
   m. Electrical Plans
   n. Landscape Plans and Irrigation Plans
   o. Fire/Life Safety Plans
   p. Communication Plans
   q. LEED Documentation
   r. Other Documents Defined in Performance Criteria: Design Requirements (Volume 2 & 3 of this document)

3. 90% CD

   a. All Documents Required as Defined in Performance Criteria: Design Requirements (Volume 2 & 3 of this document)

4. 100% CD

   a. All Documents Required as Defined in Performance Criteria: Design Requirements (Volume 2 & 3 of this document)

5. Final Contract Documents

   a. All Documents Required as Defined in Performance Criteria: Design Requirements (Volume 2 & 3 of this document)

2.4 AS BUILT SCHEDULE

A. As a condition precedent to release of retention, last update to Design Builder's Construction Schedule shall be identified as "As Built Schedule" and shall reflect exact manner in which project was actually constructed, including start and completion dates, activities, sequences, and logic.

1. As built schedule shall be signed and certified by Design Builder and construction scheduler as being true reflection of manner in which Project was actually constructed.

2.5 DAILY & FIELD CONDITION REPORTS

A. Daily Construction Reports: The Design Builder shall provide written Daily Construction Reports each week to record the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate Design Builders at Project site.
3. Approximate count of personnel, by Trade, at Project site.
4. List of Visitors to the Project site.
5. Equipment being used at Project site.
6. Material deliveries.
7. High and low temperatures and general weather conditions, including presence of rain or fog.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events (refer to special reports).
11. Stoppages, delays, shortages, and losses.
12. Issuance of Non-Compliance Reports.
13. Meter readings and similar recordings.
14. Emergency procedures.
15. Orders and requests of authorities having jurisdiction.
16. Change Orders received and implemented.
17. Work Change Directives received and implemented.
18. Services connected and disconnected.
19. Equipment or system tests and startups.
20. Partial completions and occupancies.
21. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for

Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.
4. Preconstruction video recordings.
5. Periodic construction video recordings.

1.3 SUBMITTALS

A. Qualification Data: Submit qualifications for professional photographer, citing experience with construction photography. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

B. Submit Photographs and Video as defined in Part 3. Design Builder shall submit two (2) CD-ROMs containing the photographs. CD-ROM shall be clearly labeled as to date of photographs, locations and project.

1.4 COORDINATION

A. Auxiliary Services: Coordinate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear well-lit photographs.

1.5 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to LAWA for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 1600 by 1200 pixels and 400 dpi.

1. Digital Camera: Minimum sensor resolution of 8 megapixels.

2. Format: Minimum 1600 by 1200 pixels, 400 dpi minimum, in unaltered original files, with same aspect ratio as the sensor, un-cropped, date- and time- stamped, in folder named by date of photograph, accompanied by key plan file.

B. Photographic Documentation

1. Format: Electronic files of photographs provided on a clearly labeled CD. CD's sequentially numbered and dated upon the label.

2. Identification: Provide an applied label with the following information:

   a. Name of Project.
   b. Name and contact information for photographer.
   c. Name of Design Builder.

3. On the electronic file, provide the following information within the filename:
   a. Date photograph was taken
   b. Description of photograph or area of photograph, defined to the extent it is clearly understandable.
   c. Unique sequential identifier keyed to accompanying key plan.
   d. A possible example would be "Photo 01222 Existing CUP 09-22-09"

C. Video: High resolution video camera compatible for multiple formats, including PC based software

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Key Plan: Submit key plan of Project site and buildings with notation of vantage points marked for use in defining location and direction of each photograph. Indicate elevation or story of construction, where defining CUP building layout. Key Plan should cover all areas of CUP distribution piping, ductbank, and communication fiber network.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.

2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to LAWA.

3. Identification: Provide the following information with each image description in file metadata tag:

   a. Name of Project.
   b. Name and contact information for photographer.
   c. Name of Design Builder.
   d. Date photograph was taken.
   e. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
   f. Unique sequential identifier keyed to accompanying key plan.

D. Retain first paragraph below if Design Builder is required to submit hard copy prints of digital photographs in addition to electronic file submittal.

E. Photographic Prints: Submit up to 200 8” x 10” prints of the project, developed on a digital copy machine in color, for use in displaying within the Engineer’s Office, at the discretion of the Engineer.

F. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain, items to be salvaged, and items to be demolished. The entire site should be documented, including adjacent areas to the construction. Include haul routes, laydown areas, and other areas that could be affected by the work.

1. Flag construction limits before taking construction photographs.

2. Take photographs to show existing conditions adjacent to property before starting the Work.

3. Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction. Specific attention should be directed, but not limited to, the exterior of the FAA ATCT, their perimeter fencing and access gates, parking spaces and existing landscape improvements.

4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

5. Assume that, at a minimum, 300 preconstruction photographs are to be taken. The actual number shall be that which defines all work from at least two different directions, as necessary to have a photographic log that can be referenced.

6. Categorize photographs by area for ease of reference. Use terminology such as “CUP area, World Way North, Center Way South”, etc. to define the location. Prepare a table of contents that defines photographs by areas taken.

G. Periodic Construction Photographs: Provide 20-40 photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken. Photographs should only document areas that have been subject to construction change since the last Application for payment.

H. LAWA Directed Construction Photographs: From time to time, LAWA or their designee will instruct photographer regarding general directions of vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken. Notify LAWA on site personnel of availability of photographer such that comment can be provided.

I. Final Completion Construction Photographs: Take suitable number of color photographs after date of Substantial Completion for submission as project record documents. LAWA or their designee will provide input to photographer of any desired vantage points. Assume 150 final photographs will be required.

1. Do not include date stamp.

2. Where construction is completed by area, take photographs of completed area and submit at time of substantial completion.

J. Additional Photographs: LAWA or their designee may request photographs in addition to periodic photographs specified above. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.

2. In emergency situations, take additional photographs within 24 hours of request.

3. Circumstances that could require additional photographs include, but are not limited to, the following:

    a. Special events planned at Project site.
    b. Immediate follow-up when on-site events result in construction damage or losses.
    c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    d. Substantial Completion of a major phase or component of the Work.
    e. Extra record photographs at time of final acceptance.
    f. LAWA's request for special publicity photographs.

K. Preconstruction Video Recordings: Prior to commencing on-site activities, take video of entire site that documents the interrelationships between the site and adjacent facilities. Video must cover all areas expected to be affected by construction.

1. Segregate video clips by area to allow for ease of future review.

2. Narrate the video with discussion on direction of view, object viewed, etc.

3. Identify key features including manholes, curbs, driveways, utility poles, landscaping, and other topographic features.

L. Periodic Construction Video Recordings: During key on-site activities, take video of areas of site under construction that documents the interrelationships between the site and adjacent facilities. Video must cover areas affected by construction.

1. Segregate video clips by area to allow for ease of future review.

2. Narrate the video with discussion on direction of view, object viewed, etc.
Identify key features including manholes, curbs, driveways, utility poles, landscaping, and other topographic features.

3. Assume that certain video will be required as part of monthly photo documentation, limited to areas of activity at that time.

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Interface and coordinate the work of this Section with Project Criteria, Specifications, drawings, and General and Special Conditions of the Contract.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting DESIGN BUILDER-FURNISHED DRAWINGS, DATA AND SAMPLES Shop Drawings, Product Data, and other submittals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require LAWA's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.

B. Informational Submittals: Written and graphic information and physical samples that do not require LAWA's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.

C. 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.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS:

A. General: LAWA will furnish Design Builder one set of digital drawing files of the Project Criteria, specifications and drawings for Design Builder's use in preparing Project design and construction drawings.

1. LAWA and the Project Criteria Designer make no representations as to the accuracy or completeness of digital data drawing files as they relate to the Project Criteria Drawings.

2. Digital Drawing Software Program: The Project Criteria Drawings are available AutoCAD 2010 depending on design discipline.

3. The information provided by the concept design team is conceptual and its intent is for information and guidance only. The Design Builder remains responsible for developing the project design and developing further submittals and shop drawings in electronic format which will be used in fabrication, erection, installation and construction in general.

4. Design Builder shall execute a data licensing agreement in the form of an Agreement form acceptable to LAWA.

B. Coordination:

1. Coordinate preparation and processing of submittals with performance of construction activities.
2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
3. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
4. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
5. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    a. LAWA reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Log: The Design Builder shall submit a Submittal Log that contains all submittals required under the contract. The Submittal Log shall be an Excel spreadsheet (1 electronic file and 5 hard copies) sorted by specification section and submittal date. The Submittal Log list shall be submitted with the Detailed Design Schedule at Design NTP + 30 Days. The Submittal Log with dates shall be incorporated into the Detailed Procurement Schedule at Design NTP + 60 Days. The Submittal Log shall contain the following information:

1. Description of the item and name of manufacturer, trade name and model number.
2. Specification reference number.
3. Intended submission/resubmission date(s).
4. Order release date.
5. Lead time to delivery/anticipated delivery date(s).
6. Highlight any items that require expedited review to meet the project schedule.

D. Professional Seal Required: Submittals involving engineering design services, such as shoring and underpinning, excavation support structures, falsework for concrete, and load and design calculations, shall be sealed and signed by a professional engineer, currently registered in the State of California, for the discipline involved.

1. Other submittals involving engineering design services, when specified or required by governing codes and regulations, shall be sealed and signed by a professional engineer, currently registered in the State of California, for the discipline involved.

E. Processing Time - Review Period:

1. Prepare submittals sufficiently in advance so that approval may be given before commencement of related work.
2. Allow 30 calendar days after receipt by LAWA for review of each submittal, including resubmittals.
3. The Design Builder shall be responsible for determining whether or not certain governmental entities and utility districts require longer review periods. When longer review periods are

required, the Design Builder shall schedule the Work accordingly, so that the Work and project progress schedules are not adversely impacted.

F. Submittal Delivery: Use Submittal Form attached. Ship submittals prepaid or deliver by hand directly to LAWA. Submittal received on Friday afternoon will not be processed until following Monday, which will be recorded receipt of submittal date.

G. Transmittal Form: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form, provided as part of the Prolog Project Web site. LAWA will return submittals, without review, if submittal is received from sources other than the Design Builder. Accompany submittals with a transmittal form in duplicate containing the following information:

1. The Design Builder's name, address, and telephone number;
2. Submittal number and date;
3. Name of subcontractor.
4. Contract title and number;
5. Supplier's, manufacturer's, or subcontractor's name, address, and telephone number;
6. Subject identification including Contract Drawing and Specification reference; Drawing number and detail references, as appropriate.
7. Location(s) where product is to be installed, as appropriate.
8. Name of firm or entity that prepared submittal
9. Related physical samples submitted directly.
10. Other necessary identification.

H. Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

   File name shall use project, WBS identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., 01.07.002.C001A.DA-####.CN01-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 01.07.002.C001A.DA-####.CN01-061000.01.A).

I. Changes in Approved Submittals: Changes in approved submittals will not be allowed unless those approved submittals with changes have been resubmitted and approved, in the same manner as the original submittal.

J. Supplemental Submittals: Supplemental submittals initiated by the Design Builder for consideration of corrective procedures shall contain sufficient data for review. Make supplemental submittals in the same manner as initial submittals.

K. Deviations: Identify deviations from the Contract Documents on submittals.

L. Options: Identify options requiring selection by LAWA

M. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.

3. Resubmit submittals until they are stamped with action by LAWA allowing Work to proceed.

N. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

O. Use for Construction: Use only final submittals that are stamped with action allowing work to proceed from LAWA's action stamp.

1.5 DESIGN BUILDER'S RESPONSIBILITIES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

B. Design Builder's Review and Approval:

1. Each submittal shall be reviewed, stamped, and signed as reviewed and approved by the Design Builder prior to submission. The Design Builder's approval shall indicate review and approval with respect to the following responsibilities:

2. The Design Builder shall be responsible for:

   a. The correctness of the drawings, for shop fits and field connections, and for the results obtained by the use of such drawings.
   b. Verification of catalog numbers, and similar data.
   c. Determination and verification of field measurements and field construction criteria.
   d. Checking and coordinating information in the submittal with requirements of the Work and of the Contract Documents.
   e. Determination of accuracy and completeness of dimensions and quantities.
   f. Confirmation and coordination of dimensions and field conditions at the site.
   g. Safety precautions.
   h. Errors or omissions on submittals.
   i. Coordination and performance of work of all trades.
   j. Identification of deviation(s) from Contract requirements.

3. The Design Builder shall coordinate each submittal with the requirements of the Work, placing particular emphasis upon assuring that each submittal of one trade is compatible with other submittals of related work. Ensure submittal is complete with all relevant data required for review.

4. The Design Builder shall stamp, initial or sign the submittal, certifying:

   a. Dimensional compatibility of the product with the space in which it is intended to be used.
   b. Review of submittals for compliance with Contract requirements.

5. Perform no portion of Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until respective submittals have been returned to the Design Builder with official indication that approval has been granted by LAWA.

6. If the submittal is designated to be sent to LAWA for information, approval by the designated approval authority shall take place before submission to LAWA.

7. Review of drawings and associated calculations by LAWA shall not relieve the Design Builder from the responsibility for errors or omissions in the drawings and associated calculations, or from deviations from the Contract Documents, unless submittals containing such deviations were submitted to LAWA and the deviations were specifically called to the attention of LAWA in the letter of transmittal and within the submittal, and approved specifically by LAWA as a Contract change.
8. Review of the Design Builder's submittal by LAWA shall not relieve the Design Builder of any responsibility, including responsibility for accuracy and agreement of dimensions and details.

C. Submittal Quantities: Refer to Contract Specifications for submittal quantities.

D. Distribution of Submittals after Review: Distribute prints or copies of reviewed submittals, bearing LAWA's or designated approval authority's stamp and signature, to the Design Builder's field office and LAWA's field office; to affected and concerned subcontractors, Suppliers, and fabricators; and to affected and concerned members of the Design Builder's workforce.

1.6 LAWA'S REVIEW

A. Submittals will be reviewed for conformance with requirements of the Contract Documents. Review of a separate item will not constitute review of an assembly in which the item functions. Review will not relieve the Design Builder from Design Builder's responsibility for accuracy of submittals, for conformity of submittals to requirements of Contract Documents, for compatibility of described product with other provided products and the rest of the system, or for prosecution and completion of the Contract in accordance with the Contract Documents.

B. LAWA will indicate its reviews of submittals and the action taken by means of its review stamp. The review stamp will be affixed by LAWA, the action block will be marked, and the stamp will be signed and dated.

C. The review-stamp action-block marks will have the following meanings:

1. The mark "REVIEWED - PROCEED" is an acceptance, and means that the submittal appears to conform to the respective requirements of the Contract Documents; that fabrication, assembly, manufacture, installation, application, and erection of the illustrated and described product may proceed; and that the submittal need not be resubmitted.
2. The mark "REVIEWED WITH COMMENTS AS NOTED - RESUBMISSION NOT REQUIRED" is an acceptance, and means that the submittal appears to conform to the respective requirements of the Contract Documents upon incorporation of the reviewer's corrections, and that fabrication, assembly, manufacture, installation, application, and erection of the illustrated and described product may proceed. Submittals so marked need not be resubmitted unless the Design Builder challenges the reviewer's exception.
3. The mark "REVIEWED WITH COMMENTS AS NOTED - RESUBMISSION REQUIRED WITHIN __ DAYS" is an acceptance, and means that the submittal appears to conform to the respective requirements of the Contract Documents, and that fabrication, assembly, manufacture, installation, application, and erection of the illustrated and described product may proceed after incorporation of the reviewer's corrections and verification by LAWA that the reviewer's corrections have been properly incorporated in the submittal. Resubmission within the time period specified is also required if the Design Builder challenges the reviewer's corrections.
4. The mark "REVIEWED WITH COMMENTS – CORRECT AND RESUBMIT", means that the submittal is deficient to the degree that the reviewer cannot correct the submittal with a reasonable degree of effort, has not made a thorough review of the submittal, and that the submittal needs revision and is to be corrected and resubmitted.

D. Review stamps or other approval methods of the various designated approval authorities may not be the same as those of LAWA. The Design Builder shall work with the various designated approval authorities and shall obtain approvals in the clearest and most straightforward manner possible.

E. Review by LAWA: One marked up reproducible set of drawings, one copy of product data, and one sample will be returned to the Design Builder.

1.7 SUBMITTAL PROCEDURES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional basic design criteria to LAWA. Design Builder's Designer is expected to develop full design criteria from basic design criteria provided in the Project Criteria.

B. Licenses and Certifications of Design Team Professionals: Provide Licensure and Proof of Authority to practice Professional Engineering, Professional Architecture, and Professional Landscape Architecture, and Professional Surveying for all Design Team Professionals. Provide a listing of each Design Professional and their responsibility, with correlation to their professional licensure type. All professional must be licensed to Practice in the State of California.

C. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Design Builder to be designed or certified by a design professional.

D. Include list of codes, loads, and other factors used in performing these services. Additional copies may be required for each type of submittal in paragraphs below for projects with a construction manager or Commissioning Authority.

E. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon digital data drawing files is otherwise permitted.

3. Mark each copy of each submittal to show which products and options are applicable.

4. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.
   j. Manufacturer's written recommendations.
   k. Manufacturer's installation instructions.
   l. Mill reports.
   m. Standard product operation and maintenance manuals.
   n. Approval number of organizations or agencies as required by agencies having jurisdiction.

o. Notation of dimensions verified by field measurements.
p. Notation of coordination requirements.

5. For equipment, include the following in addition to the above, as applicable:

   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

6. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 22 by 34 inches.

7. Submit Product Data before or concurrent with Samples.

F. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.

3. 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 LAWA's property, are the property of Design Builder.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. LAWA will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture 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; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

   a. Number of Samples: Submit three sets of Samples. LAWA will retain two Sample sets; remainder will be returned.

      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.

2. Number and title of related Specification Section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.

4. Submit subcontract list in PDF electronic file

H. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and LAWAs, and other information specified.

I. Certificates:

1. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

4. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

5. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Test Reports:

1. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

2. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. 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.

3. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

4. Compatibility Test Reports: Submit reports written by a qualified testing agency, 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.

5. Field Test Reports: Submit reports 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 in the Contract Documents.

K. Research Reports: Submit 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.

L. Design Data: Prepare and submit 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 and 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.

M. 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. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

N. 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 on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement whether job conditions, products, and installation will affect warranty.

7. Other required items indicated in individual Specification Sections.

O. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

Material Safety Data Sheets (MSDSs): Submit information to LAWA using a submittal form attached.

DATE: _____ **SUBMITTAL No.** _____

SUBMITTAL FORM

CITY OF LOS ANGELES - LOS ANGELES WORLD AIRPORTS

LOS ANGELES INTERNATIONAL AIRPORT

TYPE OF SUBMITTAL: ☐ **SPECIFICATION** ☐ **DRAWING** ☐ **SHOP DRAWING REVIEW**

CONSTRUCTION MANAGER: _____ LAWA W.O. #: _____ PROJECT ENGR: _____

DESIGN BUILDER: _____ CONTRACT #: _____

SPEC. REFERENCE: _____ DRAWING REF.: _____ SCHEDULE ACTIVITY #: _____

Item No.	No. of Copies	Subject of Submittal/Equipment Supplier	A	B	C	D

REMARKS:

PAGE ___ OF ___

LEGEND:
A - NO EXCEPTIONS TAKEN
B - REVISE AS NOTED. RESUBMITTAL NOT REQUIRED
C - REVISE AS NOTED AND RESUBMIT
D - REJECTED. RESUBMITTAL REQUIRED

Corrections or Comments made relative to submittals during this review do not relieve the Design Builder from compliance with the requirements of the drawing and specifications. This check is for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Design Builder is responsible for correcting and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating work with that of other trades and performing this work in a safe and satisfactory manner.

RESPONSE PREPARED BY: _____

SUBMITTAL STATUS: _____

LAWA AUTHORIZED SIGNATURE: _____

END OF SECTION 013300

SECTION 013523 - SAFETY AND SECURITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

1.2 OPERATIONAL SAFETY ON THE AIRPORT

The Design Builder shall conduct all operations in a manner that will cause no interference with aircraft traffic or normal operations of the airport. To minimize disruptions to vehicular movements within the Central Terminal Area (CTA) the Design Builder shall submit a Traffic Management Plan to LAWA for approval prior to implementing any traffic lane detours or closures.

In all operations, the Design Builder shall be governed by the regulations and rules of LAWA, OCIP Safety Standards, the LAWA Airport Development Group Safety Policy Guidelines and shall cooperate fully with the Engineer and Airport Management. The Design Builder shall refer to the LAWA Airport Development Group Safety Policy Guidelines for additional information regarding operation of vehicles on the AOA and shall also be bound by the operational safety requirements outlined in Federal Aviation Administration (FAA) Advisory Circular No. 150/5370-2, *Operational Safety on Airports During Construction*, as also contained within these Guidelines. The LAWA Airport Development Group Safety Policy Guidelines also contains additional information and requirements relating to operations at the Airport. Should there be a conflict in the requirements between the FAA Advisory Circular and the requirements in the Plans and Specifications, the most restrictive shall govern.

In the case of conflict between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern. FAA rules shall always apply and never be compromised by any conflict in regulations.

Conflicts shall be brought to the attention of LAWA or the LAWA Authorized Representative. LAWA reserves the right to issue a final determination for conflicts.

The Design Builder shall bid the most stringent requirements.

A. Introduction

Los Angeles International Airport is a complex operating facility governed by a strict set of operating rules to ensure the safety of the traveling public, the operators of airlines, and those individuals who function as support personnel to the facility. The Design Builder is required to comply with the most current FAA Advisory Circulars as they pertain to this project. It shall be understood and accepted that the Design Builder is familiar with general Airport operations and has considered them in arriving at bid prices and in scheduling various activities.

The following general safety operations and objectives shall be achieved to maximize safety and to minimize time and economic loss to the aviation community, construction Design Builders, and others directly or indirectly affected by the Project. The Design Builder shall consider these objectives when formulating schedules and operational activities (see *Section 013543* of these Specifications for specifics on phasing and work hour restrictions). The Design Builder shall be responsible for controlling all operations as per this Contract and the operations of subcontractors

(at all levels) and suppliers to comply with the requirements of this section as listed below:

1. Keep the airport operational for all users.

2. Minimize delays to aircraft operations.

3. Maximize safety of aircraft movement and airport operations as a whole.

4. Minimize delays to construction operations.

5. Minimize airport operation and construction activity conflicts.

These requirements are considered a minimum. Detailed Sequencing and Phasing Plans are included in the Concept Plans. Where conflicts occur between the requirements in this section and those indicated on the Concept Plans, the more stringent shall govern.

B. Requirements and Regulations Relating to the Operation of Motor Vehicles

1. General

   a. During the term of this Contract, the Design Builder shall recognize and abide by the following rules and controls as they may be modified by Federal regulations.
   b. In addition to these regulations, the Engineer is empowered to issue such other instructions as may be deemed necessary for the safety and well being of Airport users, or otherwise in the best interests of the public.

2. Operation of Motor Vehicles

   a. Motor vehicle operations within and on the Airport premises shall be governed generally by the provisions of the California State Motor Vehicle Codes and Traffic Direction procedures and signals for turns. Lights and safe-driving precaution shall be in conformity therewith. In addition, motor vehicles shall conform to all special regulations prescribed by the Los Angeles International Airport or procedures imposed pursuant to Los Angeles International Airport regulations by the Engineer.
   b. Traffic on perimeter roads, enplaning and deplaning drives, public thoroughfares and parking areas of the Airport is limited to those vehicles properly licensed to operate on public streets and highways. If construction equipment not licensed for use on public highways is to be used at any time to travel along public roadways, specific written authorization must be given by the Engineer, in advance. If authorization is granted, the equipment shall be escorted by an approved escort vehicle at all times.

   c. All vehicular equipment in the AOA, access road, aircraft parking or storage areas shall at all times comply with any lawful signal or direction of LAWA employees. All traffic signs, lights, and signals shall be obeyed, unless otherwise directed by LAWA employees.
   d. Every person operating motorized equipment of any character on any area shall operate the same in a careful and prudent manner and at a rate of speed posted or fixed by this section and at no time greater than is reasonable and proper under the conditions existing at the point of operating, taking into account traffic and road conditions, view, obstructions, and shall be consistent with all

conditions so as not to endanger the life, limb, or property or the rights of others entitled to the use thereof.

e. Operation of Vehicles within the AOA is not permitted under this contract unless approved in writing by the Engineer.

3. Parking

a. No parking is permitted on any Airport roadway as the primary purpose of the Airport roadways is for motor vehicle traffic.

b. No person shall park any motor vehicle, other equipment, or leave materials in the Airport, except in a neat and orderly manner and at such points as prescribed by the Contract Documents.

c. No person shall park any motor vehicle or other equipment or leave materials within 15 feet of any fire hydrant or standpipe.

d. Under no circumstances will vehicles or equipment be parked within 10 feet of the Airport Perimeter Security fence line.

e. Construction employee parking will be permitted in parking structure P2B on a no-fee basis. Parking structure P2B is located in the Central Terminal Area immediately north of the Central Utility Plant Replacement Project site. This parking structure is currently not open for public access. To use this area for Design Builder employee parking, the Design Builder must control ingress and egress at the entrance(s) and exit(s) to prevent unauthorized public access.

4. Vehicle Identification

a. All vehicular equipment operating within the airport property must display signs of commercial design on both sides of the vehicle which identify the vehicle as belonging to the Design Builder firm.

5. Load Limits

Design Builder shall comply with all regulatory load limits.

6. Other Vehicle Requirements

See Section 013543, *Environmental Requirements* of these Specifications, Environmental Mitigation, for other vehicle requirements that will apply to this project.

C. Requirements and Regulations Relating to Operators of Vehicles

1. All drivers operating vehicles on airport property must carry a valid United States driver's license on his person, appropriately endorsed for the type of equipment being operated.

2. The Design Builder shall promptly turn in all badges to LAWA Los Angeles Badging Office for employees who will no longer be working at the construction site. All Design Builder badges must be turned in at the end of construction. Charges apply to badging, fingerprinting, and the failure to return badges. All such charges shall be the Design Builder's sole responsibility.

3. Drivers designated to operate vehicles in the AOA shall receive special drivers training and be approved by the Airport before being allowed to operate within the AOA or be escorted by an approved escort. Drivers operating outside the AOA may operate vehicles without attending the special drivers training course.

D. Design Builder's Safety Personnel Requirements and Responsibilities

1. Design Builder's Safety Staffing Requirements:

a. One full-time Safety Manager with 10 years of verifiable heavy construction experience as a safety professional. The Safety Manager may have no other job duties, must be a Design Builder employee and cannot be a consultant.

b. One full-time Safety Superintendent with a minimum of 5 years of verifiable heavy construction experience as a safety professional for each shift (a shift, for this purpose, is considered at least 6 but no more than 8 consecutive work hours within a 24 hour period) worked. The Safety Superintendent may have no other job duties, must be a Design Builder employee and cannot be a consultant.

c. One full-time Safety Supervisor with a minimum of 3 years of verifiable safety experience. A Safety Supervisor can be utilized only for a short-term individual task work operation of less than 1 month (calendar days) in total duration and which is limited to a shift (at least 6 but no more that 8 consecutive work hours within a 24 hour period) and which is limited to a maximum total of 15 workers on the Project site at any given time. A Safety Supervisor may have no other job duties, must be familiar with the work operations and cannot be approved as a substitute for a Safety Superintendent requirement. A Safety Supervisor must be a Design Builder employee and cannot be a consultant.

d. An approved safety staff person must be present on the Project whenever any construction activities are being performed.

e. The approved safety staff will be supervised directly by Design Builder's Project Safety Manager and will have no other duties but Safety on the LAXDP Project.

f. The Safety Manager on the Project shall report directly to the Design Builder's Project Manager.

g. The Design Builder will submit the resumes of the proposed Safety Professionals to the Construction Manager for review and comment. A personal interview will be required for all proposed candidates.

h. The Design Builder will submit a Site Specific Safety Plan, an Illness and Injury Prevention Program (IIPP) and a Code of Safe Practices for the Project at the Pre-Construction Meeting. These documents will be submitted to the Construction Manager for review and comment.

i. Construction cannot start until the Design Builder's Site Specific Safety Plan, Illness and Injury Prevention Program, Code of Safe Practices and the Design Builder's Safety Personnel are accepted and physically on site.

j. The Design Builder will comply with the OCIP Safety Standards and the Airports Development Group Construction Safety Policy Guidelines.

k. All Subcontractor safety representatives report to the General Design Builder's Safety Manager and/or Safety Superintendent.

l. All Design Builder safety representatives will be fluent in and able to effectively read and write in the English language.

2. Safety Staffing Responsibilities:

a. LAXDP Program Safety Manager (PSM):

The Program Safety Manager is responsible for the Quality Assurance oversight of the Construction Safety Program on behalf of LAWA.

The PSM will participate in the following:

1) Review the Construction Safety Programs and procedure documents.
2) Participate as appropriate in meetings.
3) Monitor the Construction safety-related actions.
4) Assist the Construction Manager and field personnel on safety matters, as requested.

b. Construction Manager:

The Construction Manager is responsible for the day-to-day routine management of the LAWA Airports Development Group Construction Safety Policy guidelines and the OCIP requirements as applied to the LAX Development Program construction.

The Construction Manager will observe the Design Builder's application of the safety, accident prevention and loss control procedures for all activities and personnel working at the construction sites, including the LAWA personnel and/or LAWA Authorized Representative, Consultant, Sub-Design Builders, visitors, and equipment suppliers and vendors. The Construction Manager on the project has the responsibility to perform the following:

1) The Construction Manager is authorized to stop any construction activity or task which, in his judgment, constitutes an immediate or evolving situation of imminent danger.
2) The Construction Manager has the authority to require removal of any construction personnel from the site for cause.
3) Review applicable contract documents for safety related compliance and issues.
4) Review Design Builder's safety plans and programs, descriptions of the hazards peculiar to their work, Job Hazard Analysis (JHAs), and their proposed candidates for the Design Builder's Safety Manager Design Builder's Safety Superintendent and/or Safety Supervisor positions.
5) Lead and participate in meetings with bidders and Design Builders (such as preconstruction conferences) to outline and explain the Construction Safety Program. After the Pre-Construction meeting, lead a separate Safety Pre-construction meeting that will be attended by all the Project Managers, Superintendents and foreman assigned to the job site prior to construction start up.
6) Organize and conduct safety training as necessary. Act as a technical advisor for safety issues and perform necessary actions to see that safety programs and procedures are effectively enforced in the field.
7) See that Design Builder provides effective safety enforcement on the project.
8) Report directly, or assign another person to report, any unsafe working condition to the Design Builder.
9) Stop any construction activity which, in the Construction Manager's or his/her Inspector's judgment constitutes an immediate or evolving threat of imminent danger.
10) Take action to notify when unsafe working conditions are detected (i.e., lack of good housekeeping practice, use of equipment in obviously poor condition, failure to adhere to statutory construction regulations, etc.)
11) Promptly notify the Design Builder in writing of noncompliance with any of the safety requirements. This includes, but is not limited to, compliance with CAL OSHA, (Part 1910 and 1926 of the Code of Federal Regulations), FAA and

Airport and other laws, regulations as set forth in the LAWA Airport Development Group Construction Safety Policy Guidelines, as well as applicable safety standards as stated in this specification.

12) Maintain written documentation of communications with the Design Builder's Project Manager and Safety Manager and/or Safety Superintendent concerning safety related and loss control issues in the program document control files, to preclude any misunderstandings.
13) Receive and review copies of all required and requested safety related forms such as, but not limited to, the Design Builder's Daily Reports, equipment inspection and maintenance records, accident and incident reports and other forms as they apply. These reports are to be continually monitored to ensure that the Design Builder takes prompt action to correct all safety deficiencies.
14) Enforce the requirements of the contract.

c. Design Builder:

THE DESIGN BUILDER IS SOLEY RESPONSIBLE FOR ACCIDENT PREVENTION AND JOB SITE SAFETY. This responsibility can not be delegated to subcontractors, suppliers, LAWA, the Engineer, or other persons. In compliance with these provisions, the Design Builder shall perform the following:

1) Upon notification of the contract award, the Design Builder will prepare for submittal in writing at the pre-construction meeting a Design Builder's Site Specific Safety Plan, Illness and Injury Prevention Program (IIPP) and Code of Safe Practices in compliance with the LAWA Airports Development Group Construction Safety Policy Guidelines. The Design Builder's Site Specific Safety Plan, Illness and Injury Prevention Program and Code of Safe Practices must comply with the LAWA Airports Development Group Construction Safety Policy Guidelines requirements before the Construction Manager will accept the document. Any delay in submitting these required documents will not constitute grounds for a contract schedule extension or delay claim. In addition, no construction field work may begin until these documents and the Design Builder's Safety Personnel have been accepted and are physically on site.
2) Ensure all subcontractors, suppliers, etc. are informed of their obligations regarding safety.
3) Plan and execute all work to comply with the stated objectives and safety requirements contained in the contract provisions; federal, state and local laws and regulations; and industry standards. This includes, but is not limited to, compliance with Federal and CAL OSHA, (Part 1910 and 1926 of the Code of Federal Regulations, Title 8), FAA, Airport and other laws, rules, regulations, policies and procedures as set forth in the LAWA Airports Development Group Construction Safety Policy Guidelines as well as other laws, regulations and applicable safety standards as stated in this specification.
4) Appoint a Design Builder's Safety Manager and Safety Superintendent or Safety Supervisor, as required, to perform safety inspection and training services under the direction of the Design Builder's Project Manager. Approved Safety Personnel may not be removed from the Project by the Design Builder without written authorization from the Construction Manager.
5) Submit a resume of the experience and qualifications for the proposed Design Builder's Safety Manager and Safety Superintendent or Safety Supervisor to the Construction Manager for review and approval. A copy of

the resume will also be forwarded to the LAWA Airports Development Group Program Safety manager (PSM) at the same time the Safety Personnel are proposed. A personal interview will also be required for each proposed candidate. Only qualified personnel will be accepted as a Design Builder's Safety Manager, Safety Superintendent or Safety Supervisor.

6) Implement, maintain and document an orientation program for all project employees including Sub-Design Builders. This orientation is to be completed prior to any employee performing any work on the Project site and will include, at a minimum, a review of (a) hazards present in the area in which they will be working and (b) steps the employee can take to protect themselves including any personal protective equipment and apparel workers will be required to wear as specified in the Design Builder's Site Specific Safety Plan, Illness and Injury Prevention Program (IIPP), and Code of Safe Practices under OSHA or CAL OSHA and/or any contract documents. Documentation of topics discussed in outline form, name of person(s) presenting the topic(s), and original signatures of all attendees shall be maintained and copies shall be forwarded to the Construction Manager, as well as the LAWA Airports Development Group Program Safety Manager (PSM) within seven (7) calendar days of conducting any orientation program session.
7) Hold mandatory safety "toolbox" meetings at least once in each seven (7) day calendar period for all Design Builder and Subcontractor employees. Documentation of topics discussed, in outline form, name of person(s) presenting the topic(s), and original signatures of all attendees shall be maintained and copies forwarded to the Construction Manager as well as the LAWA Airports Development Group Program Safety Manager (PSM) within seven (7) calendar days of conducting any meeting
8) Prepare and submit, in writing, to the Construction Manager and the LAWA Airports Development Group Program Safety Manager (PSM), a Job Hazard Analysis (JHA) for all work tasks to be executed on the Project, utilizing OSHA and Cal OSHA requirements and guidelines. All JHAs are to be signed by the Design Builder's Safety Manager and Project Manager, prior to submittal. Original copies of all JHAs are to be retained on site, in files available for review upon request by LAWA and/or LAWA's Authorized Representatives, Consultants and the OCIP Insurance Representatives. JHAs must be submitted at least 48 hours in advance of commencing the referenced work. Any changes to the JHAs will require a resubmission of the updated JHA in accordance with the procedures as previously described.

d. Design Builder's Project Manager:

This person will ensure compliance with all provisions of the contract, including the LAWA ADG Construction Safety Policy Guidelines, OSHA, CAL OSHA, and other agency and industry safety requirements and standards. Additional safety related duties of the Project Manager include:

1) The review and direction of immediate action to correct all substandard safety conditions brought to their attention.
2) Compliance with the LAWA ADG Construction Safety Policy Guidelines and as they may be amended.
3) The Design Builder's Safety Manager will report directly to the Design Builder's Project Manager.
4) Being responsible for providing the Construction Safety Manager with

support in carrying out the duties and responsibilities of that position.

5) Taking an active part in all supervisory safety meetings, including the discussion of observed unsafe work practices or conditions, a review of the accident experience and corrective actions and encouragement of safety suggestions from employees.
6) Cooperation with LAWA and/or LAWA's Authorized Representatives, Consultants, and Safety Representatives.
7) Upon immediate receipt, providing the Construction Manager copies of all OSHA and CAL OSHA Citations. Implementation of mandatory job site safety "stand down" to direct corrective action on imminent danger injuries, "near misses" and serious violations.

e. Design Builder's Safety Manager (CSM) and Safety Superintendent (CSS):

The Design Builder's Safety Manager, Construction Safety Superintendent, or Safety Supervisor will perform daily safety inspections at least once per shift of all of the Design Builder's and sub-Design Builders work areas to eliminate unsafe acts and/or conditions. These inspections will be documented with copies being forwarded to the Construction Manager, as well as, the LAWA Airports Development Group Program Safety Manager (PSM) within seven (7) days of conducting the inspection. The Design Builder's Safety Manager, Construction Safety Superintendent or Safety Supervisor will see that all of the Project workers are made aware of steps to take in the event of an accident and the location of first aid facilities and first aid trained personnel. This position requires this person to perform the following:

1) Provide timely reports in writing of any observed unsafe conditions or practices, or violations of job security regarding safety issues; and take corrective actions.
2) Investigate all accidents, incidents and "near misses" and implement immediate corrective action.
3) Report all injuries and accidents, incidents and "near misses" in a timely manner in accordance with federal and state laws and regulations and Airport orders and regulations including the Airport's Development Group Construction Safety Policy Guidelines.
4) Provide all Job Foremen with appropriate training materials to conduct weekly "tool box" safety meetings, and take necessary actions to ensure the effectiveness of the meetings.
5) Assist in the preparation of all accident, incident and "near miss" investigation reports.
6) Implement safety training programs for all supervisors and Project workers applicable to their specific responsibilities.
7) Be responsible for the control, availability and use of necessary safety equipment, including personal protective equipment and apparel for Project workers.
8) Coordinate safety activities with LAWA and/or LAWA's Authorized Representatives, Consultants and the Insurers' safety representatives and take necessary steps to promptly implement safety recommendations.
9) Coordinate the public relations aspects of the Design Builder's safety plan with LAWA and/or LAWA's Authorized Representative.
10) Attend special safety meetings held or sponsored by LAWA and/or LAWA's Authorized Representative. The Design Builder's Safety Manager and Safety Superintendent or Safety Supervisor is required to participate in these

meetings.

11) See that adequate first-aid supplies are available at the work site and that personnel are qualified to administer first-aid as required in the LAWA Airport Development Group Construction Safety Policy Guidelines.
12) Retain knowledge of current availability of first aid and emergency treatment for injured employees.
13) See that all injured workers receive medical treatment if needed, including follow-up visits.

f. Job Superintendent and Subcontractor's Superintendent:

This person shall be required by the Design Builder to perform the following:

1) Plan and execute all work in compliance with the safety programs, policies, standards and guidelines referenced in the contract documents.
2) Take immediate action to correct unsafe practices or conditions when discovered or reported.
3) Provide and enforce at all times the use of required personal protective equipment.
4) Complete supervisory investigation reports on all accidents, incidents and "near misses" with the assistance of Design Builder's on site safety personnel.
5) Attend supervisory personnel safety meetings scheduled by the Design Builder.
6) Schedule and attend weekly "tool box" safety meetings to be held by Job Foremen for all employees.
7) Report immediately any observed unsafe conditions, hazardous practices or violations of job security to the Design Builder's Safety Manager, Safety Superintendent, or Safety Supervisor and the Design Builder's Project Manager.
8) Cooperate with LAWA and/or LAWA's Authorized Representative, Consultants and the Insurers' safety representatives. Assignment of these responsibilities by Design Builders to subcontractors shall not relieve Design Builders of their safety responsibilities to see that it is done.

g. Job Foreman:

The Design Builder's Job Foremen are an integral part of an effective safety program, and the amount of effort they put into accident prevention on their daily assignments determines whether or not a good accident record is established.

A Job Foreman's responsibilities include:

1) Instructing personnel under their supervision in safe work practices and work methods at the time the employees are given work assignments.
2) Seeing that his/her assigned staff have and use the proper protective equipment and suitable tools for the job.
3) Continuous monitoring to ensure that no unsafe practices or conditions are allowed to exist on the job sites.
4) Correcting or reporting immediately to the Job Superintendent any unsafe conditions, practices or violations of job security.
5) Performing a complete investigation of all accidents with Design Builder's Safety personnel and taking corrective actions to prevent a recurrence.

6) Setting a good example for personnel.
7) Holding weekly “tool box” safety meetings with work crews to (a) discuss any observed unsafe work practices or conditions, (b) to review the accident experience of the crew and discuss corrective action to prevent future accidents, and (c) to encourage safety suggestions from the employees and report their recommendations to the Design Builder’s Safety Manager (CSM), or Design Builder’s Safety Superintendent (CSS).
8) Seeing that prompt first-aid is administered to an injured employee.

E. Requirements for Orientation of Design Builder Personnel and Project Meetings

1. Air Operations Orientation:

a. After Award of the contract has been issued, but prior to the start of the construction, arrange with the Engineer to have all supervisory and job office personnel assigned to this project attend an "Air Operations Orientation." This orientation will be conducted by the Airport for discussion of the rules and regulations pertinent to this Contract. Attendees will include the Engineer, the Design Builder’s General Superintendent, Project Manager, Field Superintendents, Job Superintendents, and the Design Builder’s Safety personnel (CSM and CSS).
b. At least one first-line supervisor who has attended the orientation shall be present in the vicinity of the active runways and taxiways at all times when construction activities require men or equipment in these areas. The Design Builder and Engineer shall keep a record of the individuals who have attended the orientation. Design Builder employees who have not attended the Airport Operations Orientation will not be permitted to work within 250 feet of the centerline of the runways, taxiways or other areas of Aircraft Operations.

2. The Air Operations Orientation may be conducted as part of the pre-construction meeting and shall not be considered an educational course in Air Operations Safety, but a discussion of existing rules or regulations related to airport activities. The Design Builder shall be fully responsible and liable for the actions of his employees, subcontractors, agents, or representatives.

3. Safety and Security Meetings: An airport safety and security meeting will be conducted with the Design Builder’s staff after the award of the contract and prior to commencing construction and weekly thereafter. The Design Builder’s Safety Manager shall identify one individual as Safety Officer who will be responsible for conducting the meetings.

4. Site Specific Safety Plan Submittal

At the pre-construction meeting, the Design Builder will submit a Site Specific Safety Plan containing, at a minimum, the following:

a. Identification and 24-hour phone/pager contact for Safety Officer.
b. List of individuals who will be authorized escort drivers.
c. List of access gates, gate hours and names of gate guards.
d. Identification of individual(s) to be responsible for communication base for escort vehicles. This base radio will be the only one authorized to transmit to the LAWA Ops/Inspection. All escort vehicles must have receiving radios to monitor transmissions from the LAWA Ops/Inspection.

e. Description of methods to be employed to ensure that all active taxiway crossings will remain free of foreign object debris (FOD).

f. Description of methods to be employed to ensure that FAA Safety Area requirements are met relative to grade, surface smoothness, wheel load support, etc. in Runway and Taxiway Safety Areas.

g. Proposed notification and action procedures to be employed for each needed night runway closure.

h. A written Return-to-Work/Modified Work/Transitional Duty Program which covers project workers and is a condition of employment, unless specifically prohibited by the terms of a labor agreement. The program must contain a written policy for assigning alternate work or adjusting "regular" work for injured project workers who have sustained a job related injury or illness which results in a Workers' Compensation claim. The policy must identify how the Design Builder will facilitate work modifications and/or adjustments in order to comply with any medical restrictions that may be placed on the worker as part of their recognized medical treatment.

i. A written substance testing program which includes provisions for alcohol testing. Program must address testing procedures whenever an Accident or Safety Incident occurs as defined in this section. An Accident or Safety Incident is any incident which results in any injury which is treated at an off-site medical facility and/or incurs any equipment or property damage which is estimated in excess of $1,000.00 by LAWA or LAWA's Authorized Representatives. The Design Builder's Project Safety Personnel will be responsible for escorting and ensuring that all project workers who are involved in such incidents are tested in accordance with their policy within no more than 4 hours of the incident. Such testing is to be conducted by a laboratory that meets or exceeds the USDOT requirements and must include alcohol and drugs. The Design Builder will submit to the Construction Manager, on Design Builder Company letterhead, a Pass/Fail result for each person tested within 24 hours of the incident. Any worker who has a Fail result of the test will not be allowed to return to the Project or work on any project on LAWA property for a period of not less than 1year. Testing must also occur whenever reasonable suspicion exists. The reasonable suspicion incident must be documented by at least a Supervisor and a Design Builder Supervisor or Safety Personnel. The Construction Manager must be notified by the Design Builder Project Manager and Design Builder Safety Manager prior to any reasonable suspicion testing being conducted. The Design Builder's Project Safety Personnel will be responsible for escorting and ensuring that all project workers who are involved in such incidents are tested in accordance with their policy within no more than 4 hours of the incident. Such testing is to be conducted by a laboratory that meets or exceeds the USDOT requirements and must include alcohol and drugs. The Design Builder will submit to the Construction Manager, on Design Builder Company letterhead, a Pass/Fail result for each person tested within 24 hours of the incident. Any worker who has a Fail result of the test will not be allowed to return to the Project or work on any project on LAWA property for a period of not less than 1year. If any project worker refuses to be tested they will not be allowed to return to the Project or work on any project on LAWA property for a period of not less than 1year."

j. Other items as referenced in the contract documents or as deemed necessary.

1.3 SECURITY REQUIREMENTS

A. General Intent: It is intended that the Design Builder shall comply with all requirements of the Airport Security Plan (ASP) and with the security requirements specified herein.

B. While the predominance of the Contract is not anticipated to involve Airside Work, stipulations of working around LAX apply. Only the work associated with the CUP Controls Completion (identified as Item TA1 in the Price Proposal Form) work will require access to the sterile area of the Terminals. Design Builder personnel assigned to the CUP Controls Completion work must obtain LAWA issued security / identification badges from the LAX Security Badge Office, tel. 310-646-6508. Airside provisions are included should the need arise, and the Design Builder is given explicit approval in writing from LAWA to access the AOA area. Access to the AOA area is not authorized by anything within these documents. The Design Builder is expected to understand and comply with all Security provisions, whether these are directly applicable or not.

C. The Design Builder shall designate, and submit to LAWA or their designee in writing, the name of his Design Builder Security Officer (CSO). The CSO shall be accountable for the security requirements for the Design Builder.

D. The Design Builder's Security Officer (CSO) will be responsible for all security precautions. Prior to the commencement of the work, the CSO shall provide the Engineer an outline of a proposed security protection plan as described in this Section (i.e., challenging, ID checks, gate control and general site security) for all work contemplated under the contract.

E. Perimeter Fence Security

1. Design Builder shall not open gates or remove fencing without approval of the Engineer. Adequate precautions shall be taken to prevent entrance of unauthorized persons to Airport-restricted areas or inadvertent entry of dogs or large animals into the AOA.

2. Prior to securing work each evening, Design Builder shall ensure that all access gates which have been opened are closed and locked, and that perimeter fencing is restored to a condition that will maintain present security standards.

3. Ten Foot Rule: No Design Builder will be permitted to store materials, park equipment or erect permanent or semi-permanent structures within ten (10) feet of either side of the AOA perimeter security fence.

4. Use of Gates: The gates shown on the drawings shall be used for access to the worksites. Use of a gate for continuous access will require the gate be manned by a guard with a LAWA-issued identification badge, equipped with cell phones or radios, portable lights, and guard shack. The Design Builder shall schedule with the Engineer a minimum of 24 hours prior to requiring access through any AOA gates.

5. Use of Gate Guards: Gate guards shall be provided by the Design Builder. The Design Builder must provide three (3) guards per shift at each active gate.

6. Prior to removing or making holes in the Airport perimeter fencing, the Design Builder shall obtain permission and written approval from the Engineer, and take adequate precautions to prevent entry of unauthorized personnel or animals.

F. Other Safety/Security Requirements. See Section 013543, *Environmental Requirements*, for other requirements that may apply.

1.4 INTERRUPTIONS AND STOPPAGES OF THE WORK DUE TO AIRCRAFT OPERATIONS AND HAZARDOUS CONDITIONS

A. Work Stoppages

1. Construction may be stopped by the Engineer, any time he considers that the intent of the regulations regarding safety or Security Requirements is being violated or that a hazardous condition exists. This decision to suspend the operation will be final and will only be rescinded by the Engineer when satisfied that the Design Builder has taken action to correct the condition and prevent recurrence.

2. Frequent inspections will be made by the Engineer or his authorized representative during the critical phases of the work to ensure that the Design Builder is following the recommended safety procedures. The Inspector shall report any violations or potential safety hazards to the Engineer who will in turn advise the Design Builder of the concern for immediate correction by the Design Builder.

3. Construction may also be stopped or suspended by Airport Operations, through the Engineer, during periods of inclement weather, such as low visibility, or when it is necessary to provide an extra margin of safety to aircraft operations, or reduce other activities to keep the airport operational. See Section 6, *Prosecution, Progress, and Acceptance of the Work*.

B. Intermittent Construction Operations

1. When directed to cease construction and move from the area, the Design Builder shall immediately respond and move all material, equipment and personnel outside areas. Operations shall not be resumed until directed by the Engineer. Every reasonable effort will be made to cause minimum disturbance to the Design Builder's operations; however, no guarantee can be made as to the extent to which disturbance can be avoided.

C. Requirements and Regulations Affecting the Conduct of the Work

1. General

a. Requirements to Begin Work: Before starting work, the Design Builder shall provide, and have available, all flags, signs, barricades, lights, electrical generators, and other equipment and materials as may be required for the protection of air traffic, vehicular and pedestrian traffic and the construction work. All personnel shall have the proper LAWA-issued identification badges and have received the required training and instruction.
b. No burning is permitted on Airport property.
c. Smoking by personnel is prohibited on the AOA.
d. Construction Activity and Aircraft Movements:
Prior to the start of the construction activities affecting aircraft movement areas, the safety requirements relating thereto will be coordinated by the Engineer between the Airport Operations, air carriers, fixed base operators, other users and appropriate representatives of the FAA. This coordination will be based on the Design Builder’s approved construction schedule with the primary purpose of compliance with the contract document requirements.

2. Debris

a. Debris Control: When Airport roadways and public highways are used in connection with construction under this contract, the Design Builder shall remove all debris from the surfaces of such roadways. Trucks and equipment shall have all accumulated dirt, mud, rocks and debris removed before accessing the AOA, and when leaving the work area. Loads shall have 6 inches of freeboard and secured to prohibit loss of material. If spillage occurs, such roadways shall be swept clean immediately after such spillage to allow for safe operation of vehicles as determined by the Engineer. If the Design Builder is negligent in cleanup and LAX forces are required to perform the work, the expense of said cleanup shall be paid by the Design Builder.
b. No loose material or waste (FOD), capable of causing damage to aircraft or capable of being ingested into jet engines may be left in the working area on or next to runways, taxiways, ramps, or aprons. The Design Builder shall direct special attention to all areas which are operational to aircraft during construction. These shall be kept clean and clear of all materials or debris at all time. Any food waste shall be promptly cleared to prevent attracting birds and animals.

3. Existing Pavements and Facilities

The Design Builder shall preserve and/or protect existing and new pavements and other facilities from damage due to construction operations. Existing pavements, facilities, utilities, or equipment which are damaged shall be replaced or reconstructed to original strength and appearance at the Design Builder's expense. The Design Builder shall take immediate action to replace any damaged facilities and equipment and reconstruct any damaged area which is to remain in service.

Any distress appearing within and/or jeopardizing any public right-of-way due to the construction should immediately be notified to the Engineer and be repaired by the Design Builder at the Design Builder’s expense to the satisfaction of the Engineer.

4. Storage Areas

a. The Design Builder Staging Area, as depicted on the plans, shall be used to store all idle equipment, supplies and construction materials. Storage shall not interfere with operational areas.
b. When not in use during working hours, and at all other times, all material and equipment shall be stored at the storage site indicated on the drawings unless prior approval is provided by the Engineer.
c. The Design Builder shall not store materials or equipment in areas in which the equipment or materials will affect the operation of FAA electronic equipment.
d. All equipment storage and movement shall have prior written approval of the Engineer.
e. No materials may be stored on the Aircraft Operating Area (AOA) unless authorized by the Engineer.
f. Design Builder's vehicles, equipment and materials shall be stored in areas designated on the drawings. Upon completion of the work, the storage areas shall be cleaned up and returned to their original condition to the satisfaction of the Engineer. Design Builder shall document the existing condition of all facilities and storage areas in accordance with Section 013233 prior to commencing any construction activities or the staging of any equipment.
g. During all non-working hours, equipment shall be parked in the Design Builder's Staging area designated on the drawings with the restrictions listed thereon. Parking

of construction workers' private vehicles shall not be allowed within storage areas located on the AOA.

h. The Staging area used to store all bulk materials needed for the project must be fenced at the Design Builder's expense. However, barricades with yellow flashing lights shall be installed where potential conflicts with aircraft or ground vehicular traffic exists. Stockpiles shall not penetrate the FAR Part 77 imaginary surfaces or present FOD problems.

1.5 OBSTRUCTIONS TO NAVIGATION

A. Penetrations of the imaginary surfaces defined in FAR Part 77 shall not be permitted without advance notification of, and approval by, the Engineer. It will be necessary for the Design Builders to file FAA Form 7460-1 with the FAA to obtain approval prior for operation of equipment 15 feet or more in height, including but not limited to vehicles, cranes, or other construction equipment, structures, stockpiled materials, excavated earth, etc. It shall be the Design Builder's sole responsibility to file this document. Allow at least 45 days for FAA and review and approval prior to expected use of such equipment.

B. When penetrations more that 15 feet above ground level (AGL) are unavoidable, they shall be brought to the attention of the Engineer, as far in advance as possible to allow NOTAMS to be prepared and distributed to appropriate FAA divisions for publication and dissemination. Design Builder shall comply with the provisions of AC 70/7460-1, latest edition, in the marking and lighting of obstacles. The Design Builder shall allow at least 45 days for FAA review and approval. No delays will be granted the Design Builder for his failure to submit the necessary documents in a timely manner.

C. Appropriate sketches shall be prepared by the Design Builder with precise locations shown on the Airport Layout Plan, Height Restriction Plan, or other similar drawing, along with elevations depicting the obstructing object's relationship to the imaginary surfaces.

1.6 DAILY INSPECTIONS

A. The Engineer will conduct a daily inspection of each construction site before workers leave for the day to ensure that areas surrounding the sites are safe. Inspector(s) will be watchful for loose polyethylene and other light materials capable of being blown by wind, unlighted construction and obstruction lights, vehicles and equipment left outside construction areas, construction areas left unlocked, access gates left open, weak partitions or fences, etc. All discrepancies shall be corrected before workers depart from the work site.

The time restrictions for all work shifts, including the nightly work shifts, are totally inclusive of the Design Builder moving onto the site, performing work activities, performing all clean-up, having the work area, pavements, and haul routes inspected and approved by the inspector(s) and moving off the site. The Design Builder shall provide adequate lighting for the needs of the inspection personnel.

Any area that does not pass inspection must remain closed until such time cleanup is performed and approved.

1.7 EMERGENCY PROCEDURES

A. The Design Builder shall familiarize himself with airport emergency procedures and shall conduct his operation so as not to conflict with such events. Clear routes for Airport Rescue and Fire Fighting (ARFF) equipment shall be maintained in operational condition at all times.

B. In case of an emergency caused by an accident, fire, or personal injury or illness, Airport Police are to be immediately notified. Police will coordinate with other emergency agencies as necessary. The Design Builder shall also notify the Engineer and Operations so that any coordination or closures that may be required can be addressed immediately.

1.8 ADMINISTRATIVE REQUIREMENTS

A. Applicability: The provisions of this section shall apply to the Prime Design Builder, subcontractors at all tiers, suppliers and all others which may have access to the airport by way of the Design Builder's activities.

B. Exclusion from Claims: Impacts caused by failure of the Prime Design Builder, subcontractors at all tiers, and all others to comply, implement and maintain the provisions of this section shall not be cause for a claim of delay or increased cost to LAWA.

1.9 MARKING OF EQUIPMENT/RESTRICTIONS ON CRANES

A. Each vehicle or piece of equipment anywhere on the Airport that extends higher than 15 feet above ground shall be equipped with a flag mounted firmly on the highest part of the equipment, and shall be obstruction lighted per the current edition of FAA Advisory Circular 70/7460-1 when the visibility is less than three (3) miles. Federal Aviation Regulation Part 77, states that no permanent or temporary structure can exceed an imaginary surface which begins 500 feet laterally from the runway centerline, and extends outward and upward at a 7:1 ratio. In addition, the crane must be obstruction lighted per Advisory Circular 70/7460-1 whenever visibility is less than three (3) miles and it must be lowered at the end of the day. Flags should be rectangular in shape with stiffeners to keep them from dropping in calm wind. This flag shall be not less than 3 feet square consisting of five 1-foot squares of international orange color and four 1-foot squares of white color.

Depending on the location of the construction site, there may be severe restrictions on the use of equipment that extends skyward, such as cranes and concrete pumping booms. Some of these restrictions include limitations on the height cranes can be extended during times of reduced visibility, e.g., cranes may not be raised unless visibility is 2 to 3 miles or greater. Contact the LAWA Engineering Bureau for further information, prior to submitting a bid, if cranes or other vertically extendable equipment will be used on the project.

If cranes or other equipment exceeding 15 feet in height are to be used, the Design Builder will be required to submit for approval the FAA's application Form 7460-1 to:

Federal Aviation Administration
Attention: Airports Division, AWP-600
P.O. Box 9207
Los Angeles, CA 90009

1.10 CONSTRUCTION HEALTH & SAFETY PLAN (REQUIRED)

A. General

In compliance with the Los Angeles World Airports –Sustainable Airport Planning, Design and Construction Guidelines that can be found in Volume 6 or at:

http://www.lawa.org/uploadedFiles/LAWA/pdf/Sustainable%20Airport%20PDC%20Guidelines%20Jan08.pdf, the following is in reference to Section CN 13-HS-1, Construction Health & Safety Plan (Required): Provide the Construction Manager with project-specific health and safety management, hazard awareness, hazard prevention techniques, and a healthy and safe atmosphere.

B. Submittals

1. Compliance with this section will require submittal of various plans and reports throughout the duration of the project. These submittals include, but are not limited to:

   a. Project specific Health and Safety Plan (HASP) for review by the LAWA Project Manager and Back to Work Policy.
   b. Upon completion of construction activities, all weekly safety reports, documenting Accidents and identifying hazards encountered during construction work. Include a final tally of accidents for the entire project.
   c. Narrative describing processes, successes and lessons learned.

1.11 AVAILABILITY OF QUALITY HEALTHCARE

A. General

In compliance with the Los Angeles World Airports – Sustainable Airport Planning, Design and Construction Guidelines that can be found in Volume 6 or at: http://www.lawa.org/uploadedFiles/LAWA/pdf/Sustainable%20Airport%20PDC%20Guidelines%20Jan08.pdf, the following is in reference to Section PD 17-SR-7, Availability of Quality Healthcare: Develop guidelines such that adequate healthcare is available to project personnel as well as the surrounding community during the project.

B. Submittals

Compliance with this section will require submittal of various plans and reports throughout the duration of the project. These submittals include, but are not limited to:

   a. Site Health and Safety Plans which should be reviewed and agreed to by all personnel including Design Builders and subs.
   b. Medical certification and training records.
   c. Documentation of the treatment for all incidents and injuries.
   d. Plans for providing temporary health care facilities to the surrounding community if it appears that the proposed project will affect their existing access.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 013523

SECTION 013543 - ENVIRONMENTAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Project Criteria, drawings, and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

B. This section covers environmental protection and mitigation requirements to be considered during design document development and implemented during construction, and throughout the life of the contract, to avoid or reduce potential environmental impacts of the project. This item consists of traffic mitigation measures, air quality construction related measures, restrictions on stockpile location and maintenance, construction material recycling, contaminated materials, noise mitigations, and other miscellaneous items, as included hereafter.

The Design Builder shall implement and comply with these requirements and standards in performing the work of this contract. The Contract Sum shall include full compensation for implementing and complying with the requirements of this Section.

Compliance with this Section does not exempt the Design Builder from compliance with other applicable permits, approvals requirements, rules and regulations of other agencies with jurisdiction over the work of this concept.

The Design Builder shall designate a Design Builder Environmental Compliance Officer (CECO) to ensure the implementation of all components of the construction-related environmental requirements through management direction, compliance monitoring, direct inspections, maintenance of records, and investigations of complaints. The CECO shall represent the Design Builder.

Specific documents referenced in this section are available for review at the Engineer's Office.

1.2 SUBMITTALS

A. Compliance with the various requirements of this section will require submittal of various plans and reports throughout the duration of the project. These include, but are not limited to:

1. Designate Design Builder Environmental Compliance Officer (CECO) prior to Notice to Proceed.
2. Submit Construction Traffic Management Plan (CTMP) no later than 60 days prior to commencement of construction.
3. Submit Construction Noise Control Plan (CNCP) no later than 60 days prior to commencement of construction.
4. Submit a Fugitive Dust Control Plan (FDCP) no later than 60 days prior to commencement of construction.
5. Submit a Diesel Emissions Control Plan (DECP): a listing of all on-road and off-road diesel powered vehicles and equipment proposed for use on the project, including vehicle and equipment specifications, diesel engine specifications, associated Best Available Control Technology (BACT) documentation and California Air Resources Board (CARB) or South Coast Air Quality Management District (SCAQMD) operating permits, or exemption request, a minimum of 7 days prior to on-site mobilization.

6. Submit Orientation Meeting Agenda and sign-in sheet no later than 3 days after each meeting.
7. Submit Daily Log of Fugitive Dust Mitigation Measures (FDMM) once each month, upon commencement of construction.
8. Submit Construction Lane Closure Notice (CLCN) no later than 72 hours in advance of closure.
9. Submit CARB Vehicle Idling Rule compliance policy and procedures.
10. Submit daily log of Air Quality Forecast Monitoring (AQFM) once each month, upon commencement of construction.
11. Submit Low NOx Voluntary Software Upgrade Program documentation.
12. Submit Emission Control Device Non-tamper Policy (ECDNP) at mobilization.
13. Submit monthly summary status reports on all requirements of this section.
14. Submit a Design Builder Recycling Plan (CRP) no later than 60 days prior to commencement of construction.

1.3 TRAFFIC COMMITMENTS AND MITIGATION MEASURES

A. In accordance with the LAX Master Plan Mitigation Measure Reporting Program, the Design Builder shall comply with the following traffic requirements:

1. Construction Delivery Permits: All construction requiring lane closures shall receive prior approval from the Engineer. No lanes will be closed that are not in the approved Traffic Management Plan as prepared by the Design Builder in accordance with Section 015527. Construction Notification of deliveries requiring lane closures shall be made in writing (a minimum of 72 hours in advance) in order to allow for review of approved Traffic Management Plans, as prepared by the Design Builder's Designer. The Design Builder shall obtain delivery permits from all applicable local agencies 30 days prior to any delivery requiring a lane closure.

2. Designated Truck Delivery Hours: All Design Builder truck deliveries of bulk materials such as aggregate, bulk cement, dirt, etc. to the project site, and hauling of material from the project site, shall be scheduled during off peak hours to avoid the peak commuter traffic periods on designated haul routes. Peak commuter traffic periods are between 7:00 a.m. to 9:00 a.m. and 4:30 p.m. to 6:30 p.m. Any and all deviations to this requirement shall be approved in writing by the Engineer prior to actual site deliveries. No staging of construction traffic in residential areas will be allowed. Should traffic staging areas be required, the Design Builder shall locate these areas away from residential development and shall comply with all local regulations.

3. Construction Employee Shift Hours: Design Builder shall establish work hours such that Construction Employee Shift start times avoid peak commuter traffic periods as defined herein. Avoidance with peak commuter traffic shall be extended to include weekend and, when applicable, multiple work shifts.

4. Designated Haul Routes: The Design Builder shall use the designated haul routes, as shown in the contract plans, for all construction traffic, deliveries, and employee travel. Haul routes are located away from residential or other noise sensitive areas.

5. Maintenance of Haul Routes: The Design Builder shall be responsible for maintenance of haul routes on off-airport roadways as shown on the Plans. The haul routes shall be

maintained periodically and shall comply with City of Los Angeles or other appropriate jurisdictional requirements for maintenance.

6. Construction Traffic Management Plan.

   a. The Design Builder shall submit, no later than 60 days prior to commencement of construction, a Construction Traffic Management Plan (CTMP) which shall include a description of how the Design Builder will manage all construction related traffic. The intent of the CTMP is for the 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 and shuttle system operations. The CTMP will require approval of the Engineer prior to implementation and compliance will be monitored throughout the contract.
   b. The 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.

7. Construction Employee Parking Locations

   a. The Design Builder's designated employee parking shall be on the airport, in parking Structure P2B as shown in the Plans. If there becomes a need for the Design Builder to require off-site employee parking, the Design Builder shall provide shuttle buses to transport employees to the construction areas. The shuttle buses shall operate from the designated employee parking area to the work site. Shuttle buses shall comply with all applicable CARB, SCAQMD rules and regulations, and LAWA's Alternative Fuel Policy. No employee parking, other than for the Design Builder's management staff and visitors, shall be provided at the construction staging area. The Design Builder shall ensure that all employees, including those of subcontractors and suppliers at all tiers, park in the designated parking locations and not on city streets, or in nearby neighborhoods. A complete description of this operation shall be included within the CTMP provided by the Design Builder.

8. Designated Truck Routes (ST-22)

   a. Except as otherwise expressly permitted in writing by the Engineer, truck deliveries for dirt, aggregate, and all other materials and equipment, shall only be on designated routes (freeways and non-residential streets).
   b. Designated traffic routes are limited to:
      1) Century Boulevard (World Way to Sepulveda Boulevard);
      2) Sepulveda Boulevard (Century Boulevard to Imperial Highway and I-105)
      3) Imperial Highway (Pershing Drive to I-405);
      4) La Cienega Boulevard (I-405 Ramps north of Imperial Highway to Imperial Highway);
      5) I-405; and

6) I-105.

9. Construction Personnel Airport Orientation

The Design Builder shall ensure that all construction personnel attend a pre-construction orientation meeting to be conducted by the Design Builder wherein personnel are advised on topics including: where to park, where staging areas are located, construction policies and the environmental mitigation requirements herein. A copy of the Orientation Meeting Agenda and personnel sign-in sheet shall be submitted to the Engineer after each orientation meeting.

10. Refer to Division 01 Section "Maintenance and Protection of Traffic and Airport Operations" for additional traffic stipulations.

1.4 STOCKPILE LOCATIONS, RECYCLING, AND WASTE

A. General: The Design Builder shall submit a Design Builder Recycling Plan (CRP) no later than 60 days prior to commencement of construction for approval by the Engineer. The CRP shall describe what materials will be recycled and how the recycling will be implemented. The CRP shall be approved by the Engineer prior to start of construction or demolition.

B. Stockpile Locations and Maintenance

1. Stockpile locations shall be confined to the areas shown on the plans (Design Builder laydown area). Stockpile locations/laydown areas shall be accessed by construction vehicles with minimal disruption to adjacent streets.

2. The 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 irrigation systems, proprietary non-toxic crusting agents, anchored geotextile fabric or tarps, erosion control fabric, seeding, or other methods approved by the Engineer. The method employed shall be appropriate for the expected duration of, and the material in, the stockpile. Throughout the duration of project, the Design Builder will be required to maintain the dust control seal to meet the requirements of this section. The Design Builder shall submit the proposed method of sealing to the Engineer for approval prior to its use. All costs of sealing, and maintaining, stockpile seals are considered incidental to the Environmental Mitigation pay item, and no additional payment will be made.

3. In addition, the Design Builder shall use operational controls to reduce the dust potential of stockpiles. 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. Use stone ladders, telescopic chutes, stacker conveyors of 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.
e. Minimize vehicle traffic, and vehicle speeds, in and around stockpiles.
f. Add or remove material from the downwind portion of the storage pile.
g. Avoid steep sides or faces on stockpiles.

4. See Paragraph 1.5B for other stockpile dust control requirements.

C. Requirements for the Use of Recycled Materials during Construction: Design Builder is encouraged to review these specifications for acceptability of recycled materials in the construction of the Work. See Sections 017419 and other Specifications for waste recycling requirements and opportunities.

1.5 AIR QUALITY

A. Construction-Related Measures: 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 ultra low sulfur diesel fuel and best available certified or verified diesel emission control systems, as defined below. The Design Builder shall use CARB certified alternative fuel or low emission vehicles where commercially available and to the maximum extent practicable.

The Design Builder shall prepare and submit to the Engineer for approval, no later than 7 days prior to mobilization, a Diesel Emissions Control Plan (DECP) and a list of all equipment to be used, including Sub-Design Builders' equipment, necessary to complete the Work. Said list shall include at a minimum equipment type, engine model, displacement, horsepower rating, model year, and engine family designation. The equipment list shall be updated monthly and submitted to the Engineer. The Design Builder shall ensure that equipment is in proper working order, and regularly maintained as to minimize harmful emissions. In addition, Design Builder shall ensure that all vehicles and equipment conform to SCAQMD Rule 401 as it pertains to exhaust opacity.

All diesel equipment used for construction shall be outfitted with Best Available Control Technology (BACT) devices certified or verified by the California Air Resources Board (CARB – see: www.arb.ca.gov). These devices shall primarily reduce diesel emissions of Particulate Matter (PM), including fine PM and secondarily, reduce NOx emissions. This requirement shall apply to diesel powered off-road equipment (such as construction machinery), on-road equipment (such as trucks) and stationary diesel engines (such as generators). The BACT device shall be approved by CARB as specified on the website. A copy of each unit's verified/certified BACT documentation, and each unit's CARB or SCAQMD operating permit, shall be provided at the time of mobilization of each applicable unit of equipment. This requirement applies to diesel equipment owned and/or operated by the Prime Design Builders and Sub-Design Builders, including leased and rental equipment.

An exemption to the above may be warranted for a piece of construction-related diesel equipment for which the operator provides a written finding, based upon appropriate market research and approved by the Engineer, that the best available emission control device for reducing the emissions of pollutants is unavailable for that equipment. In such case, the Design Builder shall use other technology for reducing the emission of pollutants, if any, is available and appropriate for that vehicle, and as deemed appropriate by the Engineer.

Heavy duty and medium-heavy duty vehicles equipment for the Work that are subject to the Low NOx Voluntary Software Upgrade Program shall have the low NOx Rebuild Software installed. Subject vehicles are model year 1993-1999 with electronically controlled diesel engines manufactured by Caterpillar, Cummins, Detroit Diesel, International, Mack/Renault and Volvo. Documentation of this software upgrade shall be submitted at time of mobilization or before vehicles are utilized.

Under no circumstances shall an emission reduction device or strategy used on the construction site increase the emission of any criteria or air toxic pollutant above that which is the standard for that engine.

B. Fugitive Dust Source Controls: The Design Builder shall prepare and submit to the Engineer for approval a Fugitive Dust Control Plan no later than 60 days prior to commencement of construction. The Fugitive Dust Control Plan shall describe the equipment, the schedule and best practices that will be utilized to control fugitive dust during this Contract. The plan shall address dust control methods to be employed during high wind conditions, and during time periods that the work may be closed down but when fugitive dust control is still required. The Design Builder shall comply with SCAQMD Rule 403.

The Design Builder shall apply non-toxic soil stabilizer to graded and exposed areas in active and inactive construction areas (i.e., areas with disturbed soil) and other sources of dust.

Following the addition of materials to, or removal of materials from the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing non-toxic soil stabilizers or other methods approved by the Engineer. The Design Builder shall apply non-toxic soil stabilizers to inactive storage piles of dirt which have been inactive for 10 or more days, and shall reapply the materials as frequently as necessary to prevent fugitive dust throughout the duration of the project.

The Design Builder shall use dust suppressants, in combination with watering to create a crust over disturbed surfaces to prevent fugitive dust. Any area that cannot be stabilized, as evidenced through wind-driven fugitive dust, must then have water applied twice daily (at a minimum) to at least 70-80 percent of the inactive area. This dust control measure applies at all times, including workdays, weekends, and holidays.

The Design Builder shall provide proper construction and maintenance of dirt haul routes. Haul roads shall be constructed of PMB, or as otherwise indicated on the plans. Utilize best practices for dirt road building: Use of well graded aggregate having adequate cohesive binder (fines); Retention of the crown to provide adequate drainage; Proper compaction of the wearing surface following the addition of aggregate and grading. The Design Builder shall use non-potable water as the preferred method for dust control on dirt haul roads.

The Design Builder shall post a publicly visible sign with the telephone numbers and person's name (to be provided by the Engineer) to contact regarding dust complaints. The Design Builder shall respond and take corrective action within 24 hours and as directed by the Engineer. The Design Builder shall demonstrate to the satisfaction of the Engineer that all ground surfaces are covered or treated sufficiently to minimize fugitive dust emissions.

The Design Builder shall comply with California Vehicle Code 23114 which states in part that "A vehicle may not be driven or moved on any highway unless the vehicle is so constructed, covered, or loaded as to prevent any of its contents or load other than clear water… from dropping, sifting, leaking, blowing, spilling, or otherwise escaping from the vehicle."

The Design Builder shall comply with vehicle speed limits of 15 miles per hour while traveling on unpaved construction sites and maintain at least 6 inches of freeboard on haul vehicles.

The Design Builder shall submit to the Engineer 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.

C. On-Road Mobile Source Controls: To the maximum extent feasible, the Design Builder shall require construction employees to commute during off-peak hours.

The Design Builder shall make available on-site lunch trucks during construction to minimize off-site worker vehicle trips.

D. Non-Road Mobile Source Controls

1. The Design Builder shall prohibit staging or parking of construction vehicles (including workers' vehicles) on streets adjacent to schools, daycare centers, and hospitals.

2. The Design Builder shall prohibit construction diesel vehicles or equipment from idling in excess of the idling restrictions as defined in CARB Vehicle Idling Rule1. The 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 in the CARB rule or as approved by the Engineer.
3. The 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 30 days of Notice to Proceed to the Engineer for approval.
4. Whenever possible, the Design Builder shall utilize on-site rock crushing facilities during construction to reuse rock/concrete and minimize off-site truck haul trips.

E. Stationary Point Source Controls

1. The Design Builder shall specify a combination of electricity from power poles and portable diesel- or gasoline-fueled generators using exhaust emission controls.
2. The Design Builder shall obtain approval of the Engineer 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.
3. In accordance with SCAQMD Rule 431.2, all diesel construction equipment shall use only Ultra Sulfur Diesel fuel (15 ppm or lower).
4. No emission control device shall increase the emission of any criteria or air toxic pollutant above that which is the standard for that engine.

F. Mobile and Stationary Source Controls

1. The Design Builder shall suspend use of all construction equipment during a second-stage smog alert in the immediate vicinity of the project.
2. The Design Builder shall utilize construction equipment having the minimum practical engine size (i.e., lowest appropriate horsepower rating for intended job).
3. The Design Builder shall require that all construction equipment be properly maintained in accordance with manufacturers' specifications and schedules. All maintenance and repair records shall be made available upon request by the Engineer.
4. The Design Builder shall prohibit tampering with construction equipment to increase horsepower or to defeat emission control devices and shall have policies and procedures in place to prohibit such tampering. A copy of the Emission Control Device Non-Tamper (ECDNT) policy shall be submitted to the Engineer at time of mobilization.

1.6 BIOTIC RESOURCES

A. Design Builder is advised that certain areas within the confines of LAX property have been deemed environmentally sensitive. Design Builder should request clarification from LAWA on the location of these areas. Design Builder shall avoid these areas at all times and shall exercise caution when grading, if any, is being conducted within the vicinity of these areas. Construction shall delineate by flagging of all active nests for loggerhead shrike and a 300 feet wide buffer area will be designated around the sensitive areas by the Engineer. Should work occur within 500 feet of the environmentally sensitive area, a biological monitor, or an environmental monitor as designated by the Engineer, shall be present to ensure that the buffer area is not infringed upon during the active nesting season, March 15 to August 15. In addition, any Design Builder clearing of vegetation within the designated 300 feet buffer shall be undertaken after August 15 and before March 15.

1.7 FIRE AND POLICE

A. The Design Builder shall coordinate with the Engineer to ensure that emergency access points for off-airport Los Angeles Fire Department and Police personnel and apparatus are maintained and strategically located to support timely response at all times.

1.8 LAND USE AND NOISE

A. Noise Control Devices

The Design Builder shall prepare for submittal and approval to the Engineer a project Construction Noise Control Plan (CNCP) no later than 60 days prior to commencement of construction. The CNCP shall describe how the Design Builder will manage construction related noise to comply with noise provisions of the City of Los Angeles Municipal Code (Chapter XI Article 1 and Section 41.40) and the requirements of this Contract. The intent of the CNCP is to control noise impacts to Noise Sensitive Areas as defined in Section 11-8.2. The CNCP shall meet all requirements of the US Department of Transportation, FHWA Bulletin- Highway Construction Noise “Measurement, Prediction, and Mitigation” and the City of Los Angeles 2006 CEQA Thresholds Guide.

Possible noise control measures to be proposed may include, but shall not be limited to, devices such as equipment mufflers, enclosures, and barriers on all construction equipment to reduce noise impacts. Natural and artificial barriers such as existing dirt berms, ground elevation changes, solid fencing, and existing buildings can be utilized, where appropriate, to shield construction noise.

Possible noise control measures to be proposed may include, but shall not be limited to, devices such as equipment mufflers, enclosures, and barriers on all construction equipment to reduce noise impacts. Natural and artificial barriers such as existing dirt berms, ground elevation changes, solid fencing, and existing buildings can be utilized, where appropriate, to shield construction noise.

Construction equipment not complying with the requirements of the CNCP shall be replaced with compliant equipment except where specifically approved by the Engineer. The Design Builder shall remedy environmental malfunctions within 24 hours of discovery of such or the equipment shall be removed from the site.

This requirement shall not relieve the Design Builder from the responsibility for complying with local ordinances regulating noise level should they be more stringent.

All construction equipment with stationary internal combustion engines, but without enclosures, (such as pumps and generators) that are operated during noise sensitive times of day as defined in Paragraph 1.8B and operated within 600' of a noise sensitive area shall have barriers provided to mitigate noise. Alternately, the Design Builder shall implement other noise mitigation measures as approved by the Engineer.

The Design Builder shall utilize rubber-tired or rubber-tracked equipment, if feasible, as determined by the Engineer for the type of work being performed. The Design Builder shall document the use of all tracked equipment and why a rubber tired unit would not suffice.

At no time shall any truck equipped with an "engine brake" utilize the engine brake while on site or on designated routes.

Construction equipment noise control devices shall be property installed, maintained and utilized by the Design Builder.

B. Noise Sensitive Areas and Times

Noise-sensitive areas are defined as residences, apartments, hotels, schools, day care centers, places of worship, and hospitals. **Noise sensitive times are defined as 9:00 pm to 7:00 am Monday to Friday; 6:00 pm to 8:00 am Saturday; and anytime on Sunday and Holidays**.

C. Equipment Replacement

The Design Builder shall replace equipment not complying with the requirements of the CNCP with compliant equipment, except where specifically approved by the Engineer. The Design Builder shall remedy non-compliant equipment within 24 hours or the equipment shall be removed from the project site.

D. Construction Scheduling

To the maximum extent possible, the Design Builder shall schedule the timing and sequence of the noisiest on-site construction activities to avoid sensitive times as specified. Sensitive times are defined in paragraph 1.8B.

1.9 ENVIRONMENTAL JUSTICE

A. A minimum of two members of the Design Builder's management team shall attend a sensitivity education program for not more than four hours to learn of the concerns and needs of local business community along with MBE/DBE Design Builders. The program will be coordinated by the Engineer.

1.10 ARCHAEOLOGICAL/PALEONTOLOGICAL FINDINGS

A. The following Program Plans will be available for review as reference documents in the Engineer's office:

LAX Master Plan Mitigation Monitoring & Reporting Program

- Archeological Treatment Plan for the LAX Master Plan, June, 2005
- Paleontological Management Treatment Plan for the LAX Master Plan, June, 2005

The Design Builder and key personnel shall be required to attend a training session in order to be able to identify potential archeological and paleontological resources and Area of Potential Effects (APE). The training session will be provided at the jobsite and administered by LAWA. The training session is expected to take approximately 2 hours.

Periodic sampling for archaeological and paleontological discoveries will take place by LAWA at grading and excavation areas/sites. The Design Builder shall make grading and excavation sites available, as directed by the Engineer, in order for these samples to be collected.

If the Design Builder's excavating operations encounter artifacts of historical, archaeological, or paleontological significance, the operations shall be temporarily discontinued and the Design Builder shall cordon off the affected areas and continue working in other areas of the project. At the direction of the Engineer, the Design Builder shall excavate the site in such a manner as to preserve the artifacts encountered and to allow for their removal. Such excavation shall be paid for as extra work.

If human remains are found, all grading and excavation activities in the vicinity shall be temporarily discontinued. The Design Builder shall relocate all construction activities in the vicinity of the discovery to an area at least 100' away. The Design Builder shall immediately contact the Engineer.

1.11 PROCEDURE FOR THE MANAGEMENT OF CONTAMINATED MATERIALS ENCOUNTERED DURING CONSTRUCTION

A. General: The following document will be available for review as reference documents in the Engineer's office.

-LAX Master Plan Mitigation Monitoring & Reporting Program, Procedure for the Management of Contaminated Materials Encountered During Construction, December 2005 Final Draft

Design Builders shall plan for emergency scenarios including chemical and biological hazards, fires, spills and other dangerous situations in order to take decisive action when such emergencies occur.

Trained personnel shall be present on-site to initiate spill response and to contact the proper regulatory agencies. The citation and qualifications of such personnel must be included in the Design Builder's Health and Safety Plan.

In the case of any spill or discovery of unknown contamination, especially when odors or fumes are detected from such onsite material, the Design Builder shall contact the **LAX Fire Department (LAFD) at (310) 646-5000**. For active fuel release, stopping the spill at the source shall be a priority.

LAWA maintains an approved list of hazardous waste service vendors that include transporters and Transportation Storage and Disposal Facilities. The Design Builder shall obtain and maintain a current list of such approved vendors.

Design Builder may not introduce chemicals to an LAX site without prior approval from the Engineer. In case of such approval, Design Builder shall provide complete Material Safety Data Sheets (MSDS) to the Engineer.

The Design Builder shall plan construction activities so that parallel activities can be scheduled while any contamination is investigated and/or remediated so that the overall project's schedule is not affected.

B. Contaminated Soil Testing

1. Oil company pipelines, and pipelines for the LAX fuel hydrant system, are known to exist in the area of the airfield and taxiway. The location of these pipelines has been identified on LAWA base plans, to the best of LAWA's knowledge, in order to avoid accidental damage. The Design Builder shall be responsible for field locating these lines and for exercising caution while working in their proximity.

2. The Design Builder must exercise care in the event that petroleum hydrocarbon contaminated soils are encountered during excavation of soil in this, or in other areas of the project. Petroleum hydrocarbon soils may be identified by characteristic odor and/or dark gray to black or greenish staining of the soil. If contaminated soils are encountered, the Design Builder shall adhere to the following procedures:

   a. Stop work in the immediate vicinity and cover all stockpiled impacted soils with 6 ml "Visqueen" plastic sheeting with overlapping seams minimum of 12 inches. Each stockpile (max. of 400 cubic yards) shall be secured or anchored to the ground surface using sand bags to prevent the plastic sheeting from blowing off.
   b. Immediately notify the Engineer.
   c. Soil sampling will be conducted by the Design Builder, as directed by the Engineer, to evaluate the extent of contamination impacting the construction. The results of this sampling will determine what further actions will be required regarding the contaminated soil. Payment for soil sampling will be made out of the Allowance for HAZMAT Abatement/Contaminated Soil Remediation.

3. For all work associated with contaminated soil remediation, the Design Builder will be compensated using this allowance item on the Price Proposal Form. All work shall be pre-approved by the Engineer in order to be eligible for payment under this item.

1.12 COMPLIANCE AND ENFORCEMENT

A. It is the Design Builder's responsibility to be in compliance with all the requirements in these specifications. The Design Builder shall provide to the Engineer a monthly summary status report of compliance of this Section of the specifications. The Engineer will randomly monitor the Design Builder's compliance with mitigation requirements throughout the term of the Contract.

The Engineer retains the authority to assess penalties for non-compliance. These penalties will be of one-thousand dollars $1,000 per occurrence for each non-compliance of the specified requirements herein as deemed by the Engineer.

1.13 PROCEDURES FOR THE MANAGEMENT OF HAZARDOUS MATERIAL ENCOUNTERED DURING STRUCTURE DEMOLITION

A. An allowance has been established for the removal of previously unidentified hazardous materials that might be encountered during structure demolition and or like materials uncovered during excavation work.

If hazardous materials, not previously identified in the building hazardous material inspection reports provided in these specifications, are encountered during structure demolition, the Design Builder shall immediately inform the Engineer and the onsite Environmental Management Services (EMS) representative. The Engineer will make a determination as to whether the hazardous material was previously identified. Should the Engineer determine the material not to be previously identified, the cost for its removal and disposal (as per all applicable requirements) will be compensated for under Allowance for HAZMAT Abatement/Contaminated Soil Remediation.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 013543

SECTION 013800 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUMMARY

A. The Work specified in this Section consists of preparing and submitting a Monthly Job Walk Report (MJWR), Schedule of Values (SOV) and Payment Request (PR).

B. The Design Builder shall submit a Summary Schedule of Values, Rates and Multiplier (refer to Tables 1, 2, 3, and 4) with their bid at the time Bids are solicited. Schedule of Values shall break the cost of the Project into the items listed in 1.2 SCHEDULE OF VALUES TABLE 1in this Section. This Summary Schedule of Values cost shall then be spread across all of the activities in the Project Schedule to generate the Monthly SOV and PR.

C. The MJWR will be used to determine the Project Cost this Period at the end of each month. The Design Builder will submit the MJWR, Summary SOV and the P6 .xer file by the 25th of each month and then meet with LAWA on the following 1st of the month (Job Walk Meeting) to finalize the approved physical percent complete of each activity.

1. The MJWR shall contain all schedule activities with a cost this period value greater than zero. The report shall be sorted by area, floor level, subcontractor and physical percent complete. Information on the report shall include: Activity ID, Area, Floor, Subcontractor, Activity Description, Start, Finish, Remaining Duration, Last Month 'Physical % Complete, Current Physical % Complete, (boxes for JW%, Inspector % and Approved %), Budget Cost, Cost to Date, Cost this Period and Cost To Complete. The report will show the total amount being billed for the month, the data date and current date. A sample of the MJWR will be provided to the Design Builder at the Design Scheduling Conference.

2. A copy of the MJWR with the approved physical percent completes shall be returned to the Design Builder shortly after the Job Walk Meeting. The Design Builder will incorporate the approved physical percent completes into the Project Schedule and resubmit the MJWR, P6 .xer file, Summary SOV, SOV and Payment Request along with all of the appropriate backup to LAWA.

D. The AE cost for the Project shall be divided into: AE Design (Design NTP thru final Contract Documents) and CA Services (Construction start to final completion). Progress payments for Design will then be allocated over time as long as the Design is making proper progress. For payment purposes, the CA Services budget shall be at least 20% of the AE Design Cost.

E. Major Equipment Procurement/Fabrication shall be divided into Purchase Order (10% of Equipment Cost), Procurement (70% of Equipment Cost) and Delivery (20% of Equipment Cost). The Procurement cost will be allocated over time as long as the procurement is making proper progress.

F. Major Stored Materials shall be divided into separate activities with the appropriate costs. When the Design Builder delivers the material and provides a detailed invoice (or starts installation of the material) the cost of these activities will be paid.

G. The Schedule of Values (SOV) will be generated from the P6 schedule as follows:

1. Each schedule activity shall have a resource assigned equal to the appropriate Construction Specifications Institute (CSI) Master Format 2004 value in the contract documents. Activities with multiple CSI values shall contain a resource for each CSI value.

2. For each CSI resource the Design Builder shall assign a cost account in P6 that equates to the appropriate Schedule of Values Item # from the SOV table listed in this Section.

3. The cost for each activity shall then be assigned to the appropriate resource\cost account.

4. The sum of the CSI resource cost and the sum of the cost account SOV cost shall equal the total Contract amount of this Project.

5. The use of front end loaded or unbalanced cost loading of the Schedule shall be grounds for rejection of any schedule submittals and progress payments.

H. Forms for the Payment Request itself will be provided to the Design Builder at the Design Scheduling Conference.

I. Change orders will be added to the Schedule using the change order number for the cost account SOV. The change orders will have the approved cost assigned in order to general an SOV with the base contract amount plus approved change orders. Payment for change orders will be based on physical percent complete of these activities. No unapproved change orders shall be added to the Schedule.

1.2 SCHEDULE OF VALUES TABLE (Design Builder May Propose A Modified Breakdown)

A. Design Builder may suggest a modified breakdown for the Monthly Schedule of Values, but must break their cost into these exact SOV items in their Proposal.

Table 1		
Schedule of Values		
Item	**Pricing Item**	Price $US
	TOTAL PRICE	
	General Contract	
G1	A/E Design, Construction Administration through close-out	
G2	General Conditions of the Construction	
G3	Mobilization	
G4	De-Mobilization	
G5	Traffic Management Plan & Implementation	
	Building Demolition	

D1	Maintenance Shop and Transformer/LADWP Building Demolition	
D2	CUP and Cooling Tower Demolition	
	Central Utility Plant Area Facilities	
C1	Central Plant Building Construction	
C2	Exterior Building Treatments	
C3	Parking and Open Area Paving	
C4	Thermal Energy Storage System	
C5	Maintenance Shop and Office Building	
C7	Landscape	
C8	Testing, training and commissioning	
	Central Utility Plant Equipment	
E1	Chillers and Drivers and Accessories	
E2	Gas Turbine Generators and Accessories	
E3	HRSG Units and Accessories	
E4	Tanks and Vessels	
E5	Cooling Towers	
E6	Gas Compressors and Accessories	
E7	Miscellaneous Other Equipment	
E8	Distribution and Interconnecting Valves, Piping, and Appurtenances within the CUP	
E9	Bridge Crane	
E10	Water Treatment Equipment	
E11	Electrical Switchgear and MCC's for Equipment	
E12	Pumps	
E13	Insulation	
E14	Adjustable Speed Drives	
E15	Variable Frequency Drives	
E16	CUP Controls Instrumentation	
E17	Install equipment and systems	
	Utility Distribution and Site Work	
S1	LAWA Communication Duct bank	
S2	LAWA Power Duct Bank	
S3	LADWP Power Duct Bank	
S4	Distribution Piping, HHW and CHW	
S5	Firewater Piping	
S6	Reclaimed Water Piping	
S7	Potable Water Piping	
S8	Communication Distribution (CUP to Communications Building Near Terminal 8)	
S9	Site Restoration	
S10	Road Widening at TBIT	

Table 2
Schedule of Rates
Submit a listing of all labor categories and hourly rates. These shall be fully burdened rates.
All classifications must be completed by the prime Design Builder and team subcontractor.

Do not change the name of any of the classifications Submit a separate rate detail file for prime and all sub-Design Builders & sub-consultants		
Category	**Rate**	**Unit**
Program Manager		$/hour
Project Manager		$/hour
Construction Superintendent		$/hour
Engineers		$/hour
Engineers		$/hour
Engineers		$/hour
Engineers		$/hour
Architects		$/hour
Architects		$/hour
Architects		$/hour
Architects		$/hour
CADD		$/hour
CADD		$/hour
CADD		$/hour
CADD		$/hour
Construction Scheduler		$/hour
Construction Scheduler		$/hour
Estimator		$/hour
		$/hour
Cost Engineer		$/hour
Document Control		
Other:		

Table 3		
Labor Multiplier		
Provide a detailed breakdown of the proposed rates including the basis for the rates, labor burden direct and indirect costs and profit.		
Example of labor multiplier:		
Direct Labor	1.0	

Payroll Burdens	0.25	Provide detail of Payroll Burdens and Overhead/G&A
Overhead/ G&A	0.75	
Subtotal	2.00	
Profit 10%	0.20	
Fully burdened Hourly Rate	2.20	This example is for illustrative purposes only it is understood not all firms compile their multipliers in the same manner.

END OF SECTION 013800

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. The LAWA will utilize the City of Los Angeles Department of General Services to perform quality assurance testing to verify the adequacy of the Design Builders Quality Control for compliance with the requirements of the Contract Documents. LAWA may also utilize and independent testing and inspection agency to perform quality assurance testing.

C. LAWA's testing and inspections are considered as quality assurance measure for the Owner and are not intended to limit the Design Builder's own quality control program. The specified LAWA testing and inspections shall not be construed as relieving the Design Builder of responsibility for the Design Builder' own quality controls for the specified tests and inspections nor for the fulfillment of the requirements of the Contract Documents.

D. Quality Assurance applies to both Design and construction for Design build contracts: Design Quality Control Plans and Construction Quality Control Plans are both to be submitted.

E. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Design Builder of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Design Builder's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Design Builder to provide quality-assurance and -control services required by LAWA, or their designee, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. Design Builder Quality Control (CQC): The means by which Design Builder ensures that the construction, to include that performed by subcontractors and suppliers, complies with the requirements of the Contract.

B. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

C. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by LAWA or their designee.

D. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Unless otherwise indicated approved mockups establish the standard by which the Work will be judged.

E. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

F. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

G. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

H. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

I. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

J. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

K. Installer/Applicator/Erector: Design Builder or another entity engaged by Design Builder as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

L. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with

special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 OWNER'S QUALITY ASSURANCE

A. All Work is subject to Owner's quality assurance inspection and testing at all locations and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract Documents.

B. Owner's quality assurance inspections and tests are for the sole benefit of Owner and do not:

1. Relieve Design Builder of responsibility for providing adequate quality control measures;

2. Relieve Design Builder of responsibility for damage to or loss of the material before acceptance;

3. Constitute or imply acceptance; or

4. Affect the continuing rights of Owner after acceptance of the completed Work.

C. The presence or absence of a quality assurance inspector does not relieve Design Builder from any Contract requirement.

D. Promptly furnish all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Engineer.

E. Owner may charge Design Builder for any additional cost of inspection or test when Work is not ready at the time specified by Design Builder for inspection or test, or when prior rejection makes re-inspection or retest necessary. All quality assurance inspections and tests will be performed in a manner that will not unnecessarily delay the Work.

1.5 DESIGN BUILDER'S RESPONSIBLITIES

A. Retesting: The Design Builder shall be responsible for the cost of retesting where results of the required inspections, tests, or similar services provided by the LAWA's Testing and Inspection Agency(s) or Laboratory(s) indicate that installed or fabricated work is not in compliance with the requirements of the Contract Documents.

1. Cost of retesting work which has been revised or replaced by the Design Builder for not being in compliance with the requirements of the Contract Documents shall be borne by the Design Builder at no cost to the LAWA.

B. Cooperate with LAWA's agencies and laboratories performing required tests, inspections, and similar services, and provide reasonable auxiliary services as requested. All costs for these auxiliary services shall be included in the Contract Sum. Notify agency 48 hours in advance of construction operations to permit the Engineer to assign personnel to test or inspect the construction operation. Other auxiliary services required include, but are not limited to, the following:

1. Providing access to the Work.

2. Providing incidental labor and facilities necessary to facilitate tests and inspections.

3. Taking adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

4. Providing delivery of samples to testing agencies or arranging for pick-up of test samples after normal business hours.

5. Ensuring that the work to be tested or inspected by the LAWA's Independent Testing and Inspection Agencies, or Laboratories, has been tested, or inspected by the Design Builder's own quality control personnel.

C. Coordination: The Design Builder and each Independent Testing and Inspection Agency and Laboratory engaged to perform inspections, tests, and similar services shall sequence their activities to accommodate required services with a minimum of delay. In addition the Design Builder shall coordinate activities to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

D. The Design Builder is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.6 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Engineer for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to the Engineer for a decision before proceeding.

1.7 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Informational Submittals:

1. CQC Plan: Submit, not later than 30 days after receipt of Execution of the Contract by the City.

2. CQC Report: Submit, weekly, an original and one copy in report form.

3. Test Results: Submit daily test results within 1 work day of taking the test.

C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

D. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

E. Permits, Licenses, and Certificates: For LAWA's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of California and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Design Builder responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.

b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to LAWA, with copy to Design Builder. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by LAWA or their designee.

2. Notify LAWA or their designee seven days in advance of dates and times when mockups will be constructed.

3. Demonstrate the proposed range of aesthetic effects and workmanship.

4. Obtain LAWA's approval of mockups before starting work, fabrication, or construction.

a. Allow seven days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

6. Demolish and remove mockups when directed, unless otherwise indicated.

1.9 QUALITY CONTROL

A. Tests and inspections are Design Builder's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Design Builder by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Design Builder's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Design Builder shall not employ same entity engaged by LAWA, unless agreed to in writing by LAWA.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

3. Where quality-control services are indicated as Design Builder's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspecting requested by Design Builder and not required by the Contract Documents are Design Builder's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Design Builder's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with LAWA, their designee and Design Builder in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify LAWA or their designee and Design Builder promptly of irregularities or deficiencies observed in the Work during performance of its services. Design Builder must notify LAWA and their designee of this promptly, and describe corrective actions proposed.

2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Design Builder.

5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform any duties of Design Builder.

E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.

2. Safety Equipment, including hardhats, vests, etc.

3. Incidental labor and facilities necessary to facilitate tests and inspections.

4. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

5. Facilities for storage and field curing of test samples.

6. Delivery of samples to testing agencies.

7. Preliminary design mix proposed for use for material mixes that require control by testing agency.

8. Security and protection for samples and for testing and inspecting equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within **30** days of date established for commencement of the Work.

1. Distribution: Distribute schedule to LAWA, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: LAWA will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of LAWA, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.

2. Notifying LAWA and Design Builder promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to LAWA with copy to Design Builder and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.

6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

A. Maintain an adequate inspection system and perform such inspections as will ensure that the Work conforms to the Contract Documents.

B. Maintain complete inspection records and make them available at all times to Owner and Engineer.

C. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract Documents. The system shall cover all construction and demolition operations, both onsite and offsite, including Work by subcontractors, fabricators, suppliers and purchasing agents, and shall be keyed to the proposed construction sequence.

3.2 COORDINATION MEETING

A. Prior to the Pre-construction Conference and submittal of the CQC Plan, schedule a meeting with Engineer and Owner to discuss the quality control system.

B. Develop a mutual understanding of the system details, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and offsite Work, and the interrelationship of Design Builder's management and control with the Owner's Quality Assurance.

C. There may be occasions when subsequent conferences may be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by Design Builder.

3.3 QUALITY CONTROL ORGANIZATION

A. CQC Manager:

1. Designate an individual within the Design Builder's organization who will be responsible for overall management of CQC and have the authority to act in all CQC matters for the Design Builder.

2. CQC Manager may not perform other duties on the Project.

3. CQC Manager shall be an experienced Quality Control construction per-son, with a minimum of 5 years of airport construction experience on similar type Work.

4. The CQC Manager shall report to the Design Builder's project executive in the organization and not the on-site project manager. Project executive in this context shall mean the individual with responsibility for the overall quality and production management of the Project and not physically on-site.

5. The CQC Manager shall be onsite during construction; periods of absence may not exceed two (2) weeks at any one time.

6. Identify an alternate for the CQC Manager to serve with full authority during the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

B. CQC Staff:

1. Designate a CQC staff, available at the Site at all times during progress, with complete authority to take any action necessary to ensure compliance with the Con-tract. All CQC staff members shall be subject to acceptance by Engineer.

2. CQC staff shall take direction from CQC Manager in matters pertaining to QC.

3. CQC staff must be of sufficient size to ensure adequate QC coverage of all Work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities.

4. The actual strength of the CQC staff may vary during any specific Work period to cover the needs of the Project. Add additional staff when necessary for a proper CQC organization.

C. Organizational Changes: Obtain Engineer's acceptance before replacing any member of the CQC staff. Requests for changes shall include name, qualifications, duties, and responsibilities of the proposed replacement.

3.4 QUALITY CONTROL PHASING

A. CQC shall include at least three phases of control to be conducted by CQC Manager for all definable features of Work, as follows:

1. Preparatory Phase:

a. Notify Owner at least 7 days in advance of beginning any of the required action of the preparatory phase.
b. This phase shall include a meeting conducted by the CQC Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The CQC Manager shall instruct applicable CQC staff as to the acceptable level of workmanship required in order to meet Contract requirements. The meeting shall address the following:

1) Review applicable Contract Specifications.
2) Review applicable Contract Drawings.
3) Verify that all materials and/or equipment have been tested, submitted, and approved.
4) Verify that provisions have been made to provide required control inspection and testing.
5) Examine the Work area to verify that all required preliminary Work has been completed and is in compliance with the Contract.
6) Perform a physical examination of required materials, equipment, and sample Work to verify that they are on hand, conform to approved Shop Drawing or submitted data, and are properly stored.

7) Review the appropriate activity hazard analysis to verify safety requirements are met.
8) Review procedures for constructing the Work, including repetitive deficiencies.
9) Document construction tolerances and workmanship standards for that phase of the Work.
10) Check to verify that the plan for the Work to be performed, if so required, has been accepted by Engineer.

c. Document the results of the preparatory phase meeting by separate minutes prepared by the CQC Manager and attached to the QC report.

2. Initial Phase:

a. Accomplish at the beginning of a definable feature of Work:

1) Notify Owner at least 48 hours in advance of beginning the initial phase.
2) Perform prior to beginning Work on each definable feature of Work:

a) Review minutes of the preparatory meeting.
b) Check preliminary Work to verify compliance with Contract requirements.
c) Verify required control inspection and testing.
d) Establish level of workmanship and verify that it meets mini-mum acceptable workmanship standards. Comparison with sample panels is appropriate.
e) Resolve all differences.
f) Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

3) The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3. Follow-up Phase:

a. Perform daily checks to verify continuing compliance with Contract requirements, including control testing, until completion of the particular feature of Work.
b. Daily checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of Work for the day or shift.
c. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of Work that will be affected by the deficient Work. Constructing upon or concealing nonconforming Work will not be allowed.

4. Additional Preparatory and Initial Phases: Additional preparatory and initial phases may be conducted on the same definable features of Work as determined by Owner if the quality of ongoing Work is unacceptable; or if there are changes in the applicable QC staff or in the onsite production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.5 DESIGN BUILDER QUALITY CONTROL PLAN

A. General:

1. Plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used.
2. Construction will be permitted to begin only after acceptance of the CQC Plan.

B. Content:

1. Plan shall cover the intended CQC organization for the entire Contract and shall include the following, as a minimum:

   a. Organization: Description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff will implement the three-phase control system (see Paragraph QC Phasing) for all aspects of the Work specified. The chart shall address work by sub-Design Builders and suppliers
   b. CQC Staff: The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.
   c. Letters of Authority: A copy of a letter to the CQC Manager signed by an authorized official of the firm, describing the responsibilities and delegating sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop Work which is not in compliance with the Contract. The CQC Manager shall issue letters of direction to all other various quality control representatives outlining du-ties, authorities and responsibilities. Copies of these letters will also be furnished to Owner.
   d. Submittals: Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers and purchasing agents. A submittal log with the date for each submittal.
   e. Testing: Control, verification and acceptance testing procedures for each specific test to include the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required.
   f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests, including documentation.
   g. Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
   h. Reporting procedures, including proposed reporting formats; include a copy of the CQC report form.

C. Acceptance of Plans: Acceptance of the Design Builder's basic and addendum CQC plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. Owner reserves the right to re-quire Design Builder to make changes in the CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

D. Notification of Changes: After acceptance of the CQC plan, Design Builder shall notify Engineer, in writing, a minimum of 7 calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Engineer.

3.6 DESIGN BUILDER QUALITY CONTROL REPORT

A. As a minimum, prepare a CQC report every work day. Account for all days throughout the life of the Contract. Reports shall be signed and dated by the CQC System Manager. Include copies of test reports and copies of reports prepared by all QC staff.

B. Maintain current records of quality control operations, activities, and tests performed, including the Work of subcontractors and suppliers.

C. Records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to the following:

1. Design Builder/subcontractor and their areas of responsibility.

2. Operating plant/equipment with hours worked, idle, or down for repair.

3. Work performed today, giving location, description, and by whom. When a net-work schedule is used, identify each phase of Work performed each day by activity number.

4. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, and Follow-up). List deficiencies noted along with corrective action.

5. Material received with statement as to its acceptability and storage.

6. Identify submittals reviewed, with Contract reference, by whom, and action taken.

7. Offsite surveillance activities, including actions taken.

8. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

9. List instructions given/received and conflicts in Drawings and/or Specifications.

10. Design Builder’s verification statement.

11. Indicate a description of trades working on the Project; the number of personnel working; weather conditions encountered; and any delays encountered.

12. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in file work and workman-ship comply with the Contract.

3.7 SUBMITTAL QUALITY CONTROL

A. Submittals shall be as specified in the Contract Documents. The CQC organization shall be responsible for certifying that all submittals are in compliance with the Contract requirements. Owner will furnish copies of test report forms upon request by Design Builder. Design Builder may use other forms as approved.

3.8 TESTING QUALITY CONTROL

A. Testing Procedure:

1. Perform tests specified or required to verify that control measures are adequate to provide a product which conforms to Contract requirements. Identify all sub-consultants who might work as part of the CQC Program and identify their scope. Perform the following activities and record the following data:

   a. Verify testing procedures comply with contract requirements.
   b. Verify facilities and testing equipment are available and comply with testing standards.
   c. Check test instrument calibration data against certified standards.
   d. Verify recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
   e. Documentation:

      1) Record results of all tests taken, both passing and failing, on the CQC report for the date taken.
      2) Include specification paragraph reference, location where tests were taken, and the sequential control number identifying the test.
      3) Actual test reports may be submitted later, if approved by Engineer, with a reference to the test number and date taken.
      4) Provide directly to Engineer an information copy of tests performed by an offsite or commercial test facility. Test results shall be signed by an engineer registered in the state where the tests are performed.
      5) Failure to submit timely test reports, as stated, may result in nonpayment for related Work performed and disapproval of the test facility for this Contract.

B. Testing Laboratories: Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, asphalt and steel shall meet criteria detailed in ASTM D3740 and ASTM E329, and be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO), or other approved national accreditation authority. All personnel performing concrete testing shall be certified by the American Concrete Institute (ACI) COMPLETION INSPECTION

C. CQC Manager shall conduct an inspection of the Work at the completion of all Work or any milestone established by a completion time stated in the Contract.

D. Punchlist:

1. CQC Manager shall develop a punchlist of items which do not conform to the Contract requirements.

2. Include punchlist in the CQC report, indicating the estimated date by which the deficiencies will be corrected.

3. The CQC Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Owner.

4. These inspections and any deficiency corrections required will be accomplished within the time stated for completion of the entire Work or any particular increment thereof if the Project is divided into increments by separate completion dates.

3.9 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.

2. Description of the Work tested or inspected.

3. Date test or inspection results were transmitted to Architect.

4. Identification of testing agency or special inspector conducting test or inspection.

5. QC of all Installation and Systems shall be completely performed by the Design Builder priort to requesting any inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for LAWA's reference during normal working hours.

3.10 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Design Builder's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014001 - INSPECTION OF THE WORK BY THE ENGINEER

PART I - GENERAL

1.1 GENERAL

A. The Engineer will enforce compliance with the Contract Documents and determine the acceptability of materials and the quality of Work. The Engineer may sample and test all materials incorporated or to be incorporated into the Work. The Engineer may use any approved testing laboratory to perform any necessary material tests.

B. Such inspection may include mill, plant, and shop or field inspection, as required. The Engineer 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 Design Builder shall be subject to inspection, and no materials or fabricated items shall be used in the Work until they have been inspected and accepted by the Engineer.

C. No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until it has been inspected by the Engineer, and other Agencies for which a permit is required. Whenever the Design Builder is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, the Design Builder shall notify The Engineer not less than forty-eight (48) hours in advance to request inspection before beginning any such Work. Failure of the Design Builder to notify The Engineer at least forty-eight (48) hours in advance of any such inspections shall be cause for the Engineer to require a sufficient delay in the progress of Work to allow time for such inspections and any remedial or corrective Work required. All costs of such delays, including its effect upon other portions of the Work, shall be borne by the Design Builder. Any Work so covered in the absence of inspection shall be subject to uncovering at the sole expense of the Design Builder. Where Work that was done without inspection cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection and no additional payment will be allowed therefore.

D. The presence of the Engineer shall not relieve the Design Builder of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Design Builder, and any act or omission on the part of the Engineer or shall not avoid said duty. If the Design Builder fails to replace any defective or damaged Work or material after reasonable notice, the Engineer may cause such Work or materials to be replaced.

E. The Engineer shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the Site. If The Engineer, through an oversight or otherwise, has not rejected materials or Work which is defective or which is contrary to the Contract Documents, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by The Engineer upon discovery. The Design Builder shall promptly remove rejected articles or materials from the Site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Design Builder.

F. At the completion of Work, after completion of all corrections, The Engineer and the Design Builder shall make a final inspection, as applicable. The Engineer will provide a Final Inspection Correction List itemizing all Work necessary to complete the Project satisfactorily.

G. In case of a dispute, The Engineer may reject materials or suspend the Work until any questions at issue can be referred to and decided by the Engineer.

H. General inspection by The Engineer will be provided at no additional cost to the Design Builder, except as specified elsewhere in the Contract Documents.

END OF SECTION 014001

SECTION 014002 - SHOP INSPECTED MATERIALS, PRODUCTS, AND EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL

A. All materials and fabricated items that are to be supplied by the Design Builder as part of the contract are subject to inspection at their source. Such inspection is commonly referred to as "shop inspection". It is defined as inspection and testing of fabricated items or materials that are produced at a location other than the job site. Shop inspection is required at the point of origin for materials and at the place of fabrication for manufactured products. All phases of production are subject to shop inspection. This includes the originating facility and any subsequent process facilities, until the product is accepted and released for shipment to the project site.

B. Inspection of all project materials and fabricated items produced at locations other than the job site is coordinated and performed by the Materials Control Group of the Inspection Section of Los Angeles World Airports (LAWA), Engineering and Project Management Division.

C. Shop inspection is performed to provide quality assurance for LAWA and is not intended to be a substitute for any quality control required to be performed by the Design Builder or their suppliers. It is ultimately the Design Builder's responsibility to verify that all materials and fabricated items being utilized in the project comply with the contract requirements.

D. The requirements for shop inspection are delineated in this specification and Standard Specifications for Public Works Construction ("Green Book"). In addition, items requiring shop inspection will be so stated in the reviewer's comments on the Design Builder's submittals. However, lack of such notation does not relieve the Design Builder of the responsibility to provide only materials and fabricated items to be incorporated into the project that fully comply with the contract documents including all inspection and testing requirements.

E. Design Builders are responsible for assuring that all required LAWA inspections and by LAWA including witness tests are requested by their fabricators and suppliers. For locations within fifty (50) miles of the LAWA project, the fabricator or supplier shall submit requests for shop inspection and related testing by noon of the business day preceding the date for which the inspection or testing is required. Inspection and testing of items from sources further than fifty (50) miles from the LAWA project are required to be performed by a LAWA approved Third Party Inspection agent. Whenever Third Party Inspection is required, the Design Builder shall initiate the process for approval of a Third Party Inspection agent two weeks prior to commencing production of items to be inspected.

F. Witness Tests required are to be considered mandatory hold points.

G. Fabricators shall submit all LAWA project shop inspection requests to LAWA Materials Control by calling **(310) 646-3232.**

H. A fabricator requesting shop inspection by telephone enables LAWA Materials Control to:

1. Answer questions that the fabricator may have regarding the shop inspection process
2. Verify that the fabricator has all of the necessary contract documents
3. Be apprised of the fabricator's production schedule and status
4. Determine inspection and testing requirements
5. Coordinate inspection and testing with the production schedule
6. Provide Third Party Inspection information and references, as required

I. Without waiving any specific requirement of the Contract Documents, the following items of equipment and/or material are examples of, but not limited to those items that are subject to shop inspection as noted herein in Table 1-1 below.

TABLE 1-1

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Acoustical Metal Panels (Wall, Ceiling)		Required	Custom Fabrication Only	X		
Actuators (Valve, Damper, etc.)		Required	X	X		
Aggregates (AC, Concrete)		Source Tested by Standards	X	X		
Air Conditioning Equipment (Air Handlers, Fans)	233413 233416 233600	Required	X	X		
Asphalt Concrete	321216B	Required	X	X		
Base Materials (CAB,CMB, PMB)	03300	Required	X	X		

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Bearing Plates and Pads (Structural, Seismic, Elastomeric)		Required	X	X		
Boilers and Pressure Vessels & HRSG Units	235235	Required	Certificate		X	X
Bolts (High Strength, Structural Steel)		Required Sample at Job Site	X	X		
Cabinetry (Custom Woodwork)		Custom Woodwork Required	X	X		
Cable Products (Pre-stressing Strand, Wire Rope w/ Fittings)		Required	X	X		
Cast (Gray) Iron (M.H. Frames and Covers, Grates for Sanitary)		Required	X	X		X
Ceiling Systems (Suspended, Acoustical Tile		Custom Fabrication Only	X	X		
Ceiling Systems (Metal, Luminous, Custom Composite)		Custom Fabrication Only	X	X		
Ceramic Tile (Custom Patterns, Colors)		Custom Fabrication Only	X	X		

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Chain Link Fencing (Fabric, Posts, Fittings)		Galvanized or Vinyl Coating Only	X	X		
Chillers (All Type)	236416 236417	Required Required	X X	X X		X X
Chemical Analysis Testing (ESCA, FTIR, etc.)		Required	X	X	X	
Coatings (Architectural, Protective)		Required	X	X		
Coils (A/C, Refrigeration, Heating)		Required	X	X	X	X
Compressors, Air	235210	Required	X	X		X
Commissioning HVAC System	230593	Certificate Test Report Required	X	X		
Concrete (Portland Cement Concrete, On and Off-Site)		Sample Required	X	X	X	X
Concrete Masonry Units		Sample at Mfr. or Job Site	X	X		X
Concrete, Precast (Architectural, Reinforced, Pre-Stressed)		Required	X	X		
Controls FMCS BAS PLC	 250900 252000 256000	 Required Required Required	 X X X	 X X X		
Cooling Towers	236500	Required	X	X		

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Curtain Wall Panel Systems (Metal, Concrete, Composite)		Required	X	X		
Ductile Iron – Castings - Pipe (Flanged, Welded, Coated, Lined)- Pipe (Stock Lengths, NO Welding, Coating, Lining)		Furnish Mill Certificate	X	X		
Duct Accessories (Access Doors, Dampers, Vanes)		Only when welded	X	X		
Ducts (HVAC – Galvanized, Aluminum, Stainless)		Only when welded	X	X		
Ducts (Odor, Dust Control, Process – Metal, Composite		Only when welded	X	X		
Elastomeric Isolators, Bearing Pads		Only when welded	X	X		
Electric Engine-Generator	263213	Required	X	X	X	X
Transfer Switch	263600	Required	X	X		X
Turbine Generator Sets	263214	Required	X	X	X	X

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Electric Equipment						
Motors 150 HP and Larger	230513 Mech Equip Specs	Required Required	X X	X X		X X
Medium Voltage Cables	260513	Required	X	X		X
Transformers (150KVA and Larger, All Liquid Cooled)	261116 262200	Required Required	X X	X X		X X
Bus Assemblies	261829 262500	Required Required	X X	X X		X X
Med Voltage Motor Controls	261839	Required	X	X		X
Low Voltage Switchgear	262300	Required	X	X		X
Paralleling Switchgear	262313	Required	X	X	X	X
Switchboards MCC PDU VFD UPS	262413 262419 262600 262923 263353A	Required Required Required Required Required	X X X X X	X X X X X		X X X X X
Power Factor Correction Eq.	265333	Required	X	X		X
Engineered Wood Products		Furnish Certificate	X	X		

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Equipment Frames and Skids		Only when welded	X	X		
Expansion Joint Covers (Deck, Floor, Wall)		Only when welded	X	X		
Expansion Joints (Pipe - Flex. Connections and Compensators)		Required	X	X		
Extrusions (Aluminum, Rubber, Plastics)		Custom Fabrication Only	X	X		
Fence Hardware and Fittings		Custom Fabrication Only	X	X		
Fences (Chain Link, Fabricated Metal)		Custom Fabrication Only	X	X		
Fiberglass Laminates (Pipe, Tanks, Structural)		Required	X	X		
Filter Banks (HVAC)		Required		X		
Fire Alarm Panels / Refrigerant alarm (Test) / CEMS	283111 230920 265700	Required Required Required	X X X	X X X	 X	 X X
Fire Suppression System (Pipe, Valves, etc.)	211313 213910	Required	X	X		

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Foundry Products (Cast & Ductile Iron, Steel, Aluminum, Brass)		Required	X	X		X
Galvanizing and Zinc Plating		Required	X	X		
Gates (Steel, Aluminum, Chain Link)		Galvanizing Only	X	X		
Glass (All Types)		Required	X	X		
Glazing (Glass, Gaskets, Extrusions)		Required	X	X		
Glu-Lam (Wood) Beams		Certificate Only	X	X		
Grating (Cast Iron, Fabricated Metal)		Required	X	X		X
Hand Rails, Metal (Steel, Aluminum, Brass)		Required	X	X		X
Hatch Covers (Cast Iron, Fabricated Steel, Aluminum, Composite)		Required	X	X		
Hatches (Roof, Floor, Access)		Required	X	X		
Heating Equipment (Furnaces, Boilers, Fans)	2352235	Required	X	X	X	X
HVAC Equipment (Air Handlers, Fans, Ventilators)	235235	Custom Fabrication Only	X	X	X	X

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
HVAC Duct Components (Custom Plenums, Diffusers, Registers)	033128 233713	Custom Fabrication Only	X X	X X		
Light Standards (Poles, Metal and Precast)		Custom Fabrication Only	X	X		X
Lighting - Control Panels & Fixtures (Custom Fabricated)		Custom Fabrication Only	X	X		X
Lumber (Pressure Treated)		Furnish AWPA Certificate	X	X		
Mechanical Equipment (Pumps, Compressors, etc	230513	Custom Fabrication Only	X	X		X
Floor Decking - Miscellaneous (Fabrication, Welding) - Panels (Interior, Exterior, Roof)		Sample at Job Site	X	X		
Millwork (Cabinetry, Wood working)		Certificate Only	X	X		
Mortar Lining (Ductile Iron and Steel Pipe)		Required	X	X		
Noise Level Testing		Witnessed by LAWA	X	X		
Painting (Organic Protective Coatings, Primers, etc.)		Required	X	X		

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Phenolic Wall Panels		Required	X	X		
Piles - Concrete (RC, PC/PS) Timber, Pressure Treated		LAWA Certificate Required at Job Site.	X	X		
Pipe - RCP, Steel, Ductile Iron, Fiberglass, Lined, Coated, HDPE - Liner Plate ("T-Lock", Agru, etc.) - Sewer (Ductile Iron, RCP) - Sewer (Fiberglass, Polymer Concrete, HDPE) - Sleeves (Wall, Floor, Fabricated) - Supports (Saddle, Hanger)		Sample at Job Site Product must be approved by LA City Engr. Meets QA Stds. Sample at jobsite	X	X		
Plastic Pipe – Sanitary Sewer (ABS, PVC) - Storm Drain (ABS, PVC) - Potable Water, Pressure (PVC)		Sample at Job Site Product must be approved by LA City Engr. Meets QA Stds. Sample at jobsite	X	X		X

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Precast Concrete (Structural, Architectural, Electrical) - M.H. Shafts/ Extension Rings (Lined, Coated, Reinforced) - Pre-stressed Concrete (Piles, Girders, Panels, etc.) - Vaults and Utility Boxes		Required	X	X		X
Pressure Testing (Mechanical Piping and HVAC Equipment)		Required	X	X		
Pressure Vessels (Boilers Etc.)	235235 033219	Required Required	X X	X X	X X	X X
Protective Coatings (Galvanizing, Organic, Plating, etc.)		Required	X	X		
Pull Boxes (Street Lighting, Traffic Signal, etc.)		LA City Stamp	X	X		X
Reinforced Concrete Pipe (RCP - Lined, Unlined		Required	X	X		X
Reinforced Concrete Products		Required (Vaults, Boxes)	X	X		X

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Reinforcing Steel (Stock Lengths, Cut and Bent, in Bundles - Welded, Coated, Fabricated Cages - Couplers (Forged, Threaded, Swaged, etc.) - Welded Wire Fabric (Flat Sheets) - Welded Wire Fabric (Cages)		Sample at Job Site Large projects @ Fabricator Required Required Sample at jobsite Required	X X	X X		X
Roof Hatches		Required	X	X		
Signs (Interior, Exterior)		Required	X	X		
Sheet (Brake) Metal (Flashing, Coping, Curbs, Bases, etc.)		Custom Fabrication Only	X	X		
Steel – Grates and Screens - Pipe (Fabrication, Lining, Coating) - Supports (Bases, Pipe Supports, Skids)		Required	X	X		X
Storefronts (Window Walls, Doors, Glazing)		Required	X	X		

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Street Lighting Standards Metal, Precast)		LA City Stamp	X	X		X
Structural Steel Fabrication and Welding		Required	X	X		X
Stud Welding		Required	X	X		X
Supports and Anchors (Mechanical, Electrical)		Certificate Required	X	X		
Surface Preparation (Blast Cleaning, Pickling, etc., for Coatings)		Required	X	X		
Tanks (Carbon and Stainless Steel, Fiberglass)	23716	Required	X	X	X	
Test --- All piping / Fire Hydrant		Required	X	X		X
Testing, Electrical and Mechanical (Functional, Performance)	230593	Required	X	X		
Tiebacks (Tendons, Bars)		Required	X	X		
Vaults (Precast Concrete)		Required	X	X		X
Vibration Isolators (Frames, Brackets, Electrical System	230548 260548	Required Required	X X	X X		
Welded Wire Fabric (Reinforcing – Flat Sheets)		Sample at Job Site	X	X		

ITEM DESCRIPTION	SPECIFICATIONS	SOURCE INSPECTION	QC CONTRACTOR	QA LAWA	ACCEPTANCE WITNESS TEST	REGULATORY BS/TEST / UL ACCEPTANCE
Welded Wire Fabric (Reinforcing – Cages		Required	X	X		
Welding (All)		Required	X	X		
Window Walls (Extrusions, Coatings, Gaskets, Glass)		Required	X	X		
Wood – Architectural (Fabricated) - Engineered Products - Trusses, Joists (Engineered)		Required Furnish Certificate	X	X		

1.2 EQUIPMENT

A. Equipment furnished by the Design Builder is subject to inspection at their source by LAWA or its representative, as specified in the Project Criteria specifications sections. LAWA Inspection will be in addition to inspection by the Design Builder.

B. Equipment shall be manufactured or fabricated from Shop Drawings that have been approved by the Engineer. The Design Builder shall ensure that legible copies of the approved submittals, shop drawings, approved designs, and/or the corresponding Contract Specifications are provided to its fabricators or suppliers, and that said documents are available to the Engineer or Inspector during the inspection.

C. Any equipment which requires shop inspection and arrives at the Site without inspection by the Engineer will be subject to rejection by the Engineer and may be required to be removed from the Site by the Design Builder at the Design Builder's sole expense.

1.3 RELATED SECTIONS

A. General Requirements Division 01 for quality assurance and quality control requirements.

1.4 REQUIREMENTS FOR SHOP INSPECTION

A. When shop inspection or material sampling and testing is required at the plant or source of a supplier or fabrication within a 50-mile radius of the Project site, LAWA will provide the required shop inspection. The Design Builder shall notify the Engineer 48 hours in advance to enable scheduling of the required inspection. When shop inspection and testing is required outside a 50-mile radius of the Project site, the Design Builder will be responsible for third party Independent Inspection and/or Testing Laboratory (IITL) as specified herein.

B. The Design Builder shall ensure that legible copies of the approved submittals, shop drawings, approved mix designs, and/or the corresponding Contract Specifications are provided to its fabricators or suppliers, and that said documents are available and provided to the entity performing the shop inspection.

C. Failure to arrange for LAWA Shop Inspection or LAWA Material Sampling and Testing prior to fabrication or delivery will result in rejection of such material or fabricated items. The Design Builder shall notify the Engineer, at least 21 days in advance, when a Third Party is required to provide inspection. Any material or equipment delivered to the job site without the required Shop Inspection or Material Sampling and Testing shall be immediately removed from the job site and not be incorporated in the work.

D. Prior to shipment of any material or fabricated item, final inspection shall be performed by the Materials Control Inspector or IITL. Said inspection shall consist of a final visual inspection, identification, and tagging and/or stamping for release to the Project Site. Items received at the Site without the proper identification may be rejected and required to be removed from the Site

1.5 RIGHT TO “ACCESS”

E. The LAWA Engineer shall have the right, at all times and places, to fabricator or manufacturers facility to inspect materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents.

1.6 ITEMS DELIVERED WITHOUT INSPECTION

A. Items delivered without inspection will be rejected and required to be removed from the Site at Design Builders expense.

B. Work that has been rejected by the Engineer or Inspector shall be remedied or removed, and replaced by the Design Builder in an acceptable manner. No added compensation will be allowed for such removal, replacement, or remedial Work. Work done beyond the areas indicated or established by the Engineer, or any "extra Work" done without written authority will be considered as unauthorized Work. Work shall be remedied, removed or replaced at the Design Builder's expense. Upon failure of the Design Builder to comply with an order under this subsection, the Engineer will cause rejected or unauthorized work to be remedied, removed, or replaced; the cost of the Work shall be deducted from any moneys due or becoming due to the Design Builder.

C. If the Design Builder joins Work with that of any other Design Builder, or with any Work in place, and if such junction is not made in a skillful manner, or is not otherwise in conformity with provisions of the Contract, then such junction or Work shall be deemed as faulty workmanship, and such materials shall be deemed defective.

D. Except as set forth in this subsection, all non-conforming Work and materials, in place or not, shall be removed immediately from the Site or corrected to conform to all requirements of the Contract Documents, by the Design Builder, at the sole expense of the Design Builder. If the Design Builder fails to remove, replace, or correct any non-conforming Work or materials within seventy-two (72) hours of discovery, the Engineer may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Design Builder and all costs shall be deducted from any payments that are due or may become due to the Design Builder. If there remains an insufficient amount or no amount owed to the Design Builder by the LAWA the Design Builder shall pay the LAWA.

E. Failure of the Inspector or the Engineer to notify the Design Builder of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Design Builder's obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the warranty period specified in the Contract Documents. The LAWA reserves and retains all rights and remedies at law against the Design Builder and their Surety for correction of any and all latent defects discovered after the warranty period.

F. Any delays or impacts to the Work as a result of construction or delivery of non-conforming Work or materials shall be at the Design Builder's sole expense, regardless of whether the Work ultimately becomes the subject of a Change Order. No time extension shall be allowed to the Design Builder.

G. 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.

H. Fabricators shall be licensed by the City of Los Angeles. All welding shall be performed by welders certified and licensed by the City of Los Angeles, Department of Building and Safety.

I. No product containing asbestos shall be used for any purpose. When removing asbestos products, the Design Builder shall comply with the requirements of Title 8, CCR, General Industry Safety Orders and Construction Safety Orders.

J. All references to specifications of national organizations and trade associations related to the building industry (such as American Society for Testing and Materials, American Institute of Steel Construction, American Concrete Institute, Pre-stressed Concrete Institute, Post-Tensioning Institute, the National Board of Fire Underwriters, etc) are referring to the latest revision of such specifications, except as otherwise noted.

1.7 PROTECTION AND WORK MATERIALS

A. Access to Work and Materials.

The Design Builder shall provide access at any time to the Work and materials wherever they are stored, being fabricated, erected or installed, when requested to do so by a representative of the Agency or other regulatory subdivisions having jurisdiction.

B. Facilities and Labor.

The Design Builder shall provide sufficient, safe, and proper facilities, and labor necessary to move, take, and prepare samples for testing of materials. The Design Builder shall move samples for testing materials, for purposes of additional testing, when ordered to do so by any of the Agency's representatives.

1.8 INSPECTION OF MATERIALS NOT LOCALLY PRODUCED

A. When the Design Builder intends to purchase materials, fabricated products, or equipment from sources located more than fifty (50) miles from the Project Work Site, an Independent Inspection or Testing Laboratory (IITL), approved by the Engineer, shall be engaged by the Design Builder (at the LAWA's expense) to inspect 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 Independent Materials Inspector.

B. The LAWA retains the right to perform inspection or testing at remote sites with LAWA personnel. If the LAWA exercises this right, the Design Builder is required to pay for all costs associated with this inspection and testing, except the Inspector's wages.

1. The Design Builder shall contact LAWA Materials Control (phone: 310-646-3232) to schedule a pre-fabrication meeting. At a minimum, representatives from the following shall be present at the meeting: Design Builder, Subcontractor (if applicable), manufacturer, the IITL, and LAWA Inspection. Items to be discussed include: required inspections, tests, and reports, based on approved Submittals and in accordance with the Contract Documents.

2. The Design Builder shall provide approved Shop Drawings and applicable Contract Specifications to the IITL for use in the inspection and testing of the items to be fabricated or manufactured.

3. 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 Materials Control Inspector for review and approval. No materials or equipment shall be shipped. No materials shall be processed, fabricated, or treated without inspection by the IITL and approval by the Materials Control Inspector.

4. An approved testing laboratory/inspection agency shall not sublet or assign its work to

any other agency; it 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.

5. Approval of an IITL shall not relieve the Design Builder of responsibility for complying with the Contract requirements.

1.9 CERTIFICATION.

A. 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. The Engineer may permit the use of certain materials or assemblies prior to 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 Design Builder, and shall state that the materials involved comply with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of materials delivered to the work, and the lot certified shall be clearly identified on the certificate. The form of the Certificate of Compliance and its disposition shall be directed by the Engineer.

B. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Design Builder of responsibility for incorporating material in the Work that conforms to the requirements of the Contract Documents. Material not conforming to such requirements will be subject to rejection whether in place or not.

C. The Engineer reserves the right to refuse to permit the use of material notwithstanding the submittal of a Certificate of Compliance.

1.10 MATERIALS FURNISHED BY THE LAWA.

A. Upon receiving material furnished by the LAWA for storage or installation in the Work, the Design Builder shall give a signed receipt to the Engineer for material delivered. The Design Builder shall be responsible for the care and necessary replacement of the material if damaged.

B. If, as determined by the Engineer, the material is not adequately protected by the Design Builder, the material may be protected by the LAWA and the cost for this service charged to the Design Builder or deducted from any payment due.

C. Upon receiving such material, the Design Builder shall inspect it, and should any damage, defects, or missing equipment or parts be found, the Design Builder shall immediately notify the Engineer in writing. By failing to notify the Engineer, it shall be deemed that the Design Builder has accepted the material as being free from damage, defects, or missing equipment or parts, except for latent defects.

1.11 SAMPLES

A. Where required in the Contract Documents, or when required by the Engineer, the Design Builder shall submit to the Engineer representative samples of materials to be included in the Work. Except where otherwise specified, four (4) samples shall be submitted.

B. The Engineer shall have thirty (30) days to review a sample. If the sample is rejected, the Engineer shall have thirty (30) days to review the revised sample. It is the Design Builder's responsibility to submit the required samples in a timely manner so that the approval, purchase, and delivery of the material do not delay the Contract.

C. Samples shall be properly identified, indicating the type and brand of materials, place of origin, the name of the producer, the Design Builder's name, the name of the Project for which the material is intended, and the Specifications Section and page number where the material is described.

D. The Design Builder shall sequentially number the samples, with revised samples having an alpha suffix.

E. Materials shall not be installed prior to written approval by the Engineer. Installed materials shall match the approved samples in all respects.

1.12 ALLOWANCES FOR INSPECTION AND/OR WITNESS TESTING BY LAWA PERSONNEL ON BEHALF OF LAWA

A. Refer to section 012100 for Allowances

1.13 TESTING OF MATERIALS

A. Before incorporation in the Work, the Design Builder shall submit samples of materials, as required by the Contract Documents, at no cost to the LAWA. The Design Builder, at its expense, shall deliver the samples for testing to the place and at the time designated by the Engineer. Unless otherwise provided, site testing and one retest of a sample will be performed under the direction of the Engineer. If re-testing establishes that the Work does not comply with the Contract Documents, then all costs associated with the re-testing shall be the borne by the Design Builder. If the Design Builder is to provide and pay for testing, it will be stated in the Technical Specifications. The Design Builder shall notify the Engineer in writing, at least 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.

B. 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 Design Builder's responsibility to re-notify the Engineer when samples which are representative may be obtained.

1.14 TESTING BY THE LAWA

A. If initial tests made under the direction of the Engineer reveal that the Work does not comply with the Contract Documents, re-testing shall be performed. If re-testing establishes that the Work complies with the Contract Documents, the costs for the re-testing shall be paid for by the LAWA.

B In addition to any other inspection or Quality Assurance provisions that may be specified, the Engineer shall have the right to independently select, test, and analyze, at its 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 the Engineer, 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 Design Builder.

1.15 TESTING BY APPROVED TESTING LABORATORY

A. When the manufacturer, fabricator, or supplier provides the results of tests from samples taken at the mill, factory, or warehouse, the Engineer will accept the test reports provided the following conditions are met:

1. The Testing Laboratory was approved by the Engineer 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 Agency Inspectors.

B. Whenever the approved Testing Laboratory takes samples of materials other than at the Site, the deliveries to the Site of materials represented by such samples shall be identified as specified for the specific material. The results of such tests shall be reported to the Engineer 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.

1.16 COST OF INSPECTIONS

A. The cost of any inspections performed within 50 miles of the Project Site performed by the Engineer's own forces shall be borne by the LAWA. The cost of any non- Design Builder and non-vendor shop inspections or tests performed outside 50 miles of the Project Site, including required third party IITL (Independent Inspection and/or Testing Laboratory) inspections and tests, shall be borne by LAWA.

1.17 INSPECTED ITEMS

A. All materials and fabricated items delivered to LAWA projects shall be accompanied by, or marked with, a form of inspection acceptance. Materials and fabricated items delivered to a LAWA project site without a form of inspection acceptance shall be subject to rejection upon delivery. Rejected materials or fabricated items shall be removed from the project site immediately. All deliveries shall have at least one form of the following documentation or indication of acceptance by a Materials Control or third party IITL inspector:

   a. LAWA Materials Control "Inspected" Release Form
   b. Original LAWA Materials Control Inspection Tag
   c. LAWA Materials Control Inspection Stamp or Stencil
   d. Bureau of Contract Administration, Materials Control "Yellow Tag"
   e. Bureau of Contract Administration, Materials Control Inspection Stamp or Stencil
   f. Third Party Inspection Release Form and Inspection Tag or Stamp

      AND

   g. Copy of the bill of lading or delivery receipt for the fabricated items included in the shipment.

      EXCEPT

   h. Ready mix concrete or asphalt concrete shall have a signed batch plant weigh master's report, with a print-out of the actual individual batch weights, accompanying each load.

B. Approval and release of materials and fabricated items by LAWA Materials Control or a third party agent shall not relieve a Design Builder of their responsibility to comply with the contract requirements.

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FOR MATERIALS CONTROL INFORMATION ONLY
NOTICATION OF FABRICATION

FABRICATORS SHALL REQUEST INSPECTIONS BY CALLING (310) 646-3232

PROJECT TITLE **DATE**

DESIGN BUILDER **SUBCONTRACTOR**

DESIGN BUILDER'S REPRESENTATIVE **TELEPHONE** **FAX**

ITEM TO BE FABRICATED **QUANTITY**

SUBMITTAL **SPECIFICATION**

SCHEDULE **START** **COMPLETE** **FABRICATION PROCESSES**

DATE

FABRICATOR

ADDRESS

CONTACT NAME **TELEPHONE** **FAX**

FABRICATOR PROVIDED **SPECIFICATIONS** **PLANS** **SUBMITTAL**

DATE

ADDITIONAL FABRICATION OR PROCESSING BY OTHERS

THIRD PARTY INSPECTION COMPANY, IF REQUIRED **DATE APPROVED**

THIRD PARTY PROVIDED **SPECIFICATIONS** **PLANS** **SUBMITTAL**

DATE

INSPECTION SECTION
MATERIALS CONTROL GROUP
7051 West Imperial Highway Los Angeles, CA 90045
(310) 646-3232 FAX (310) 670-6296

SHOP INSPECTION REQUEST PROCEDURE

FOR FABRICATORS AND SOURCES **WITHIN FIFTY (50) MILES** OF THE PROJECT

ALL REQUESTS FOR INSPECTION SHALL BE MADE THROUGH LAWA MATERIALS CONTROL AT (310) 646-3232. REQUESTS MUST BE RECEIVED **BEFORE NOON** OF THE WORKING DAY PRIOR TO THE INSPECTION.

BE PREPARED TO PROVIDE THE FOLLOWING INFORMATION:

1. DATE INSPECTION REQUIRED
2. DESIRED TIME FOR INSPECTION
3. LAWA JOB TITLE
4. LAWA PROJECT WBS ELEMENT NUMBER
5. NAME OF SUPPLIER OR FABRICATOR
6. ADDRESS OF FACILITY WHERE INSPECTION IS TO BE PERFORMED
7. NAME OF CONTACT PERSON AT THE FACILITY
8. PHONE NUMBER OF CONTACT PERSON
9. ITEM DESCRIPTION AND/OR TYPE OF INSPECTION REQUIRED
   WELDING, PRECAST, PROTECTIVE COATING, RC PIPE, ELECTRICAL, ETC. (INCLUDE QUANTITY FOR ASPHALT AND CONCRETE)
10. APPROVED SUBMITTAL NUMBER FOR THE ITEM BEING PRODUCED
    (MIX DESIGN FOR ASPHALT AND CONCRETE)

NOTES:DO NOT FAX INSPECTION REQUESTS. FAXED REQUESTS WILL NOT BE SCHEDULED.

FABRICATORS AND SUPPLIERS LOCATED MORE THAN FIFTY (50) MILES FROM THE PROJECT WILL REQUIRE INSPECTION AND TESTING BY LAWA APPROVED THIRD PARTY AGENTS.

SECTION 014200 – REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

B. Definitions and terminology also are applicable to Project Criteria, as defined in Volumes 2 through 7.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. “Activation”. The process of transfer of operational control of the new facilities from the Design builder to LAWA.

C. "Approved": When used to convey the Engineer’s action on Design Builder's submittals, applications, and requests, "approved" is limited to Engineer’s duties and responsibilities as stated in the Conditions of the Contract.

D. "Directed": A command or instruction by the Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

E. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

F. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings, but may also make reference to any facility affected by the work, either on LAX property or on private lands. Such instances may include haul roads, storage facilities off site, and the like.

I. "Provide": Furnish and install, complete and ready for the intended use.

J. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	American Concrete Institute www.concrete.org	(248) 848-3700

ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Design Builders of America (The) www.agc.org	(703) 548-3118
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AHRI	Air-Conditioning, Heating, and Refrigeration Institute www.ahrinet.org	(703) 524-8800
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600

API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute (Now AHRI)	
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Safety Engineers www.asse.org	(847) 699-2929
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
ATIS	Alliance for Telecommunications Industry Solutions www.atis.org	(202) 628-6380
AWCI	Association of the Wall and Ceiling Industry www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCMA)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353

AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CPA	Composite Panel Association www.pbmdf.com	(703) 724-1128

CPPA	Corrugated Polyethylene Pipe Association www.plasticpipe.org	(800) 510-2772 (202) 462-9607
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	Canadian Standards Association	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
ECA	Electronic Components Association www.ec-central.org	(703) 907-8024
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ETL SEMCO	Intertek ETL SEMCO	(800) 967-5352

	(Formerly: ITS - Intertek Testing Service NA) www.intertek-etlsemko.com	
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Part of GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc.	(847) 827-0830

	www.icri.org	
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society www.ies.org	(212) 248-5000
IESNA	Illuminating Engineering Society of North America (Now IES)	
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 981-0100
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek Testing Service NA (Now ETL SEMCO)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138

MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453 (703) 476-3400
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-2300
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698

NECA	National Electrical Design Builders Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.com	(901) 526-5016
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Design Builders Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association	

	(Now TRI)	
NWFA	National Wood Flooring Association www.woodfloors.org	(800) 422-4556 (636) 519-9663
NWWDA	National Wood Window and Door Association (Now WDMA)	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Design Builders of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.cee.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network www.landcarenetwork.org	(800) 395-2522 (703) 736-9666
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SCTE	Society of Cable Telecommunications Engineers www.scte.org	(800) 542-5040 (610) 363-6888
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	

SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smainfo.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Design Builders' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCNA	Tile Council of North America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700

TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tileroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WCSC	Window Covering Safety Council www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Design Builders Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DIN	Deutsches Institute Normung e.V. www.din.de	49 30 2601-0
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
LADBS	Los Angeles Department of Building and Safety www.ladbs.org	(866) 452-2489 (213) 473-3231
UBC	Uniform Building Code (See ICC)	

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CBP	U.S. Customs and Border Protection www.cbp.gov	(877) 227-5511 (703) 526-4200
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322

FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Buildings Service (See GSA)	
PHS	Office of Public Health and Science www.hhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
TSA	Transportation Security Administration www.tsa.gov	(866) 289-9673
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA)	(800) 872-2253 (202) 272-0080

	Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
	Available from Defense Standardization Program www.dps.dla.mil	
	Available from General Services Administration www.gsa.gov	(202) 619-8925
	Available from National Institute of Building Sciences www.wbdg.org/ccb	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CAL-OSHA	California Occupational Safety and Health Administration www.cal-osha.com	(916) 774-4000

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210 (916) 574-2041
CCR	California Code of Regulations www.calregs.com	(916) 323-6815
CDHS	California Department of Health Services (See CDPH)	
CDPH	California Department of Public Health, Indoor Air Quality Section www.cal-iaq.org	(510) 620-2802
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782
SCAQMD	South Coast Air Quality Management District www.aqmd.gov	(800) 288-7664 (909) 396-2000

F. Local Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

LADWP	Los Angeles Department of Water and Power www.ladwp.com	(800) 342-5397

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by the Engineer, permanent (temporary time frame) enclosures are complete, insulated, with full weather-tight exterior walls; with all openings closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, LAWA administrative and testing agencies, the Engineer, and authorities having jurisdiction.

B. Sewer Service: Pay sewer service use charges for sewer usage by all involved entities for construction operations. This includes use of sanitary facility maintenance service. Portable toilets are not acceptable if visible by the public. If LAWA determines connection to existing sewers is acceptable, submit drawing showing method of connection for approval.

C. Water Service: Connect to existing LAWA water supply for use by all involved entities for construction operations. Usage subject to approval of connection devices, and water usage plan. Provide written statement of expected water usage and describe where water will be used.

D. Electric Power Service: Connect to existing LAWA electric supply for use by all involved entities for construction operations.

1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel within Design Builder laydown and work areas.

1.6 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Design Builder shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before LAWA's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pavement: Comply with Division 32 pavement Sections where temporary asphalt paving is required.

B. Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails, with galvanized barbed-wire top strand.

C. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide concrete bases for supporting posts.

D. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.

E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

F. Paint: Comply with requirements in Division 09 Painting Sections.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading. Each trailer shall be equipped with suitable lavatory facilities. It is anticipated that the enabling project, Temporary Power and Associated Relocations (TPAR), will provide two (2) Quad Trailers, one for use as a Contractor’s Field Office and one for use by LAWA Construction Management. Each Quad Trailer will be approximately 48’ x 60’. The trailers shall be outfitted with a ramp, deck, stairs and skirting. These field offices shall be the property of LAWA. Upon completion of the TPAR

contract the trailers shall be left in place for continued use by LAWA Construction Management and for use by the Central Utility Plant Replacement Design Builder.

B. Contractor's Field Offices: LAWA shall provide the Central Utility Plant Replacement Design Builder a construction field office of approximately 48' x 60'. The Design Builder shall provide additional construction trailers as necessary to support its field operations. Design Builder shall be responsible for providing their required computers, communications and other IT related equipment, cabling and infrastructure to conduct and support their field operations for the duration of the Project. Design Builder shall be responsible for providing the necessary facility maintenance to keep the field office in satisfactory working condition and shall provide janitorial services as necessary to keep office clean and orderly for the duration of the Project. Upon completion of the CUP Replacement Project the Design Builder shall properly disconnect all utilities and relocate the field office to a location within LAX as determined by LAWA. .

The Contractor's Field Office will contain at a minimum, the following equipment and furnishings:

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases. Provide dedicated table and chair for maintenance and review of red-lined as built drawings.

2. Conference room of sufficient size to accommodate meetings of 25 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot square tack board and marker boards.

3. Drinking water and private toilet.

4. Coffee machine and supplies.

5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.

6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

C. LAWA Construction Management Offices: LAWA Construction Management Offices shall be provided by the enabling project, Temporary Power and Associated Relocations (TPAR) Contractor. The LAWA Construction Management Offices shall be a Quad trailer of approximately 48' x 60'. The Central Utility Plant Replacement Design Builder shall assume responsibility for the maintenance of the LAWA Construction Management Offices and shall provide janitorial services as necessary to keep offices clean and orderly. Upon completion of the CUP Replacement Project the Design Builder shall properly disconnect all utilities and relocate the field office to a location within LAX as determined by LAWA The LAWA Construction Management Offices will be set up, furnished and equipped by the TPAR Contractor as follows:

1. Four lockable, private offices each equipped with one desk, 2 chairs, 1 four drawer file cabinet,1 four shelf book case, 1 telephone and computer hook up, waste basket.

2. Four open / cubicle type office suitable for construction mangers / engineers with desk, chair, 2 file drawers, overhead storage bin, telephone and computer hook up.

3. Four open / cubicle type office suitable for administrative staff with desk, chair, 2 file drawer, overhead storage bin, telephone and computer hook up.

4. Conference Room of sufficient size to accommodate meeting of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.

5. Break Room. Provide refrigerator of minimum 18 cubic feet, microwave of minimum 2.0 cubic feet, three burner coffee machine – commercial grade, refrigerated bottle water dispenser unit with hot and cold water dispenser, sink with hot and cold running water, and cabinets.

6. IT Equipment Room

7. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.

8. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

9. New self loading Printer-Fax-Scanner-Copier machine (plain paper) with automatic document feeder with collating and stapling capabilities. Machine shall be able to make 11 x 17 inch copies. Machine shall be Toshiba e Studio 3530c or equal. The Design Builder shall pay all costs including supplies, activation and service fees for the duration of the project.

10. Plan tables, plan racks, file cabinets, fax machines and copier hook-up and other necessary equipment and furnishing as required to support field office staff.

D. LAWA Inspection Field Offices: Of sufficient size to accommodate needs of LAWA's Construction Inspection Program as detailed below. Anticipate no less than 1440 square feet of floor area within double wide trailer(s) at location to be determined. Provide janitorial services as necessary to keep office clean and orderly. (An allowance has been established to account for the trailer(s), equipment, furnishings and equipment identified below. If so directed by LAWA, the Design Builder shall provide field offices and equipment utilizing the identified allowance).

NOTE: <u>The items listed in the table below shall be NEW.</u>

Construction Site Field Office shall be equipped in accordance with the table below:

Furniture, Services and Equipment	**Agency Inspectors** **Total Quantity**
Minimum square feet of floor area (Doublewide)	**1440**
Full height partitioned office with lockable door as well as a lockable door connecting directly to the exterior. (120 SF min.)	3
Telephone with Dedicated Telephone Lines	3
Dedicated Fax Line	1

Digital Subscriber Lines (DSL)	13 plugs
New Printer-Fax-Scanner-Copier machine (plain paper) with stand, Xerox Work Center Pro 412 or approved equal. The Design Builder shall pay for all costs including supplies, activation and service fees for duration of the project. Printer-Fax-Scanner-Copier shall become property of the City.	1
New Self-loading copier with automatic document feeder with collating and stapling capabilities. The copier shall be able to make 11x17 inch copies. The copier shall be Cannon Model C330D, or approved equal. The Design Builder shall pay for all costs including supplies and service fees for the duration of the project.	1
Additional telephones	10
New Metal double-pedestal desk, 30”x60” with drawers suitable for holding files and with locks	13
Plan table – 5’x 8’	2
Ergonomic office chairs with casters	15
Metal plan table chairs	2
Lockable, four-drawer file cabinets (legal size).	7
3-shelf bookcases	9
Metal plan rack, 12 sticks (5 with 30 sticks total)	
In/Out Mailboxes	19
Lockable metal supply cabinet (36 X 24 X 84)	2
Refrigerator, minimum 18 cubic feet	1
Microwave, minimum 2.0 cubic feet	1
Bulletin board and marker board, 4’ x 8’	2
Wastebasket	13
Refrigerated bottled water dispenser unit, with hot and cold water dispenser and paper cup supply	1
Computers – Pentium 4s or latest model w/19” flat screens. Include full technical and software support package such as VIRUS protection and/or software required to execute LAWA applications.	13
Digital cameras – Model TBD.	2
Color photo printer – Model TBD	1
Supplies – photo printing paper, ink cartridges FOR DURATION OF THE PROJECT.	Yes
Coffee maker w/ supplies – Commercial grade	1

E. Central Plant Operations Interim Offices: Of size to accommodate needs of Central Utility Plant Operations personnel as detailed below. Provide janitorial services as necessary to keep office clean and orderly. It is anticipated that a triple-wide trailer will be required to meet the space requirements for these offices. The trailers shall be outfitted with a ramp, deck, stairs and skirting. Design Builder shall provide these offices prior to demolition activities associated with Phase 2 of CUP Replacement Project. Design Builder shall provide utility connections as required. Offices will be erected at a location to be determined within the Central Terminal Area (CTA). These offices shall be provided a part of the Design Builder’s fixed price proposal.

Furnish and equip offices as follows:

1. Furniture required for documents including file cabinets, plan tables, plan racks, and bookcases.

2. Conference room of sufficient size to accommodate meetings of 15 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot square tack board.

3. Drinking water and private toilet.

4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.

5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

6. Provide three lockable private offices of approximately 225 square feet each and two lockable private offices of approximately 400 square feet each. Equip each office with a desk, 2 chairs, 1 - 4 drawer file cabinets, 1 - 4 shelf book cases, a work table, 1 telephone, and one total separate plain paper fax machine with dedicated line and a computer hook up.

F. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from buildings.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures. To be provided in all temporary enclosed facilities, and where necessary due to hazard for fire as a result of the work.

B. HVAC Equipment: Unless LAWA authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

3. Permanent HVAC System: If LAWA authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities within areas designated by LAWA as shown on the Concept drawings, and where they will serve Project adequately and result in minimum interference with performance of the Work and disruption to airport operations and public activities. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service as allowed by LAWA. Arrange with utility company, LAWA, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully. Should LAWA determine connection to sewers is acceptable, connect temporary sewers to existing system as directed by LAWA. Restore all facilities to condition existing before use.

C. Water Service: Use of LAWA's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to LAWA. At Substantial Completion, restore these facilities to condition existing before initial use.

1. Where water pressure is inadequate, provide pumps to supply minimum 30 psi (200kPa) static pressure at highest point. Equip pumps with surge and storage tanks, and automatic controls to supply water uniformly at reasonable pressures.

2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Use of LAWA's existing toilet facilities is not permitted.

E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

G. Electric Power Service: Use of LAWA's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to LAWA.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

2. Install lighting for Project identification sign.

I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.

1. Provide additional telephone lines for the following:

a. Provide a dedicated telephone line for each facsimile machine in each field office.
b. Install 4 telephone line(s) for LAWA use in the Common use field office and 3 telephone lines in the Central Plant Operations interim office.

2. At each telephone, post a list of important telephone numbers.

a. Police and fire departments.
b. Ambulance service.
c. Design Builder's home office.
d. Engineers' offices.
e. LAWA's office.
f. Principal subDesign Builders' field and home offices.

3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

J. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities. Provide T-1 line in each field office and the Central Plant Operations interim office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide non-combustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.

2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to LAWA.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.

2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Aggregate Bases."

3. Recondition base after temporary use, including removing contaminated material, re-grading, proof-rolling, compacting, and testing.

4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course

pavement before installation of final course according to Division 32 Section "Asphalt Paving."

C. Traffic Controls: Comply with requirements of LAWA and the approved Traffic Management Plan.

1. Protect existing site features to remain including curbs, pavement, and utilities.

2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking:

1. Design Builder employee parking will be permitted in Parking Structure P-2B on a no-fee basis. Parking Structure P-2B is located in the Central Terminal Area, northwest of the Central Utility Plant Replacement Project site. This parking structure is currently not open for public access. To use this facility for Design Builder employee parking, the Design Builder must post personnel, or implement other access control measures acceptable to LAWA, to control ingress and egress at the entrance(s) and exit(s) to prevent unauthorized public access into the garage. Design Builder shall further implement measures to prevent all vehicular traffic from passing between garage P-2A and P-2B via the upper level bridge connector through the use of K-rail barriers or other means acceptable to LAWA.

2. Design Builder shall provide for and accommodate limited LAWA parking access to Parking Structure P-2B. Design Builder shall anticipate that approximately fifty (50) parking spaces shall be provided for the Owner or its representatives.

3. Design Builder shall properly maintain the parking structure in good condition subject to periodic inspection by LAWA. Upon completion of the use of the parking structure, Design Builder shall repair, clean, power wash and perform other such tasks as necessary so as to return the structure in equal or better condition than when originally occupied for Design Builder parking.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities, nor contaminate watersheds.

F. Project Identification and Temporary Signs: Provide Project identification and other signs required by LAWA. Install signs to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.

1. Provide temporary, directional signs for construction personnel and visitors.

2. Maintain and touchup signs so they are legible at all times.

G. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

J. Temporary Elevator Use: Temporary use of new elevators requires the written consent of LAWA. Provide a written description of expected use and weight of goods for review.

K. Existing Elevator Use: Use of LAWA's existing elevators will be permitted, as long as elevators are cleaned and maintained in a condition acceptable to LAWA. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.

1. Do not load elevators beyond their rated weight capacity.

2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

L. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Stairs must meet all safety provisions, including landings, railings, etc.

M. Existing Stair Usage: Use of LAWA's existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to LAWA. At Substantial Completion, restore stairs to condition existing before initial use. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

N. Temporary Use of Permanent Stairs: Cover finished permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Comply with work restrictions specified in Division 01 Section "Summary."

B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 31 Section "Clearing and Grubbing."

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction. Inspect, repair, and maintain

erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."

F. Tree and Plant Protection: Install temporary fencing outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for LAWA. Perform control operations lawfully, using environmentally safe materials.

H. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As directed by Engineer, encompassing all active work areas. This includes CUP area, Utilities distribution areas, Cooling Towers, Laydown area, and other areas of activities.

2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide LAWA with two set of keys.

I. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction of all exposed buildings and facilities. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

K. Covered Walkway: Erect structurally adequate, protective, covered walkway for passage of individuals along adjacent public street(s). In addition, the Design Builder shall create a covered and protected walkway from the eastern exit of the existing CUP extending north, along the patio, to a point of discharge safely outside of the new CUP building and roof structure above. The Design Builder shall maintain this exist at all time for the safe egress of the occupants of the existing CUP. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and LAWA requirements.

1. Construct covered walkways using scaffold or shoring framing.

2. Provide wood-plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.

3. Extend back wall beyond the structure to complete enclosure fence.

4. Paint and maintain in a manner approved by LAWA.

5. Use concrete traffic barrier where pedestrian activity is adjacent to traffic, as defined in Section 015527 Maintenance and Protection of Airport Operations.

L. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

M. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by LAWA from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.

2. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.

3. Insulate partitions to provide noise protection to occupied areas.

4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.

5. Protect air-handling equipment.

6. Weather strip openings.

7. Provide walk-off mats at each entrance through temporary partition.

N. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Prohibit smoking in construction areas.

2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Design Builder. LAWA reserves right to take possession of Project identification signs.

2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as defined in Performance Criteria Section “Site Restoration”.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 015527 – MAINTENANCE AND PROTECTION OF TRAFFIC AND AIRPORT OPERATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. The Work included in this contract will be performed within an operating airport. Design Builder operations will be rigorously coordinated and monitored with and by numerous agencies to insure airport operations continue to function with minimal disruption. To prevent disruptions to vehicular and pedestrian movements within the Central Terminal Area (CTA) the Design Builder shall develop a Traffic Management Plan for submission to and approval by LAWA.

B. This specification covers the requirements for the Design Builder to provide traffic control for work on, within or in the proximity of all roadways in the vicinity of the work, and in particular within the LAX Central Terminal Area. This shall include traffic control on roadways including World Way, Center Way, West Way, adjacent access roads, and access to and from all parking and other LAWA facilities. Traffic control also refers to the maintenance and protection of pedestrian activity within all areas. Traffic control required to accommodate the Design Builder's operations during the performance of the Work shall also be conducted in accordance with these requirements.

C. The installation, maintenance and removal of traffic control devices are the responsibility of the Design Builder, unless otherwise stated. The performance of all work, the property and quality of all materials for traffic controls, and work area maintenance shall conform to the Plans and the latest edition of the "Manual of Uniform Traffic Control Devices," California MUTCD, 2009 Work Area Traffic Control Handbook (WATCH Manual) and all related sections of the Standard Specifications for Public Works Construction, including Section 7-10 "Public Convenience and Safety" and 302-4.4 "Public Convenience and Traffic Control" and Caltrans Standard Specifications, including Section 7-1.08, *Public Convenience*, 7-1.09, *Public Safety*, and Section 12, *Construction Area Traffic Control Devices* as well as these special provisions. The Design Builder must also comply with requirements of the Occupational Safety and Health Administration (OSHA) Parts 1910 and 1926, as well as the California Department of Occupational Safety and Health (Cal OSHA) and the Airports Development Group Safety and Policy Guidelines Manual.

D. Unless the context otherwise requires, wherever in the specifications and other contract documents the following terms (or pronouns in place of them) are used, the intent and meaning shall be interpreted as follows:

- The State – California Department of Transportation
- The City – City of Los Angeles
- The Department – Los Angeles World Airports (LAWA)
- The Director – The Deputy Executive Director of Project and Facilities Division, LAWA
- The Engineer – LAWA
- Laboratory – The City of Los Angeles Department of Standards

PART 2 - PRODUCTS

2.1 TRAFFIC CONTROL

A. The Design Builder shall cooperate with LAWA and their representatives during all matters related to traffic control. The Design Builder will be required to prepare a Traffic Management Plan for each phase of construction for LAWA's approval. Traffic Management Plans are to be prepared and submitted for approval in accordance with the Design Requirements sections of this manual. The Design Builder shall, at all times, maintain strict adherence to approved Traffic Management Plans for each phase of the work.

B. At no times will lanes be closed that are not in the approved Traffic Management Plan. At no time will traffic control devices be modified, unless as directed by LAWA or their representatives.

C. Requirements for temporary lane closures or other temporary interferences with public activity or Airport Operations activity will be in conjunction with lane closure restrictions as provided on the Concept Drawings, and as further stipulated on the approved Traffic Management Plans. No exceptions to these provisions should be assumed by the Design Builder.

D. As part of the Traffic Management Plan, the Design Builder shall develop and document demand to capacity assessments, for projected conditions during all phases of the work characterized by unique lane closures, changes to traffic control devices, and re-routing of traffic, and for all roadway segments affected directly or indirectly by the closures, changes, and re-routings. These assessments shall consider time-of-day variations in demands and capacities on all affected roadway, parking entry/exit, and pedestrian segments. Inadequate capacities may be justification for rejection of those elements of the Traffic Management Plan, or restrictions on times of day that the closures, changes, and re-routings may be permitted. The demand assessments shall be based on actual traffic counts, adjusted to account for seasonal, day-of-the week, and other variations between the surveyed conditions and those projected to occur during the construction activities. While LAWA may provide any available roadway counts and parking entry/exit volumes, the Design Builder should not rely upon this information, but obtain their own independent counts and reconcile any material differences between these counts and the LAWA data.

E. The Design Builder shall maintain Safe Traffic Operations and control at all times. The Design Builder shall routinely observe and document the traffic control setup on a minimum hourly basis, and immediately correct found deficiencies in the setup due to any cause. If the Engineer, or their representative, determines that the traffic control is not safe to the public, the Design Builder shall take immediate steps to correct the situation as directed. The Design Builder shall maintain Access for LAWA personnel to airport areas requiring access at all times, unless temporary closures are approved. The Design Builder shall maintain access for emergency vehicles and personnel at all times.

F. When lanes are closed during work periods only, at the end of each work period, components of the traffic control system (except portable delineators placed along open trenches or excavations adjacent to the traveled way) shall be removed from the traveled way. If the Design Builder elects, traffic control components may be selectively stored off and adjacent to the road at central locations designated by the Engineer. Signs and/or signals must be removed or covered when not in use.

G. Personal vehicles belonging to the Design Builder's employees shall not be parked on the

traveled way including any section closed to public traffic, but shall be limited to areas defined on the approved Traffic Control Plan.

H. All traffic control devices shall be kept in their proper position at all times and shall be repaired, replaced or cleaned as necessary to preserve their appearance and continuity as manufactured. If components in the approved Traffic Management Plan are in disrepair, displaced or cease to operate or function as specified, from any cause during the progress of the work, the Design Builder shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

I. Each vehicle used to place, maintain, and remove traffic devices on a road shall be equipped with a Type II flashing arrow sign, which shall be in operation when the vehicle is being used for placing, maintaining, or removing traffic control devices. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. In addition, persons may not ride on any vehicle which is being used for placing, maintaining, or removing traffic control devices unless secured in a seat with an approved seat belt at all times.

J. Design Builder shall provide lane closures in accordance with the plans for short term and long term lane closures as defined on the approved plans. Maintain traffic to all roads, driveways, parking lots and ramps, and operations facilities on the airport at all times unless approved by LAWA.

K. Design Builder shall provide changeable message signs, flashing arrow boards, and cones/barricades as field conditions warrant and as deemed necessary by LAWA, even if they are not shown on a LAWA-approved Traffic Management Plan.

L. Where TSA or other airport security is in operation, Design Builder must conduct its activities to not disrupt or in any way alter the operational activities of these agencies. Design Builder will adjust its plan to accommodate these activities at any time requested.

M. All temporary traffic control devices shall be removed following completion of each construction stage and the permanent traffic control devices shall be restored by the Design Builder. The Design Builder shall request LAWA inspection and approval of any Design Builder mark-out before the final installation of striping by the Design Builder.

N. Any damage to traffic signal detector loops, conduits, interconnect, or fiber optic cable shall be immediately reported to the Engineer or their representative and repaired immediately by the Design Builder at their own expense. If necessary, as a result of any damage, traffic control is impaired, Design Builder must take immediate steps to rectify situation including provision of flag-person, temporary stop signs, or other devices as directed by LAWA.

2.2 CONTROL OF PEDESTRIAN ACTIVITIES

The Design Builder is required to provide safe passage of pedestrians throughout the LAX Central Terminal Area in a manner that ensures convenience to the public, as well as uncompromised safety. Pedestrian and circulation plans describing any restrictions, closures and alternative routings to those properties adjacent to the work area shall be developed by the Design Builder and approved by LAWA prior to implementation. The plans shall comply with the following standards:

A. All access to and egress from public facilities must be serviced with pedestrian accommodations. In particular, terminal to terminal frontage, and terminal to parking areas must be accommodated in a similar fashion to that provided today.

B. Provision of appropriate walkways, crosswalks, signage and signalization, push-button WALK signals, and other devices are required during all stages of construction. The Design Builder may be required to relocate said facilities, or to cover facilities and provide temporary facilities of similar type and magnitude.

C. Where pedestrian activities are located parallel to and in the vicinity of any vehicular roadway or travel path, continuous K-rail protection and its related crash attenuators must be provided. K-rail shall be continuously used to segregate pedestrians from construction areas and lanes of travel. A 5 foot clear minimum walkway width for pedestrians is required.

D. Other provisions of California MUTCD and Caltrans standard specifications are to be implemented as applicable.

E. Pedestrian walkways including existing sidewalks, temporary asphalt or Portland cement (P.C.C.) shall be explicitly and continuously delineated with protective approved fencing and/or barricading as appropriate. The maximum grade of walkways shall conform to California State Building Code Standards (Title 24 of the California Administrative Code Section 2-3325), and the 1990 Americans with Disabilities Act (ADA).

2.3 WORK AT OR NEAR CONFINES OF FAA JURISDICTION

A. FAA controlled facilities, such as the FAA Air Traffic Control Tower and adjacent facilities at LAX, are under the control and jurisdiction of said authority.

B. Any work or traffic control measures to be implemented in areas where conflict with FAA operations may occur must require FAA approval. The Design Builder must be aware of this and schedule activities accordingly. Failure to provide traffic control plans and work schedules satisfactory to the FAA is no cause for harm or delay.

2.4 WRITTEN SCHEDULE OF TRAFFIC CONTROL ACTIVITIES

A. By noon Monday, on a weekly basis, the Design Builder shall submit a written Schedule of Traffic Control Activities for the following week (defined as Friday noon through the following Friday noon). Traffic control activities include, but are not limited to:

1. Shoulder closure
2. Lane closure
3. Access Road closure
4. Parking facility closure
5. Redirection of traffic within an area or around a facility
6. Redirection or closure of pedestrian travel paths
7. Redirection or closure of any public use facility
8. Redirection or closure of any roads near airport operations facilities
9. Work or traffic control at or near any FAA controlled facility

B. The Design Builder shall prepare a contingency plan for re-opening closures to public traffic. The Design Builder shall submit the contingency plan for a given operation to the Engineer as part of their

weekly written Schedule of Traffic Control Activities If a closure is not re-opened to public traffic by the specified time, work may be suspended by LAWA at any time. The Design Builder may be directed to implement their contingency plan at the Design Builder's expense. The Design Builder shall not install any additional closures until the Engineer has accepted a work plan (submitted by the Design Builder) that will ensure future closures will be re-opened to public traffic at the specified time. The Engineer will have two working days to accept or reject the Design Builder's proposed work plan. The Design Builder will not be entitled to any compensation for the suspension of work resulting from the late re-opening of closures.

2.5 DELAY

A. The Design Builder shall notify the Engineer of any delay in the Design Builder's operations resulting from the following conditions:

1. The Design Builder's proposed closure schedule is denied and his planned closures are within the time frame allowed for closures. The Design Builder will not be entitled to any compensation for amendments to the closure schedule that are not approved.

2. The Design Builder is denied a confirmed closure.

B. If, in the opinion of the Engineer, the Design Builder's controlling operation is delayed or interfered with by these conditions, and the Design Builder's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment, and plant, the delay will be considered a right of way delay within the meaning of the WATCH manual. Compensation for the delay will be determined in conformance with the provisions in the WATCH manual.

PART 3 - EXECUTION (Not Used)

END OF SECTION 015527

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

B. Project Criteria: Volume 2, Section 5.0 Landscape Design

1.2 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.3 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches above the ground for trees up to, and including, 4-inch size; and 12 inches above the ground for trees larger than 4-inch size.

B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction.

C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.

D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Verification: For each type of the following:

1. Organic Mulch: 1-pint volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.

2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.

3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree.

2. Location on site plan. Include unique identifier for each.

3. Reason for pruning.

4. Description of pruning to be performed.

5. Description of maintenance following pruning.

D. Qualification Data: Submit qualifications of qualified arborist and tree service firm.

E. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

F. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work. This includes trees and shrubs that are to be removed, stored, and replanted.

G. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities

1. Use sufficiently detailed photographs or videotape.

2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.5 QUALITY ASSURANCE

A. Arborist Qualifications: Licensed arborist in the State of California.

B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

1.6 PROJECT CONDITIONS

A. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.

2. Parking vehicles or equipment.

3. Foot traffic.

4. Erection of sheds or structures.

5. Impoundment of water.

6. Excavation or other digging unless otherwise indicated.

7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other non-soil materials.

1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.

2. Topsoil: Imported or manufactured topsoil complying with ASTM D 5268.

B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:

1. Type: Ground or shredded bark.

2. Size Range: 3 inches maximum, 1/2 inch minimum.

3. Color: Natural.

C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements. Previously used materials may be used when approved by LAWA.

1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch- diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- OD line posts, and 2-7/8-inch- OD corner and pull posts; with 1-5/8-inch- OD top rails; and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

a. Height: 6 feet Retain first subparagraph below if retaining polymer coating.

b. Polymer-Coating Color: Green. Where further used to delineate a construction zone, provide orange construction fencing outside of limits of green protective zone fencing.

2. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet apart.

   a. Height: 4 feet
   b. Color: High-visibility orange, nonfading.

3. Gates: Double swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 36 inches.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion and sedimentation control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Tie a 1-inch blue-vinyl tape around each tree trunk at 54 inches above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operation.

C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated.

1. Apply 4-inch average thickness of organic mulch. Do not place mulch within 6 inches of tree trunks.

3.3 TREE- AND PLANT-PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people and animals from easily entering protected area except by

entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.

2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to LAWA.

3. Access Gates: Install and adjust to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by LAWA. Install one sign spaced approximately every 50 feet on protection-zone fencing, but no fewer than four signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.

D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by LAWA.

E. Maintain protection-zone fencing and signage in good condition as acceptable to LAWA and remove when construction operations are complete and equipment has been removed from the site.

1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.

2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Division 31 Section "Excavation and Embankment."

B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.

C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.

D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

E. Treat plants that are temporarily stored prior to replanting in accordance with above.

3.5 ROOT PRUNING

A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:

1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.

2. Cut Ends: Coat cut ends of roots more than 1-1/2 inches (38 mm) in diameter with an emulsified asphalt or other coating formulated for use on damaged plant tissues and that is acceptable to arborist.

3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.

4. Cover exposed roots with burlap and water regularly.

5. Backfill as soon as possible according to requirements in Division 31 Section "Earth Moving."

B. Root Pruning at Edge of Protection Zone: Prune roots 12 inches outside of the protection zone, by cleanly cutting all roots to the depth of the required excavation.

C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:

1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.

2. Pruning Standards: Prune trees according to ANSI A300 (Part 1).

3. Cut branches with sharp pruning instruments; do not break or chop.

4. Do not apply pruning paint to wounds.

B. Chip removed branches and dispose of off-site.

3.7 REGRADING

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.

1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by LAWA.

1. Submit details of proposed root cutting and tree and shrub repairs.

2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.

3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.

4. Perform repairs within 24 hours.

5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by LAWA.

B. Trees: Remove and replace trees indicated to remain that are more than 50 percent dead or in an unhealthy condition or are damaged during construction operations that LAWA determines are incapable of restoring to normal growth pattern.

1. Provide new trees of same size and species as those being replaced for each tree that measures 6 or smaller in caliper size.

C. Soil Aeration: Where directed by LAWA, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch diameter

holes a minimum of 12 inches (300 mm) deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off LAWA's property. In accordance with LAWA Sustainability Provisions, look for reuse of materials as mulch or compost.

END OF SECTION 015639

SECTION 015713 – TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 GENERAL

A. This item shall consist of temporary control measures as shown on the plans or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation through the use of berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

B. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

C. Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

D. Provide a Temporary Erosion and Sediment Control Plan in accordance with LAWA Sustainable Airport Guidelines. Refer to Section 018113 “LEED Design and Sustainable Construction Requirements” for requirement details.

1.2 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

B. The following specification is based upon FAA AC 150/5370-10C, Standards for Specifying Construction of Airports. Modifications have been made where appropriate to account for local conditions and project specifics.

PART 2 - PRODUCTS

2.1 GRASS. Grass that will not compete with the grasses sown later for permanent cover shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover.

2.2 MULCHES. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials.

2.3 FERTILIZER. Fertilizer shall be a standard commercial grade and shall conform to all Federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

2.4 SLOPE DRAINS. Slope drains may be constructed of pipe, fiber mats, rubble, Portland cement concrete, bituminous concrete or other materials that will adequately control erosion.

2.5 SILT FENCE. Silt fence shall have steel posts with a minimum length of 48 in., unless otherwise shown on the plans. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot. Wire mesh backing support shall be at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans. Fabric shall be a woven geotextile conforming to Caltrans requirements. Staples shall have crown at least 3/4 in. wide and legs 1/2 in. long.

2.6 ROCK BERMS. Aggregate for rock berms shall be 4 to 8 inch diameter with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Wire mesh and ties shall be minimum 20 gauge galvanized steel. Wire mesh shall be woven with a maximum opening size of 1 inch.

2.7 STABILIZED CONSTRUCTION ENTRANCE. Aggregates for stabilized construction entrances shall have a 3 to 5 inch diameter and shall be clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. All construction entrances shall be provided with approved rumble strips. Rumble strips shall be cleaned daily or more often as conditions warrant.

2.8 OTHER. All other materials shall meet commercial grade standards and shall be approved by the Engineer before being incorporated into the project.

PART 3 - EXECUTION

3.1 GENERAL. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply. The Design Builder shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved. The Engineer will review the work for general compliance, but such review does not relieve the Design Builder from its responsibilities in this matter.

3.2 SCHEDULE. Prior to the start of construction, the Design Builder shall submit schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Design Builder shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer. Refer to Section 013300 “Submittal Procedures”.

3.3 AUTHORITY OF ENGINEER. The Engineer has the authority to limit the surface area of erodable earth material exposed by clearing and grubbing, to limit the surface area of erodible earth material exposed by excavation, borrow and fill operations, and to direct the Design

Builder to provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment.

3.4 CONSTRUCTION DETAILS

A. The Design Builder will be required to incorporate all permanent erosion and sedimentation control features into the project at the earliest practicable time as outlined in the accepted schedule. Except where future construction operations will damage slopes, the Design Builder shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and sedimentation control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion and sedimentation that develops during normal construction practices, but are not associated with permanent control features on the project.

B. Where erosion and sedimentation is likely to be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion and sedimentation control features can follow immediately thereafter if the project conditions permit; otherwise, temporary erosion and sedimentation control measures may be required between successive construction stages.

C. The Engineer will limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Design Builder's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current, in accordance with the accepted schedule. If seasonal limitations make coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

D. In the event that temporary erosion and sedimentation control measures are required due to the Design Builder's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or are ordered by the Engineer, such work shall be performed by the Design Builder at his/her own expense.

E. The Engineer may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of project conditions.

F. The erosion and sedimentation control features installed by the Design Builder shall be acceptably maintained by the Design Builder during the construction period.

G. Whenever construction equipment must cross watercourses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures must be provided.

H. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto.

END OF SECTION 015713

SECTION 015719 – WATERING

PART 1 - GENERAL

1.1 GENERAL

A. Project Criteria, drawings, and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this section.

B. Watering shall consist of furnishing and applying water as required for compaction of embankments, subgrades, sub-base or base courses, dust control and miscellaneous other construction needs.

PART 2 - PRODUCTS

2.1 All water for dust control purposes shall be recycled water provided via the City of Los Angeles recycled waterline. Request locations of available recycled water supply source (s).

2.2 Water for other construction purposes, concrete production, Econocrete production, lime-treated subgrade, etc. shall be potable water from commercial sources.

PART 3 - EXECUTION

3.1 **FURNISHING WATER** The Design Builder shall provide and maintain, at the Design Builder's own expense, an adequate supply of water of a quality suitable for the required construction and for domestic use. The Design Builder shall investigate the availability of suitable water, make all arrangements for the purchase of the water, and provide all facilities necessary to furnish water for his use during construction. The Design Builder shall not draw any water from a fire hydrant for use on the work without first obtaining a written permit and meter from the City of Los Angeles Water Department.

3.2 **DUST CONTROL AND PAVEMENT CLEANING** In case water is to be furnished from mains owned and controlled by Los Angeles World Airports, this permission must be obtained from the Airports Engineer. An Eddy Valve approved by the Engineer shall be supplied by the Design Builder, at Design Builder's own expense, for any connection to Los Angeles World Airports water mains.

A. The Design Builder shall keep available at the job site, at all times, any and all equipment needed to maintain dust control and cleaning of pavements affected by Design Builder operations, and shall use this equipment as needed to keep all work areas swept clean of debris, to the satisfaction of the Engineer. Equipment shall be stationed within work areas to provide swift response as needed, i.e., active taxiway crossings, etc. The Design Builder shall

provide a minimum of two water trucks/sweepers, Tymco Model 600, or approved equal and four operational vacuum sweeper trucks for the entire duration of the project for dust control purposes.

END OF SECTION 015719

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Interface and coordinate the work of this Section with Project Design Criteria, Specifications, drawings, and General and Special Conditions of the Contract.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products and materials for use in Project; product, appurtenances and accessories, packaging, handling, delivery, and storage, material safety data sheets, manufacturers' standard warranties and special warranties on products;;

1.3 MEASUREMENT AND PAYMENT

A. Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Bid Schedule of the Bid Form, or incidental to the Work.

1.4 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Concept Documents.

2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.

3. Comparable Product: Product that, in LAWA's sole judgment, is demonstrated and approved through submittal process, or where indicated as a product substitution, to have indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

4. Recycled Content Product (RCP): Product that contains any amount of either or both secondary or primary postconsumer material.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those specified by the Project Criteria, Concept Documents and Performance Specifications.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

A. Refer to Section 013300 Submittal Procedures.

1.4 QUALITY ASSURANCE

A. Materials, equipment, appliances, fixtures, and fabricated assemblies to be incorporated in the Work shall be new, except as may be indicated or specified otherwise in the Contract Documents.

B. Materials, equipment, assemblies, and systems shall be manufactured, fabricated, handled, and incorporated into the Work so as to ensure completed work meeting the Contract requirements.

C. Additional quality assurance provisions for materials and equipment are specified in Section 014000 – “Quality Requirements”.

D. VOC Regulations - Materials shall comply with the current, applicable regulations of the Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the Metropolitan Los Angeles Air Quality Management District governing permissible content of volatile organic compounds (VOC).

E. Appurtenances and Accessories

1. Products to be incorporated in the Work shall be furnished as complete assemblies or systems with all appurtenances and installation anchors, fasteners, and accessories, as required, to provide a complete and finished product installation.

2. Installed products with moving parts shall be fully operable at proper settings and levels in accordance with the respective manufacturers' instructions and recommendations.

F. Compatibility of Options: If Design Builder is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each Design Builder is responsible for providing products and construction methods compatible with products and construction methods of other Design Builders.

2. If a dispute arises between Design Builders over concurrently selectable but incompatible products, LAWA or their designee will determine which products shall be used.

1.5 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Concept Documents and Project Criteria, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. LAWA reserves the right to limit selection to products with warranties not in conflict with requirements of the Project Criteria Documents.

4. Where products are accompanied by the term "as selected," LAWA will make selection.

5. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

6. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements. Comparable products or substitutions for Design Builder's convenience will only be considered in accordance with Section 012500 "Substitution Procedures". However, Design Builder submittals in accordance with Substitution procedures does not imply acceptance of substitution by LAWA, or that LAWA will accept said product.

2. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Design Builder's convenience will only be considered in accordance with Section 012500 "Substitution Procedures". However, Design Builder submittals in accordance with Substitution procedures does not imply acceptance of substitution by LAWA, or that LAWA will accept said product.

3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Section 012500 "Substitution Procedures" for consideration of an unnamed product or system.

4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Section 012500 "Substitution Procedures" for consideration of an unnamed product by the other named manufacturers.

1.6 PRODUCT WARRANTIES

A. As part of the Design Process, the Design Builder's Designer is expected to propose Products that meet the intent of LAWA's program, and that are furnished with warranties of length and terms meeting industry standards for the product. As part of the Design Submittal process, the Designer should provide a list of products proposed, and their warranty. LAWA is the sole determinant of the suitability of a product to satisfy the program, and to the suitability of its warranty.

B. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Design Builder of obligations under requirements of the Contract Documents.

1. Equipment warranties are to be for 12 months of operation, at a minimum, from time of LAWA acceptance of possession of equipment.

2. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to LAWA.

3. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for LAWA.

4. For special extended warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution; use the manufacturer's Standard Form, modify to include Project-specific information.

5. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.

6. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

1.7 TRANSPORTATION AND DELIVERY

A. Deliver and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Arrange deliveries of materials and equipment in accordance with the Detailed Project Schedule specified in Section 013200 – "Construction Progress Documentation", and coordinate to avoid conflict with work and conditions at the site.

C. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

D. Deliver materials in undamaged condition, in manufacturers' original containers or packaging (where applicable), with identifying labels intact and legible. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

E. Deliver cement, prepared dry mortar mixes, grouting material, plaster, and coloring material in original, unopened and sealed containers, bearing the brand and manufacturer's name.

F. Refer also to the individual Specifications Sections for detailed requirements as applicable.

1.8 STORAGE AND PROTECTION

A. Store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. The receiving, storage, quality, and inventory control of equipment and materials required for the Work of this Contract shall be the sole responsibility of the Design Builder. Arrange storage to provide easy access for inspection and identification of each shipment.

C. Store materials in such a manner as to ensure the preservation of their quality and fitness for the work and to facilitate inspection.

D. Provide sheltered, weather-tight, or heated weather-tight storage as required to protect materials and equipment from weather damage and corrosion.

E. Store manufactured materials in accordance with the various manufacturers' instructions, with seals and labels intact and legible. Maintain temperature and humidity within the ranges required by the various manufacturers' instructions.

F. Provide blocking, platforms, pallets, or skids for materials and equipment subject to damage by contact with earth or pavement. Provide clearances from adjacent surfaces for stored materials requiring natural ventilation.

G. Store packaged materials in their original unbroken packages or containers.

H. Protect materials and equipment from damage and corrosion during warehousing operations.

I. Perform periodic inspections of stored materials to assure that materials are maintained under specified conditions, and are free from damage or deterioration.

J. Continue protection of materials and equipment from damage and corrosion after installation until final acceptance of the Work.

K. Refer also to the individual Specifications Sections for detailed requirements, as applicable.

1.9 MATERIAL SAFETY DATA SHEETS (MSDS)

A. The Design Builder shall furnish MSDS for all materials to be incorporated in the Work. A file drawer or drawers shall be provided in the Design Builder's field office (or other acceptable location) for the filing of all MSDS. MSDS shall be filed in accordance with Specifications' Section numbers, and shall be readily available to the Engineer, jurisdictional inspection authorities, and all personnel engaged in the Work.

B. MSDS for material that are flammable or otherwise hazardous shall be posted on a bulletin board provided for this specific purpose. This bulletin board shall be located at the site, sheltered from rain and wind, and shall be readily accessible to all personnel engaged in the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017113 – MOBILIZATION/DEMOBILIZATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings, and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

1.2 DESCRIPTION

A. MOBILIZATION. Mobilization shall consist of obtaining all required insurance, bonds and permits; preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; preparation of a construction schedule; furnishing and erecting field offices, laboratory, crushing and batch plants, and other facilities necessary for work on the project; badging and training of flaggers, escorts, gate guards and other employees as specified herein; and all other work which must be performed or cost incurred prior to beginning work on the various contract items at the project site.

1.3. PRINCIPAL ITEMS OF MOBILIZATION.

A. Mobilization shall include the following principal items:

1. Insurance as required by the Contract.
2. Bonds as required by the Contract.
3. Permits for this project as defined in several sections of the document, including Division 01 Section “Environmental Requirements”.
4. The Design Builder's approved Construction Schedule as required by Division 01 Section, *Construction Progress Documentation*.
5. Establishing the Design Builder’s Laydown Area
6. Training of all flaggers, gate guards, escorts and other employees, as required by Division 01 Section, *Safety and Security Requirements.*
7. Moving onto the Site all equipment required for startup of construction.
8. Posting all required OSHA notices and establishing on-site safety programs.
9. Submittals of Shop and Co-ordination Drawings for startup of construction, as defined in Division 01 Section, *Submittal Procedures.*
10. Other activities required to establish the project site, as defined in Division 01 Section, *Project Management and Coordination,* and other project documents.

11. Moving onto the site of the Design Builder's plant and equipment as required.

12. Installing temporary construction power and wiring

13. Establishing fire protection system for its temporary facilities

14. Installation of construction water supply

15. Providing field office trailers for the Design Builder, complete with all specified furnishings and utility services including telephones.

16. Providing connections to onsite sanitary facilities and potable water facilities as specified

17. Arranging for and erection of the Design Builders work and storage yard

18. Submittal of all required subcontractor insurance certificates and bonds

19. Provide personnel and procedures to attain badging for workforce

20. Badging of personnel and securing Customs Seals, as necessary

21. Providing The Engineer's field office requirements

B. Mobilization on site cannot occur without startup procedures having been accepted by LAWA. Refer to other sections of Division 01 for startup requirements, including activities identified here, and others.

1.4 DEMOBILIZATION. Demobilization shall include removal of construction facilities; including all utilities, equipment off the Site, and final cleanup of the Site after completion of the Project to the satisfaction of the Engineer.

PART 2 – PRODUCTS (Not Included)

PART 3 – EXECUTION (Not Included)

END OF SECTION 017113

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Coordination of LAWA-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.
9. Activation and Turnover

1.3 PERFORMANCE OF WORK

Design Builder shall be responsible for achieving the Milestone dates in the Project Milestone Schedule. The schedule may be revised as a result of the Design Builder's proposal.

1.4 DESIGN BUILDER'S RESPONSIBILITIES

A. Design Builder shall design and construct the Project in consideration for LAWA's payment of the Stipulated Sum. Sum may be adjusted pursuant to the provisions of this Agreement.

B. The facility operates on a 24-hour / 7- day-a-week basis. At no time shall the Design Builder turn off an operating system(s) or reduce the reliability and/or redundancy of the Existing CUP or any other airport facility without providing a completely functional and equivalent back-up or new equipment (tested and successfully commissioned for complete operation) to replace it. Any such replacement must be approved by LAWA, and the backup system must be in place, tested,

and operational before any shutdown is allowed. Design Builder agrees to notify LAWA in writing of scheduled shut-downs or tie-ins of all systems and may only proceed upon agreement with LAWA. The notification shall be at least 15 working days prior to the planned event.

C. See also Section 013100 “Project Management and Coordination”

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

D. Certified Surveys (Post Construction): Submit two copies signed by land surveyor.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment. Refer to Section 016000 “Product Requirements”.

1.7 WARRANTY

A. Refer to Section 016000 “Product Requirements” for Warranty Information.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections. For projects requiring compliance with sustainable design and construction practices and procedures, utilize products that comply with requirements of Division 01 Section "LEED Design and Sustainable Construction Requirements."

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to LAWA for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and facilities indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, and during project design, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to LAWA that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction. A preliminary listing of this information should be prepared during the Design Phase, reviewed by the Design Builder in the field, and then confirmed before the start of construction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.3 CONSTRUCTION LAYOUT

A. Verification: During design, evaluate layout information and determine suitability for the work. Incorporate information into Design Builder's prepared Construction Drawings. Before proceeding to lay out the Work, confirm layout information shown on Design Builder's prepared Construction Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify LAWA promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.

3. Inform installers of lines and levels to which they must comply.

4. Check the location, level and plumb, of every major element as the Work progresses.

5. Notify LAWA when deviations from required lines and levels exceed allowable tolerances.

6. Close site surveys with an error of closure equal to or less than the standard established by the City of Los Angeles Department of Buildings and Services.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by LAWA.

3.4 FIELD ENGINEERING

A. Identification: Refer to the Concept Drawings for existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of LAWA. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to LAWA before proceeding.

2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.

3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.

E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey. Coordinate with LAWA as to whether the prepared survey should reference other property surveys, and what reference information should be provided.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

2. Prepare a separate survey that indicates, in whole, the FAA leased property, encompassing the Air Traffic Control Tower and related facilities. Coordinate with FAA, regarding requirements and access to site. Show improvements to property, and their relationship to the FAA lease line. Provide one copy of the finished survey for FAA possession, and two for LAWA possession.

3. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated. Installation and start-up of major equipment items including but not limited to: Chillers, Steam and Gas turbines, HRSG units, Cooling towers and Pumps are to be supervised by Manufacturer's Service representative. Application of protective coatings and insulation shall be performed by workers trained by the manufacturer and under the supervision of a manufacturer's representative.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, and there is not an industry or code standard regarding mounting of an element, mount components at heights directed by LAWA.

2. Allow for building movement, including thermal expansion and contraction.

3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 LAWA-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for LAWA's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by LAWA's construction personnel.

1. Construction Schedule: Inform LAWA of Design Builder's preferred construction schedule for LAWA's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify LAWA if changes to schedule are required due to differences in actual construction progress.

2. Pre-installation Conferences: Include LAWA's construction personnel at pre-installation conferences covering portions of the Work that are to receive LAWA's work. Attend pre-installation conferences conducted by LAWA's construction personnel if portions of the Work depend on LAWA's construction.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

   a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "Testing and Commissioning."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass, finished surfaces, or reflective surfaces.

3.11 ACTIVATION AND TURNOVER OF THE WORK

A. Activation and turnover refers to the process of LAWA taking over operation of and responsibility for the new Central Utility Plant systems.

B. Design Builder shall participate in and take responsibility for Planning of Activation and Turnover of the systems in the CTA Replacement CUP.

C. Design Builder is responsible for commissioning and placing into operation of the new CUP equipment and systems and operating the equipment and systems until LAWA formally accepts responsibility.

D. Decommissioning and demolition of the existing Central Utility Plant – upon formal Notice to Proceed from LAWA Design builder will commence decommissioning and demolition of the existing CUP.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Interface and coordinate the work of this Section with Project Design Criteria, Specifications, drawings, and General and Special Conditions of the Contract.

B. Related Sections include the following:

1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 15 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.

3. Products: List products to be used and firms or entities that will perform the Work.

4. Dates: Indicate when cutting and patching will be performed.

5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

7. Details and calculations shall be prepared by or under direct supervision of, sealed, and signed by professional engineer.

8. LAWA's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operating elements include, but are not limited to:
   1. Primary operational systems and equipment.

   2. Air or smoke barriers.

   3. Fire-suppression systems.

   4. Mechanical systems piping and ducts.

   5. Control systems.

   6. Communication systems.

   7. Security Systems

   8. Conveying systems.

   9. Electrical wiring systems.

   10. Operating systems of special construction in Division 13 Sections.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety. Miscellaneous elements include, but are not limited to:

   1. Water, moisture, or vapor barriers.

   2. Membranes and flashings.

   3. Exterior curtain-wall construction.

4. Structural Systems

5. Equipment supports.

6. Piping, ductwork, vessels, and equipment.

7. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in LAWA's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.

5. Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Mechanical Services: Provide hot tap and like stoppers as required to install valves for proper phasing of heating and chilled water pipes.
7. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Project Criteria, drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 General Requirements, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging non-hazardous demolition and construction waste
2. Recycling non-hazardous demolition and construction waste.
3. Disposing of non-hazardous demolition and construction waste.
4. Tracking and reporting of demolition and construction waste disposal.

B. Project Scope: Requirements include all activities related to demolition, construction, and punch-list, and project close-out.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale, donation or documented hand over for re-use.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work or intended re-use by others.

G. Non-Recyclable: All waste materials that are not to be recycled, due to contamination, lack of recycling facilities or salvage options.

H. Source Separation: Materials that are separated on-site by category.

I. Co-Mingled: Several types of construction waste that are combined in a single container. Co-Mingling of waste must be approved by the identified recycling facility.

J. Hazardous Waste: Any substance whose handling and/or disposal is regulated as hazardous waste by local, state, or federal authorities.

K. Categories of salvageable or recyclable waste include the following:

1. Concrete, Masonry, and Other Inert Fill Material: concrete, brick, rock, broken up asphalt pavement, clay, and other inert (non-organic) materials.

2. Metals: metal scrap including iron, steel, copper, brass, and aluminum; includes beverage containers, packaging materials (such as metal banding), fencing, reinforcing bar, wiring, plumbing, etc.

3. Untreated Wood: unpainted, untreated dimensional lumber, wood edging, wood shipping pallets, etc. Does not include pressure treated or creosote treated wood.

4. Engineered Wood Products: plywood, oriented strand board, masonite, particleboard, manufactured trusses and beams, and glue-laminated timbers.

5. Gypsum Wallboard: excess drywall construction materials including cuttings, other scrap, and excess materials.

6. Cardboard: clean, corrugated cardboard such as used for packaging, etc.

7. Paper Goods:

   a. Office paper: includes any paper, such as manufacturer instruction, specification sheets, files, correspondence, packaging, stiffeners, etc.
   b. Newsprint: shredded or whole newspaper goods.

8. Plastic: beverage containers, packaging materials (such as polystyrene “peanuts” and expanded polystyrene), containers (other than those used for hazardous materials), vinyl products, etc.

9. Glass: includes glass beverage containers, and recyclable glass building materials.

10. Insulation: rigid foam, batt, and loose fill insulation materials.

11. Carpet: face fiber, backing, padding, and carpet cushion scrap.

12. Paints: unused portions of paints and coatings applied on-site.

13. Fabric: uncontaminated fabric scraps.

14. Rubber: uncontaminated rubber scraps, including but not limited to recycled-content rubber flooring, rubber edging, tires that are no longer serviceable, etc.

15. Other: any additional materials identified on-site to be valued for salvage, reuse, or recycling by the Design Builder, Owner, Construction Manager, or Architect.

1.4 PERFORMANCE REQUIREMENTS

A. General: Achieve minimum end-of-project rates for salvage/recycling of total non-hazardous solid waste including unused construction materials, generated by the Work in accordance with the LAWA Sustainable Airport Planning, Design, and Construction Guidelines. D/B Design Builder shall implement procedures to minimize the creation of construction and demolition waste on the job site. As many of the non-hazardous waste materials as economically feasible shall be reused, salvaged, or recycled. LAWA's requirement for waste diversion is at least 75 percent (by weight), in order to minimize waste disposal in landfills.

B. Design Builder shall maximize the reuse or recycling of all non-hazardous demolition and construction debris including unused construction materials, and shall minimize the diversion to landfill of all non-hazardous demolition and construction debris. Design Builder shall properly sort and segregate all materials prior to disposal and demonstrate just cause and reasoning as to why any construction and demolition waste material or debris is to be diverted to landfill.

C. To facilitate construction waste diversion, implement the following strategies for site construction materials:

1. Site clearing and grubbing materials: process into useable planting bed mulch.

2. Asphalt concrete paving: crush for re-use in the makeup of Processed Miscellaneous Base (PMB) (Section 321123B, *Untreated Base*), or dispose to asphalt recycling as recycled asphalt product for use in the making of new asphalt concrete pavement.

3. Concrete: Crush for re-use in the makeup of Processed Miscellaneous Base (PMB) (Section 321123B, *Untreated Base*).

4. Masonry materials: Crush for re-use in the makeup of Processed Miscellaneous Base (PMB) (Section 321123B, *Untreated Base*).

5. Metal: dispose for recycling.

6. Wood materials: clean, remove fasteners from larger pieces of dimensional lumber. Consider directing to reuse streams where available. Miscellaneous lumber may be processed into wood mulch for other uses.

7. Glass: may be directed to recycling for use in manufacture of other glass products.

8. Gypsum board: may be directed to recycling for use in the manufacture of new gypsum board.

9. Carpet and carpet padding: designate for reuse or direct to carpet manufacturers for reclamation where available. Recycle foam padding.

10. Paper and cardboard: may be directed to recycling for use in the manufacture of recycled paper based products.

11. Selective demolition components: care should be taken to salvage certain materials that may allow for their practical reuse.

12. Acoustic ceilings: reclamation of acoustic ceiling products through manufacturer recycling programs. Metal supports disposed of as metal recycling.

13. Plastic: Separate from other products and direct to plastics recycling facilities.

14. Organic Waste: may be directed to decomposition facilities for use in the production of general compost or fertilizer products.

15. General Garbage: Waste construction and demolition debris products, not acceptable for recycling or re-use, designated for disposal at registered landfill sites.

16. Unused Construction Materials: Return to point of purchase or supply for surplus products or materials not incorporated into the work. Alternatively, unused construction material may be identified as returned to Design Builder inventory for future.

1.4 ACTION SUBMITTALS

A. Construction Waste Management Plan: Submit plan within 10 days of for the Notice of Award.

B. Temporary Portable Truck Scales: Type, details, intended location and management of temporary portable scale facilities. Submit within 10 days of the Notice of Award.

1.5 INFORMATIONAL SUBMITTALS

A. Construction Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information for each type of waste:

1. Material type and category.

2. Generation point of waste.

3. Total quantity of waste in tons.

4. Certified waste receivers for each type of waste.

5. Quantity of waste salvaged, both estimated and actual in tons.
6. Quantity of waste recycled, both estimated and actual in tons.

7. Total quantity of waste recovered (salvaged plus recycled) in tons.

8. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

9. Description of materials, reasoning, and total quantities in tons of construction and demolition waste and debris disposed at landfill sites.

B. Construction Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Refer to LAWA Sustainable Airport Planning Design and Construction Guidelines for submittal requirements to document the requirements and points to be attained during construction.

H. Qualification Data: For waste management coordinator and refrigerant recovery technician.

I. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: LEED Accredited Professional, certified by USGBC. Waste management coordinator may also serve as LEED coordinator.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Waste Management Preconstruction Conference: Conduct conference at Project site. Review methods and procedures related to waste management including, but not limited to the following:

1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
2. Review requirements for documenting quantities of each type of materials that will be salvaged, recycled or disposed of as waste.
3. Review and finalize procedures for materials separation and verify adequate availability of containers and bins needed.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.

D. Regulatory Requirements: Comply with all applicable federal, state, and local ordinances and regulation requirements for recycling and waste management.

1.7 CONSTRUCTION WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements of this section. Plan shall consist of waste identification and waste reduction work plan. Indicate quantities by weight in tons and use same units of measure throughout waste management plan.

B. Construction Waste Identification: Indicate anticipated types and quantities of demolition and site-clearing waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Construction Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, materials sorting and handling, waste receivers, and transportation procedures. Name the recycling, material recovery facility or landfill facility receiving recycling or waste materials.

The Work Plan should include the following:

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste, including sizes of containers, container labeling, and designated location on Project Site where materials separation will be located; and intended method of transport to waste receiving facilities.

D. Not Recyclable: Provide documentation to justify decision to not recycle any item, due to contamination, hazardous material, or other reasoning.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved Waste Management Plan. Provide handling, sufficient containers, storage, container labeling/signage, transportation, and other items as required to implement Construction Waste Management Plan during the entire duration of the Contract.

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute Waste Management Plan to entities concerned within three days of submittal return, prior to when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

2. Training should include on-site instruction on appropriate separation, handling, recycling, and salvaging methods to be used by all parties.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for sorting and separating materials that are to be salvaged, recycled, reused, donated, and sold.

2. Comply with Special Provisions Section 7, Responsibilities of the Design Builder, and Section 11, Environmental Requirements, for controlling dust and dirt, environmental protection, and noise control.

E. Source Separation: Separate, store, protect, and handle at the project site all identified recyclable and salvageable waste products to prevent contamination of materials and maximize recyclability and salvageability of materials.

F. Collection: Arrange for timely pickups from the site or deliveries to approved recycling facilities of designated waste materials to keep construction site clear and prevent contamination of recyclable materials. Maintain records accessible to LAWA verification of construction waste materials recycling.

G. Delivery Receipts: Keep and maintain records of all deliveries to recycling facilities and all pickups of waste materials at the site by others as specified above.

H. Salvage and Reuse: Provide protective handling and storage as required for all items identified for salvage and reuse.

I. Non-Recyclable Waste: Collect and segregate non-recyclable waste for delivery to a permitted landfill site.

J. Hazardous Waste: Control and dispose of hazardous waste in accordance with local, state, and federal regulations.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:

1. Crush asphalt, masonry materials, and PCC pavement for reuse as Processed Miscellaneous Base (PMB). Excess PMB shall remain the property of the Owner, and

shall be transported and stockpiled at a site on Airport property designated by the Engineer.

2. Clean other salvaged items designated for hand over or re-use.

    a. Pack or crate items after cleaning. Identify contents of containers.
    b. Store items in a secure area until installation.
    c. Protect items from damage during transport and storage.
    d. Where indicated, install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Not permitted on Project site. Transference to be conducted away from the site.

3.3 RECYCLING DEMOLITION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Design Builder.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

    a. Inspect containers and bins for contamination and remove contaminated materials if found.
    b. Remove and replace loaded containers or bins when demand requires, but not less than weekly.
    c. Containers or bins must be clean (no mud, adhesives, solvents, petroleum contamination, etc) and debris-free. Do not deposit materials in containers until clean and suitable for recyclable deposits. Alert Waste Management Coordinator to situation immediately.

2. Stockpile materials designated for site process.
3. Stockpile materials away from construction area.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.
6. All demolition material shall be measured by weight prior to disposal off-site or to designated stockpile.

    a. Provide temporary portable truck scale facilities for the measurement of waste disposal. Scales shall be calibrated and suitably sized to measure anticipated bulk loads of waste.
    b. Scales shall be located to ensure that all construction and demolition debris and waste is controlled, measured and documented prior to leaving the worksite.
    c. Maintain temporary scale facilities for the duration of the work.

3.4 RECYCLING DEMOLITION WASTE

The following is not intended to be an exhaustive list of the types or methods to be used in the handling and disposition of waste generated by construction or demolition Work. The Design Builder shall, in all cases, develop and implement a plan to properly sort and segregate all construction and demolition debris and waste, and dispose for recycling or re-use when possible.

A. Asphalt Concrete Paving: Excavate and crush asphalt concrete paving to gradation specified in Section 321123B, Untreated Base, for reuse as Processed Miscellaneous Base. Asphalt Concrete Paving shall be segregated from deleterious materials and removed to designated location for crushing. Alternatively, asphalt concrete paving may be disposed at asphalt recycling facilities for use as recycled asphalt product in other projects.

B. Structural, miscellaneous concrete and Portland Cement Concrete Paving: Excavate and crush concrete paving to gradation specified in Section 321123B, Untreated Base, for reuse as Processed Miscellaneous Base. Remove all reinforcement and other metals from concrete and sort with other metals. Portland Cement Concrete shall be removed to designated location for crushing.

C. Masonry: Crush masonry to gradation specified in Section 321123B, Untreated Base, for reuse as Processed Miscellaneous Base. Remove metal reinforcement, anchors, and ties from masonry and sort with other metals. Masonry shall be removed to designated location for crushing.

D. Wood Materials: Clean, remove fasteners from larger pieces of dimensional lumber. Consider directing to reuse streams where available. Miscellaneous lumber may be processed into wood mulch for other uses.

E. Site clearing and grubbing materials: Break down to manageable size and pulverize on site into planting bed mulch. Deliver processed mulch to a stockpile within the airport site as designated by the Engineer.

F. Metals:
   1. Separate metals by type.

   2. Structural Steel: Stack members according to size, type of member, and length.

   3. Remove and dispose of bolts, nuts, washers, and other rough hardware.

G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.

H. Glass: Segregate and send to glass recycling for use in manufacture of other glass products.

I. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

J. Acoustical Ceiling Panels and Tile:

   1. Stack large clean pieces on wood pallets and store in a dry location.

2. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.

K. Carpet:

1. Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.

2. Store clean, dry carpet, separate from padding, in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

L. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangars, valves, sprinklers, and other components by type and size.

M. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 DISPOSAL OF WASTE

A. General: For recyclable waste materials, dispose at appropriate recycling receiving sites that are properly permitted by state and local authorities. For materials designated for re-use in the Project sort, process as required, and move to designated locations. For salvaged materials able to be re-used or sold or donated, provide receiver information including waiver indemnifying LAWA and its agents against any actions as a result of the waste product or material re-use. Dispose of general garbage that is unable to be re-used or recycled in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Weigh, document, and transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Interface and coordinate the work of this Section with Project Design Criteria, Specifications, drawings, and General and Special Conditions of the Contract.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise the Engineer of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting LAWA unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, Operation and Maintenance Manuals, final completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by LAWA. Label with manufacturer's name and model number where applicable. .
7. Make final changeover of permanent locks and deliver keys to the Engineer. Advise the Engineer of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

11. Advise the Engineer of changeover in heat and other utilities entity of records.
12. Submit changeover information related to LAWA's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting. 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.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

1.4 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. 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.
    f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    g. Sweep concrete floors broom clean in unoccupied spaces.
    h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    j. Remove labels that are not permanent.
    k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

        1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Replace parts subject to unusual operating conditions.
n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
p. Clean ducts, blowers, and coils if units were operated without filters during construction.
q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
r. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. 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.

1.5 INSPECTION:

A. Submit a written request for inspection for Substantial Completion. On receipt of request, the Engineer will either proceed with inspection or notify Design Builder of unfulfilled requirements. The Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Design Builder of items, either on Design Builder's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request to re-inspect, when the Work identified in previous inspections as incomplete, is completed or corrected.

    a. LAWA will make 1 repeat inspection. Should additional re-inspections be required, Design Builder shall reimburse LAWA for time spent in conducting additional inspections at rate of 3.0 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of LAWA’s personnel engaged on Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

2. Results of completed inspection will form the basis of requirements for Final Completion.

1.6 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."

2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of date of Substantial Completion or when LAWA took possession of and assumed responsibility for corresponding elements of Work.
6. Submit consent of surety to final payment.
7. Submit final liquidated damages settlement statement.
8. Instruct LAWA's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, LAWA will either proceed with inspection or notify Design Builder of unfulfilled requirements. The Engineer will prepare a final Certificate for Payment after inspection or will notify Design Builder of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

    a. LAWA will make 1 repeat inspection. Should additional re-inspections be required, Design Builder shall reimburse LAWA for time spent in conducting additional inspections at rate of 3.0 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of LAWA’s personnel engaged on Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. 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 the limits of construction. Use form provided on Prolog Project Web site.

1. Organize list of spaces in sequential order.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Design Builder.
    d. Page number.

1.8 WARRANTIES

A. Submit written warranties to the Engineer for designated portions of the Work as required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017700

SECTION 017823 – OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Interface and coordinate the work of this Section with Project Design Criteria, Specifications, drawings, and General and Special Conditions of the Contract.

B. Related Sections include the following:

1. Requirements related to spare parts, maintenance materials, keys, special tools, and test equipment as specified in the individual Sections.
2. Training manuals required for classroom and on-site instruction and training are specified in Section 017900 - Demonstration and Training.
3. Division 01 Section 013300 - Submittal Procedures for submitting copies of submittals for operation and maintenance manuals.
4. Division 01 Section 017700 - Closeout Procedures for submitting operation and maintenance manuals.
5. Divisions 02 through 49 Sections for specific Operation and Maintenance manual requirements for the Work in those Sections.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and Maintenance documentation directory.
2. Emergency manuals.
3. P&ID Drawings and Systems Flow Sheets
4. Operation manuals for systems, subsystems, and equipment.
5. Maintenance manuals for the care and maintenance of products, materials, and finishes systems and equipment.
6. Post operating instructions.
7. Manual description.
8. Submittal requirements.
9. Submittal of final operation and maintenance manuals.
10. Liquidated damages in regard to O&M manual submittals.
11. Off-the-shelf equipment manuals.

12. Native electronic file format for system manuals
13. Format and technical content for system manuals.

14. Printed manual requirements.

15. Electronic version of manual (eManual) for system manuals.

16. Manual revision control.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction that together perform a function.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 MEASUREMENT AND PAYMENT

A. Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Bid Schedule of the Bid Form, or incidental to the Work.

1.5 SUBMITTALS

A. Table of Contents Submittal: Not later than six months prior to scheduled substantial completion submit for approval a planned/proposed Table of Contents, organization, and a listing of Volumes for the complete set of Manuals.

B. Initial Submittal: Submit 2 draft copies of each manual to LAWA at least 15 days before requesting inspection for Substantial Completion or 30 days before the start of commissioning whichever is first. Include complete operation and maintenance directory. LAWA will return 1 copy of draft and mark whether general scope and content of manual are acceptable.

C. The requirements specified in this Article apply to both system and off-the-shelf equipment manuals.

D. Final Submittal: Submit 2 copies of each manual in final form to LAWA at least 15 days before final inspection. LAWA will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with LAWA's comments. Submit 3 copies of each corrected manual within 15 days of receipt of LAWA's comments.

E. Submission of each manual (except for off-the-shelf equipment manual) in its final form shall include two CD-ROMs of the electronic version (eManual) along with all native electronic files required to create the submitted manual. Electronic files shall include a matrix or document showing how the files are set up and how to access them. Include no extraneous files.

F. Off-The-Shelf Equipment Manuals:

1. Submit draft manual for review prior to initial delivery of particular equipment

1.6 QUALITY ASSURANCE

A. In preparation of operation and maintenance data, use personnel thoroughly trained and experienced in operation and maintenance of equipment or system involved.

1. Where manuals require written instructions, use personnel skilled in technical writing where necessary for communication of essential data.

a. Where maintenance manuals require drawings or diagrams, use draftspersons capable of preparing drawings clearly in understandable format.

1.7 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

1.8 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.

2. List of systems.

3. P&ID Diagrams and Systems Flow sheets

4. List of equipment.

5. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. P&ID Diagrams and Systems Flow sheets: List both P&ID diagrams and Systems Flow sheets

D. List of Equipment: List equipment for each system, organized alphabetically by system and by equipment items number. For pieces of equipment not part of system, list alphabetically in separate list.

E. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

F. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with 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."

1.9 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.

2. Table of contents.

3. Manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.

2. Name and address of Project.

3. Name and address of Owner.

4. Date of submittal.

5. Name, address, and telephone number of Design Builder.

6. Name and address of Architect.

7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder. .

1. Binders: Heavy-duty, minimum 4 inch, catalog binders, casebound construction with telescoping post and sleeve design, quick action lock, bar, sized to hold 8-1/2-by-11-inch paper; with cover of Black Buckram (or equal) material custom embossed on the cover and spine.
   a. If two 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 to provide essential information for proper operation or maintenance of equipment or system.
   b. Drawings may be bound in binders sized for 11x17 (half size) sets.
   c. Contents of each binder are to include a complete Table of Contents for the entire Manual.
   d. Identify each binder on front and spine as a minimum with the following information:

      1) LAWA Central Utility Plant
      2) Operation and Maintenance Manual
      3) Volume number “XX”
      4) Section Number “YY”
      5) Plus a further identification of the subject matter/contents of each binder. Subject matter of contents including section number of section or sections, as applicable.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

a. Where computerized electronic equipment requires diagnostic software diskettes, provide protective transparent protective sleeve of same overall size as binder contents. Punch and bind sleeve in appropriate manual.
b. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
c. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
d. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
e. Avoid placing loose, oversize drawings in binder pockets. Use reduced drawings or place folded drawings in labeled envelopes bound in manual.
f. 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.

3. Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate relationship of component parts of equipment or systems or to provide control or flow diagrams. Coordinate specially prepared drawings with information contained in project record drawings specified in Division 01 Section "Project Record Documents" to assure correct illustration of completed installation. Do not use original record documents as part of operation maintenance manuals.
4. Specifications: Component or system specification section copied and inserted complete with modifications.

1.10 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's 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.
5. Special operating instructions and procedures.

1.11 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Design Builder is delegated design responsibility.
3. Operating standards.
4. Sequence of Operation
5. Operating procedures.
6. Operating logs.
7. Wiring diagrams.
8. Control diagrams.
9. Piped system diagrams.
10. Precautions against improper use.
11. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.

5. Operating characteristics.

6. Limiting conditions.

7. Performance curves.

8. Engineering data and tests.

9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.

2. Equipment or system break-in procedures.

3. Routine and normal operating instructions.

4. Regulation and control procedures.

5. Instructions on stopping.

6. Normal shutdown instructions.

7. Seasonal and weekend operating instructions.

8. Required sequences for electric or electronic systems.

9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed. Include separate sections for each major controls system e.g. FMCS, BAS

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

F. Condensed Operating Instructions: Condensed instructions for start-up, shut-down, emergency operation, safety precautions, unusual features, and troubleshooting instructions.

1. In addition to copy in Operation and Maintenance Manual, permanently secure laminated copy adjacent to equipment where copy can be easily read by operating personnel.

2. Provide condensed operating instructions for following equipment:

   a. Gas Turbine Generators
   b. Heat Recovery Steam Generators
   c. Natural Gas Compressors
   d. Chillers (Electric and Steam Driven)
   e. Cooling Towers
   f. Pumps
   g. Boiler

1.12 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.

2. Serial Number

3. Manufacturer's name.

4. Color, pattern, and texture.

5. Material and chemical composition.

6. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.

2. Types of cleaning agents to be used and methods of cleaning.

3. List of cleaning agents and methods of cleaning detrimental to product.

4. Schedule for routine cleaning and maintenance.

5. Maintenance Procedures: Items to be self maintained, or items that require a trained service representative.

6. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

1.13 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures,

maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

1. Provide separate listing or include on title page, at Design Builder's option.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard printed maintenance instructions and bulletins.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.

   a. If system's control drawing is not adequate, provide simplified, professionally drawn, single line diagrams on minimum 8-1/2 by 11 inch, 20 pound white bond paper.

3. Identification and nomenclature of parts and components.

4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.

2. Troubleshooting guide.

3. Precautions against improper maintenance.

4. Disassembly; component removal, repair, and replacement; and reassembly instructions.

5. Aligning, adjusting, and checking instructions.

6. Demonstration and training videotape, if required.

7. List of special tools required to service or maintain equipment.

E. Preventive Maintenance Instructions: Condensed typewritten excerpts from manufacturer's written instructions for weekly, monthly, quarterly, annual, and other regularly scheduled maintenance prepared by mechanical subcontractor with assistance from equipment supplier.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Control Drawings: Include control drawings for equipment and components, including sequence of operation. Control drawings shall be prepared by controls Design Builder and included here and in control Design Builder's Operation and Maintenance Manual submittal.

H. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services. .

I. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

J. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

1.14 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' 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 a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."

G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting Operation and Maintenance Documentation.

1.15 LIQUIDATED DAMAGES IN REGARD TO O&M MANUAL SUBMITTALS

A. Failure of Design Builder to obtain approval of each of its submittals within the required schedule of milestones for manuals will make the Design Builder liable for liquidated damages. Liquidated damages for each manual and each submittal milestone are specified in the Contract General and Special Conditions. Liquidated damage amounts specified are per day and will be assessed for each day that approval is not obtained past milestone date for obtaining approval of particular submittal. Liquidated damages for each manual and each submittal milestone are separate and cumulative. These liquidated damages are distinct and separate from liquidated damages specified in Contract Specifications Section 011000 - Summary of Work.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Interface and coordinate the work of this Section with Project Design Criteria, Specifications, drawings, and General and Special Conditions of the Contract.

B. Related Sections include the following:

1. Division 01 Section "Closeout Procedures" for general closeout procedures.

2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Maintenance of Record Documents
2. Record Drawings.
3. Record Specifications.
4. Record Product Data

B. LAWA has established the use of Prolog for the purposes of electronic communication. The Design Builder shall have on their staff a person or persons who are well versed in the use of Prolog for purposes of communicating information via a web-based system. Design Builder shall be responsible for uploading data into the Prolog system for all Design Builder-initiated communications, including, but not limited to design documents, progress and construction drawings, submittals, RFI's, change requests, reports, certifications, guarantee's, warranties, O&M's and commissioning documents.

1.3 MAINTENANCE OF RECORD DOCUMENTS

A. Maintain at the jobsite one copy of the following documents for record purposes:

1. Conformed Contract Documents. One set of full size 22 by 34 inch prints shall be maintained for recording "as-built" revisions and special features.
2. Change Orders.
3. Approved Submittals.

4. Clarifications or Explanatory Details and Specifications.
5. Inspection Reports.
6. Laboratory Test Records.
7. Field Test Reports and Records.
8. Factory Test Reports and Records.

B. Maintain for record purposes at a location approved by the Engineer, electronic files for those shop drawings and other documents which are required to be submitted electronically. Ensure that backups of electronic files are made on a regular basis and stored at a remote location.

C. Store documents used for record purposes in the Design Builder's field office or other approved location, apart from documents used for construction. Do not use record documents for construction or fabrication purposes.

D. Provide files and racks for storage of documents.

E. File documents in accordance with the filing format of the Contract Specifications, by Section number and title.

F. Maintain documents in clean, dry, legible condition.

G. Label each document "Project Record".

H. Make documents available at all times for inspection by the Engineer. Make copies of electronic documents available upon Engineer’s request

1.4 DRAWINGS

A. Record (“As-Built”) Drawings

1. Maintain record ("as-built") drawings of all work and subcontracts, continuously as the job progresses. A separate set of prints, for this purpose only, shall be kept at the Design Builder's field office at all times. This set of prints is to be located at a workstation set aside for the sole purpose of maintaining the “As built” mark-up drawings available for marking up and review.
2. These drawings shall be kept up-to-date and are required to be so certified by the Engineer at the time invoices are submitted for progress payments.
3. The Design Builder will maintain a complete set of full-size copies of the Contract Drawings for the purpose of making prints for record ("as-built") drawings.
4. Deviations from the drawings, utilities and services, mechanical and electrical lines, details, and other work shall be incorporated on the record ("as-built") prints in red ink, or in red pencil if sharp, neat, and clearly legible.
5. During the course of construction, identify actual locations to scale in red ink on the Contract Drawings for runs of mechanical and electrical work, including utilities and services, installed in walls, or otherwise concealed. Deviations from the Drawings shall be shown in detail. Locate main runs, whether wiring, piping, conduit, ductwork, or drain lines by dimension and elevation. Shop Drawings may be used to reflect record ("as-built") conditions, in which case the appropriate Contract Document shall be marked to refer to such Shop Drawings as part of the record ("as-built") configuration.

6. No work shall be permanently concealed until the required information has been recorded.
7. Where the Contract Drawings are not of sufficient size, scale, or detail, the Design Builder shall furnish its own drawings for incorporation of details and dimensions.
8. The final submittal of record ("as-built") drawings shall be stamped "Project Record ", signed and dated by the Design Builder, and shall be delivered to the Engineer prior to the final inspection as specified in Section 01 77 00, Closeout Procedures.

B. Change Orders

1. Changes to the Contract Drawings affected by Change Orders shall be incorporated on the prints, and these changes shall be identified by Change Order number and effective date.
2. When revised Contract Drawings are issued as the basis of, or along with, Change Orders, these revised drawings shall be incorporated into the record ("as-built") set with appropriate annotation. Drawings deleted by Change Order will not be part of the record ("as-built") set.

C. Submittals

1. One complete set of approved Submittals, including shop drawings, product data, manufacturers' printed catalog cuts and data, shall be collected and maintained for record purposes.
2. Pages of catalog cuts shall be clear, legible, and permanent. The drawings shall be on vellum or bond paper. Blueprints will not be acceptable. These drawings and catalog cuts shall become the property of LAWA.
3. Submittals shall be filed and maintained separate from Contract Drawings. Shop Drawings shall be filed in 9 inch by 12 inch file folders to the greatest extent possible and shall be indexed as herein before specified.
4. Submittals shall be delivered in new paperboard boxes manufactured for the storage of file folders. Boxes shall have covers and cutout handles, and shall be accurately identified as to the contents. Include a packing list of all boxes and their contents.

D. Electronic Documents Record (“as-built”) information, as applicable, shall be recorded on an electronic copy of those documents which are required to be submitted electronically.

1. For those drawings which are required to be submitted electronically, submit one complete set of full size (22 by 34 inch, unless otherwise required) hard copy originals plotted on 20 lb. 98 percent rag vellum, zero solvent, ASTM Type III, vellum. Image shall be pressure-fused using a laser plotter.
2. Record documents for each submittal which was required to be prepared and submitted electronically shall include two CD-ROMs of the electronic version. Electronic files shall include a matrix or document showing how the files are set up and how to access them. Include no extraneous files.

1.5 SPECIFICATIONS

A. Contract Specifications

1. The specifications for record purposes shall be filed in one or more Heavy-duty, minimum 4 inch, catalog binders, casebound construction with telescoping post and sleeve design, quick action lock, bar, sized to hold 8-1/2-by-11-inch paper.

2. Information, changes, and notes shall be recorded in the specifications in blank areas, such as page margins or the backs of opposite pages, or on separate sheets inserted in the binder. All such information, changes, and notes shall be legibly recorded with red pen or red printing as appropriate.
3. In applicable specification sections, record the manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually furnished and installed, including manufacturer and supplier's address and telephone number.
4. The record specifications shall be complete and shall include all applicable Contract Documents other than drawings.

B. Change Orders

1. Change Orders shall be incorporated into the front of the record specifications in reverse chronological order. Use appropriate page dividers to identify Change Orders and to separate Change Orders from the Specifications.
2. In addition, changes to the Specifications effected by Change Order shall be legibly annotated on the affected page or pages of the Specifications or adjacent thereto.

1.6 SUBMISSION OF DOCUMENTS

A. At completion of the Work, and before requesting final inspection, deliver record documents to the Engineer.

B. For record ("as-built") drawings, submit the blackline print (full size) with revisions incorporated on the prints in red ink. For those documents which are required to be maintained electronically, submit a half-size plot of drawings, full size hard copies of 8 1/2 by 11 inch documents, and electronic files on CD-ROM. All CAD files shall be submitted per LAWA CAD Standard. See the following link, http://www.lawa.org/uploadedfiles/lawa/pdf/Vol2CADD.pdf

C. Software:

1. Submit all documentation, licenses, and electronic media associated with the purchase of commercially available software furnished to the District under this Contract. The documentation and media shall be submitted in appropriate storage containers or in the original media packaging.

2. Where development of User's Guides is specified, User's Guides shall be submitted.

3. Unless otherwise specified, documentation shall be prepared in accordance with recognized industry standards for such documentation as approved by the Engineer.

D. Record documents shall be delivered neatly and efficiently filed and packaged in appropriate file storage cabinets or boxes, 12 inches by 16 inches in size. Record ("as-built") drawings shall be folded correctly, with title block clearly visible on top, to fit neatly in the 12-inch by 16-inch boxes.

E. Submission of record documents shall be accompanied with a transmittal letter, in triplicate, containing the following information:

1. Date of submission.
2. Project title and number.
3. Design Builder's name and address.

4. Title and number of each record document. (Shop Drawings may be grouped in basic categories or divisions of work and by box identification.)
5. Certification that each document as submitted is complete and accurate.
6. Signature of Design Builder, or its authorized representative.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 017839