



# Los Angeles World Airports

October 21, 2009

The Honorable City Council  
of the City of Los Angeles  
City Hall, Room 395  
Los Angeles, CA 90012

**LAX**

**LA/Ontario**

**Van Nuys**

**City of Los Angeles**

Antonio R. Villaraigosa  
Mayor

**Board of Airport  
Commissioners**

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President

Valeria C. Velasco  
Vice President

Joseph A. Aredas  
Michael A. Lawson  
Sam Nazarian  
Fernando M. Torres-Gil  
Walter Zifkin

Gina Marie Lindsey  
Executive Director

**Subject: APPROVE THE AWARD OF CONTRACT TO WALSH AUSTIN JOINT VENTURE II FOR CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE "BRADLEY WEST CORE IMPROVEMENTS" COMPONENT OF THE TOM BRADLEY INTERNATIONAL TERMINAL MODERNIZATION PROJECT AT LOS ANGELES INTERNATIONAL AIRPORT**

In accordance with Section 373 of the City Charter, the Board of Airport Commissioners transmits for your approval the Contract with Walsh Austin Joint Venture II for Construction Manager at Risk Pre-Construction and Construction Services for the "Bradley West Core Improvements" component of the Tom Bradley International Terminal Modernization Project at Los Angeles International Airport.

## **RECOMMENDATION FOR CITY COUNCIL**

1. APPROVE the Award of Contract to Walsh Austin Joint Venture II.
2. CONCUR in the Board's action authorizing the Executive Director to execute the Contract with Walsh Austin Joint Venture II.
3. FIND that the recommended action is exempt from the requirements of the California Environmental Quality Act as provided by Article II Section 2 (i) of the Los Angeles City CEQA Guidelines.

The Board of Airport Commissioners, at their meeting held on October 19, 2009, by Resolution No. 23922 approved the Award of Contract to Walsh Austin Joint Venture II.

There is no fiscal impact to the City's General Fund as a result of this action.



Los Angeles City Council  
October 21, 2009  
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*CONCLUSION*

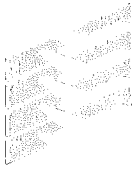
Please return the attached Contract to the Department of Airports' Board Office after City Council approval and Certification of that approval.

Very truly yours,

A handwritten signature in black ink, appearing to read 'S. Miller', written over a horizontal line.

Sandra J. Miller, Secretary  
BOARD OF AIRPORT COMMISSIONERS

cc: Trade, Commerce and Tourism Committee  
Councilmember Hahn, E-file  
Councilmember Rosendahl, E-file  
Councilmember LaBonge, E-file  
CAO (Airport Analyst), E-file  
CLA (Airport Analyst), E-file  
City Clerk's Office, Enc. (one original and one copy)



# Los Angeles World Airports

## RESOLUTION NO. 23922

WHEREAS, on recommendation of Management, there was presented for approval, Award of Contract to Walsh Austin Joint Venture II for the Construction Manager at Risk Contract Pre-Construction and Construction Services for the "Bradley West Core Improvements" a component of the Tom Bradley International Terminal Modernization Project at Los Angeles International Airport for a term expiring December 31, 2014 and establishing a contract amount of \$584,200,000 which is subject to Change Order authority; approve real-time Change Order notification to the Board of Airport Commissioners; approve a Budgeted Owner's Contingency of \$66,710,000; delegate Signature Authority for Change Orders; and appropriate Capital Funds in an amount \$25,060,000 for the Project; and

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Gina Marie Lindsey  
Executive Director

WHEREAS, as a result of the Request for Proposals (RFP) authorized by the Board of Airport Commissioners (BOAC) on April 21, 2009, Los Angeles World Airports (LAWA) received seven (7) Construction Manager at Risk (CMAR) proposals on June 16, 2009 from the companies listed below in the order received.

- Walbridge Webcor Builders, a Joint Venture
- Skansa USA Building, Inc.
- Clark/Mccarthy, a Joint Venture, Inc.
- Hensel Phelps Construction Co.
- Bradley West Partners, a Joint Venture (Parsons/Turner)
- Hunt-Barton Malow, a Joint Venture
- Walsh Austin Joint Venture II; and

WHEREAS, during the period of June 18 to July 15, 2009, the seven (7) proposals were evaluated in two (2) parts. The Administrative Requirements were evaluated on a pass/fail basis by LAWA's Contract Services Division. The Technical/Management proposals were evaluated by a panel composed of LAWA's Deputy Executive Director of Airports Development, Deputy Executive Director of Facilities and Planning, Chief Airports Engineer of Airports Development Division, Chief of Airports Planning/Bradley West Element Manager, and Chief Airports Engineer of Facilities Engineering. The Selection Panel also had a non-voting technical advisor, a representative from the Paslay Management Group; and

WHEREAS, the evaluation criteria were presented to the BOAC at its April 21, 2009 meeting and consisted of a review and evaluation of each Proposer's key personnel expertise and organization, technical/management approach, Project Control Methods, demonstrated experience, safety plan, and diversity strategies. The Technical/Management Proposals were reviewed and scored independently by the Selection Panel. These scores were then tabulated to create the first half of the Efficiency Score; and

WHEREAS, interviews by the Selection Panel were held with the seven (7) Proposers on July 7, 8, and 9, 2009. The interviews were conducted in accordance with the interview criteria presented to the BOAC at its April 21, 2009 meeting and a Deputy City Attorney attended all interviews. Each interview consisted of a 45-minute presentation by the key personnel of each Proposer followed by a 75-minute question and answer session providing a thorough review and evaluation of the Proposer's key personnel's expertise, project understanding and the Proposer's organization. The Interview scoring was based on the same methodology as the written proposals and constituted the second half of the firm's Efficiency Score; and



WHEREAS, the combined Technical/Management Proposal and Interview Scoring resulted in the following ranking:

| <u>CMAR Proposer</u>                          | <u>Efficiency %</u> |
|---|---------------------|
| 1. Walsh Austin Joint Venture                 | 88.66%              |
| 2. Hensel Phelps Construction Co.             | 86.70%              |
| 3. Hunt/Barton Malow, a Joint Venture         | 83.46%              |
| 4. Bradley West Partners, a Joint Venture     | 83.13%              |
| 5. Clark/McCarthy, a Joint Venture            | 82.05%              |
| 6. Skanska USA Building Inc.                  | 81.60%              |
| 7. Walbridge/Webcor Builders, a Joint Venture | 61.09%; and         |

WHEREAS, once the Efficiency Points as a percentage had been calculated, the Proposers' fees were included in the following equation, as detailed in the RFP, to determine the final ranking:

$$\text{Ultimate Cost} = \frac{\text{Estimated Construction Value} + \text{CMAR's Construction Fee}}{\text{Total Efficiency Points as a Percentage}}$$

This calculation, known as the Ultimate Cost, provided a mechanism for the Selection Panel to identify the team with the best overall proposal based on both fee and qualifications. While the Ultimate Cost factors included an estimated cost of construction, actual construction costs will be determined through competitive bidding of each trade component and the cumulative total of each bid package's guaranteed maximum price proposal; and

WHEREAS, on July 14, 2009, the final ranking was determined to be as follows:

- CMAR Proposers
1. Walsh Austin Joint Venture II
  2. Hensel Phelps Construction
  3. Hunt-Barton Malow, a Joint Venture
  4. Bradley West Partners, a Joint Venture (Parsons/Turner)
  5. Skansa USA Building, Inc.
  6. Clark/McCarthy, a Joint Venture, Inc.
  7. Walbridge Webcor Builders, a Joint Venture; and

WHEREAS, the Bradley West Core Improvements component will provide, but not be limited to, improved Federal Inspection Service/Customs and Border Patrol facilities; new, larger and improved departure level passenger amenities (post security); and secure/sterile passenger corridors between the Tom Bradley International Terminal and Terminals 3 and 4. The scope of work for Walsh Austin Joint Venture II ("WAJV II") also includes apron work and temporary power and associated relocations, subject to completion and certification of associated environmental documents, to support the Airside and Utilities & Infrastructure Elements of the Los Angeles International Airport ("LAX") Development Program; and

WHEREAS, use of a CMAR Contract will allow the Construction Manager to participate in the design phase, early value engineering, and in development of early procurement opportunities. This will facilitate cost effective sequencing for design and construction of the Bradley West Core Improvements Project components, supporting both timely completion of the Project and minimizing interference with on-going airport operations. The Competitive Sealed Proposals selection process allows the City of Los Angeles ("City") to select the Proposer with the Lowest Ultimate Cost based on evaluation of a combination of criteria and qualifications established by studies as well as those requirements that are unique to the Bradley West Core Improvements Project and LAX; and

WHEREAS, this Resolution also requests BOAC approval of a Budgeted Owner's Contingency of \$66,710,000 to fund unanticipated changes which may be necessary to complete the work. A project contingency is necessary to address unforeseen conditions and components of work that are not contained in the component guaranteed prices. Staff further recommends that pursuant to Los Angeles City Charter Section 376, BOAC authorize the Executive Director to approve and execute Change Orders under this \$584,200,000 Contract up to the Budgeted Owner's Contingency amount of \$66,710,000; provided that prior to execution of any Change Order in excess of \$1 million, BOAC shall first have reviewed and authorized the execution thereof, and such authorization shall have become final pursuant to Los Angeles City Charter Section 245. Further, the Executive Director will report monthly to BOAC on all Change Orders executed throughout the term of the Contract; and

WHEREAS, delivery of the Project is not possible without assistance from other LAWA divisions and City departments. At this time, staff is requesting appropriation of capital funds in the amount of \$25,060,000 for pre-construction services, estimated at \$6 million for WAJV II, LAWA support, City services, and project-related equipment and materials required through June 30, 2010. Additional appropriation of funds for WAJV II and to continue support services through Project completion will be requested as the Project advances; and

WHEREAS, the Pre-Construction Services under the CMAR Contract, WAJV II will prepare a project procedures and coordination manual including their staffing plan, organizational structure, construction management methodology and project controls. Other WAJV II pre-construction services consist of, but are not limited to, project risk assessment, plan reviews, value engineering and alternative analysis, construction phasing/staging/market resource analysis, cost estimating and budget estimation, claim avoidance and mitigation recommendations, bid reviews and reporting, and constructability reviews and reporting, among others; and

WHEREAS, under the CMAR Contract for construction services, WAJV II will perform construction services including, but not limited to, management, administration, oversight, and supervision of the construction, subcontractors and suppliers as well as coordinate with other contractors and airport operations. They must also implement an effective Quality Control Program that ensures all materials and completed construction conform to contract plans, technical specifications and any other requirements; and

WHEREAS, the work to be performed is included within the Bradley West, Airside, and Utilities & Infrastructure Element budgets as listed below:

| Bradley West Element   | Airside Element   | Utilities & Infrastructure Element  | Total              |
|--|---|---|--------------------|
| <ul style="list-style-type: none"> <li>• Pre-Construction Services</li> <li>• Core Building</li> <li>• Core Renovations</li> <li>• Enabling Projects</li> <li>• Connectors T3 &amp; T4</li> <li>• Curbside Canopies</li> <li>• Infrastructure</li> </ul> | <ul style="list-style-type: none"> <li>• Apron Strip</li> </ul> | <ul style="list-style-type: none"> <li>• Temporary Power &amp; Relocations (TPAR) Construction</li> </ul> |                    |
| \$569,000,000  | \$2,200,000   | \$13,000,000  | \$584,200,000; and |

WHEREAS, the Contract amount will establish, as required by the Los Angeles City Charter, in an amount of \$584,200,000 which is subject to Change Order authority. This action does not authorize the expenditure of these funds. Funds will be appropriated against the Contract amount utilizing a Component Guaranteed Maximum Price (CGMP) process. The final cost to deliver the Bradley West Core Improvements Project will be the actual cost of work not-to-exceed the aggregate sum of the CGMPs; and

WHEREAS, presently, LAWA anticipates seven (7) component packages as listed below. However, the number of packages, composition of, and timing may be modified to address project schedule, current and forecasted market conditions, and other factors that could result in cost savings and project delivery efficiencies.

- Package 1 – Shoring and Excavation
- Package 2 – Structural Steel/Conveying Equipment
- Package 3 – Baggage Handling System
- Package 4 – Exterior Skin
- Package 5 – Foundations, Vertical & Horizontal Conc., Underground Utilities
- Package 6 – Electrical, Safety & Security, Communications
- Package 7 – Signage, Doors, Restrooms, Conveying Equipment; and

WHEREAS, each proposed CGMP will be evaluated by LAWA staff to ensure compliance with all Contract requirements and the approved Project budget. The proposed CGMP will then be presented to BOAC for its approval and appropriation of funds. CGMPs will be developed using the process described below:

- LAWA will provide WAJV II with a series of work packages as design progresses. These packages are composed of design documents and specifications for a specific scope of work.
- WAJV II will commit to completing each work package for a guaranteed maximum price known as a Component Guaranteed Maximum Price (CGMP) negotiated with LAWA. LAWA is only obligated to pay the actual cost of work not-to-exceed the GMP for that package.
- Each CGMP will then be presented to the BOAC to appropriate funds. Each CGMP will include, the total direct trade cost, general conditions cost and WAJV II fee, bond premiums, and contractor contingency amounts for that portion of the Project.
- WAJV II is required to competitively bid at least 90% of the scope of work from a minimum of three (3) bidders. In the event WAJV II obtains fewer than three (3) bids, it shall provide LAWA with a written description of its efforts to obtain competition and any justification to proceed to award the subcontract with fewer than three (3) bidders.
- WAJV II cannot self-perform more than 10% of the scope of work. Self-performed work will be paid at actual cost plus fee.
- Each CGMP will be additive, resulting in an "aggregate" Guaranteed Maximum Price for all scope of work for which funds have been appropriated to date within the Contract amount of \$584,200,000 which is subject to Change Order authority; and

WHEREAS, in addition to the funds for WAJV II, delivery of the Project requires support from other City departments, LAWA staff and outside consultants for services to include, but not be limited to, public art, inspection, survey, testing, equipment, materials, permits, plan checks, and general administration. Staff is requesting appropriation of capital funds in the amount of \$25,060,000 for pre-construction services, public art allowance, LAWA support, City services, and project-related equipment and materials required to perform these support services through June 30, 2010. Additional appropriation of funds will be requested incrementally as part of the CGMP process.

|                           |                     |
|---------------------------|---------------------|
| Pre-Construction Services | \$ 6,000,000        |
| Public Art Allowance      | \$ 5,360,000        |
| LAWA Support              | \$ 6,200,000        |
| City Services             | <u>\$ 7,500,000</u> |
| Total                     | \$25,060,000; and   |

WHEREAS, utilizing the CMAR delivery method for the Project will mitigate the risk of adverse construction impacts and delays in the implementation of the Tom Bradley International Terminal Modernization project and will result in the lowest ultimate cost to the City. Costs for the Project are within the \$3.3 billion LAX Development Program budget presented to the BOAC on March 23, 2009; and

WHEREAS, the final cost to deliver the Bradley West Core Improvements Project will be the actual cost of work not-to-exceed the aggregate sum of the CGMPs. For budgeting purposes, staff has estimated the total project costs as follows:

|  |                      |
|--|----------------------|
| Construction   | <u>\$591,560,000</u> |
| WAJV II Contract   | \$584,200,000        |
| Public Art Allowance   | \$ 5,360,000         |
| Program Communications (signage, barricades, etc.)   | \$ 2,000,000         |
| Support Services (Soft Costs)  | <u>\$149,490,000</u> |
| Consulting Services (Program Management, Construction support, Project Labor Agreement Administration, etc.) | \$ 43,110,000        |
| Design & Design Support Services   | \$ 65,260,000        |
| LAWA Support   | \$ 18,620,000        |
| City Services  | \$ 22,500,000        |
| Owner's Contingency  | <u>\$ 66,710,000</u> |
| Total Estimated Project Cost   | \$807,760,000; and   |

WHEREAS, the Project is subject to Los Angeles World Airports Project Labor Agreement; and

WHEREAS, the execution of contracts for which the underlying project has previously been evaluated for environmental significance and processed according to the requirements of the California Environmental Quality Act (CEQA) is exempt from further review pursuant to Article II Section 2(i) of the Los Angeles City CEQA Guidelines, as amended by the Los Angeles City Council on July 31, 2002. A project-level tiered Environmental Impact Report was prepared and certified by the BOAC for the Project on September 21, 2009 (Resolution No. 23891); and

WHEREAS, WAJV II will comply with the provisions of the Living Wage Ordinance; and

WHEREAS, Contract Services Division has reviewed this item and established a 20% combined Minority/Women Business Enterprise (M/WBE) level of participation for the Pre-Construction Services and established a 14% combined M/WBE level of participation for the Construction Services of this Contract. WAJV II committed to meet or exceed the recommended 20% M/WBE level of participation for Pre-Construction Services and 14% M/WBE level of participation for Construction Services. LAWA's Contract Services Division confirms that, based on documents submitted, WAJV II has made a good faith effort to outreach to M/WBE/Other Business Enterprise subcontractors; and

WHEREAS, WAJV II has submitted an Affirmative Action Plan, and will comply with the provisions of the Affirmative Action Program; and

WHEREAS, WAJV II has been assigned Business Tax Registration Certificate Number 2429406; and

WHEREAS, WAJV II has submitted the Certificate of Compliance with the Child Support Obligations Ordinance, and will comply with the provisions of the Child Support Obligations Ordinance; and

WHEREAS, WAJV II has approved insurance documents, in the terms and amounts required, on file with LAWA; and

WHEREAS, this item is not subject to the provisions of Charter Section 1022 regarding the use of Independent Contractors; and

WHEREAS, WAJV II has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance, and will comply with the provisions of the Contractor Responsibility Program; and

WHEREAS, WAJV II must be determined by the Office of Contract Compliance to be in compliance with the provisions of the Equal Benefits Ordinance prior to the execution of the Contract; and

WHEREAS, WAJV II will be required to comply with provisions of the First Source Hiring Program for all non-trade LAX jobs once the program is formally implemented by LAWA; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners determined that this action is exempt from the California Environmental Quality Act requirements; adopted the Staff Report; approved the Award of a Contract to Walsh Austin Joint Venture II for Construction Manager at Risk Pre-Construction and Construction Services for the "Bradley West Core Improvements" component of the "Tom Bradley International Terminal Modernization Project at Los Angeles International Airport for a term expiring December 31, 2014 and a contract amount of \$584,200,000 which is subject to Change Order authority; further approved real-time Change Order notification to the Board of Airport Commissioners; further approved a Budgeted Owner's Contingency in the amount of \$66,710,000; authorized the Executive Director to approve and execute Change Orders under the Contract up to the Budgeted Owner's Contingency amount of \$66,710,000, not-to-exceed 10% of the currently Board of Airport Commissioners approved aggregate guaranteed maximum price, provided that prior to execution of any Change Order in excess of \$1 million, Board of Airport Commissioners shall first have reviewed and authorized the execution thereof, and such authorization shall have become final pursuant to Los Angeles City Charter Section 245; directed the Executive Director to report monthly to the Board of Airport Commissioners on all Change Orders executed under the Contract; appropriated capital funds in the amount of \$25,060,000 to provide for pre-construction services, public art, City of Los Angeles services, Los Angeles World Airports support, and project-related materials and equipment necessitated by the Contract; the Project is subject to Los Angeles World Airports Project Labor Agreement; authorized the Executive Director to execute the Contract with Walsh Austin Joint Venture II upon approval as to form by the City Attorney; and upon approval by the Los Angeles City Council; and further approved allocation of \$25,060,000 from the LAX Airport Revenue Fund to WBS Elements 1.08.10-700 (Tom Bradley International Terminal Reconfiguration), 1.08.11-700 (Crossfield Taxiway), 1.09.03-700 (Central Utility Plant Replacement Program- Central Utility Plant Side), 1.09.04-700 (Central Utility Plant Replacement Program – Terminal Side), 1.09.05-700 (Central Utility Plant Replacement Program – Utilidor & Piping Upgrades) and additional WBS Elements as may be required.

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I hereby certify that the foregoing is a true and correct copy of Resolution No. 23922 adopted by the Board of Airport Commissioners at a Regular Meeting held Monday, October 19, 2009.

A handwritten signature in black ink, appearing to read 'Sandra J. Miller'. The signature is fluid and cursive, with the first letter 'S' being particularly large and stylized.

Sandra J. Miller – Secretary  
BOARD OF AIRPORT COMMISSIONERS

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND  
WALSH AUSTIN JOINT VENTURE II FOR PRE-CONSTRUCTION AND CONSTRUCTION  
SERVICES FOR THE BRADLEY WEST CORE IMPROVEMENTS  
AT LOS ANGELES INTERNATIONAL AIRPORT**

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THIS CONTRACT, ("Contract") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Los Angeles ("City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Board"), and Walsh Austin Joint Venture II ("CMAR"),

**RECITALS**

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

WHEREAS, pursuant to City Ordinance number 180311 dated November 30, 2008, Los Angeles World Airports ("LAWA") advertised LAWA's Request For Proposal ("RFP") No. PK-TB05 entitled "Bradley West Core Improvements" (hereinafter referred to as "Project") at Los Angeles International Airport (hereinafter referred to as "Airport") to solicit submissions from qualified firms to perform construction manager at risk services for the Project; and

WHEREAS, LAWA's solicitation sought highly qualified and experienced firms to furnish all construction manager at risk services necessary or required to support the Project design and to complete the construction of the Project within the time and budget constraints of the Contract; while satisfying LAWA's longstanding commitment to quality, efficiency, value, innovation and compliance with all applicable regulatory requirements; and

WHEREAS, in response to the RFP and addenda thereto, the proposals received were evaluated by LAWA and CMAR was determined to be the proposer with the Lowest Ultimate Cost to the City for the Project; and

WHEREAS, the Board awarded a contract for the pre-construction and construction services of the Project to the CMAR; and

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, the General Conditions, the General Requirements, the Contract Drawings (prepared and approved in accordance with the General Conditions and Requirements), the Technical Specifications (prepared and approved in accordance with the General Conditions and Requirements), the CMAR Fee Percentage Form, and any document attached or referenced in said documents (hereinafter referred to as the "Contract Documents"), shall constitute, and are hereby made, a part of this Contract as if they were set out verbatim and in full herein, 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.**

This Contract is for pre-construction and construction services. Pre-construction services will be authorized under task order format, and Construction services will be authorized under a Cumulative Guaranteed Maximum Price format as set forth in the Contract Documents. The CMAR agrees to furnish all labor, materials and equipment in a final and finished state in strict compliance with the Contract Documents and to use its best efforts to complete the work in the most expeditious, economical and thorough manner consistent with the interests of LAWA. The construction services will be performed at the fee set forth on the CMAR Fee Percentage Form in the CMAR's Proposal.

**Section 3.0 Term of Contract.**

3.1 The CMAR agrees to begin the performance of the work required under this Contract

Immediately after being notified to commence work by LAWA, and subject to termination provisions contained in the Contract Documents,

It is understood and agreed that time is of the essence in the performance of this Contract. The Deliverables for the pre-construction services shall be completed and delivered as specified in the applicable Task Order. Contractor's obligation to pay liquidated damages for the construction services portion of this Contract shall be governed by the General Conditions and General Requirements.

3.2 The term of this Contract will expire on December 31, 2014.

**Section 4.0 Contract Amount.**

The amount that may be paid to CMAR under the terms of this Contract is Five Hundred Eighty Four Million, Two Hundred Thousand Dollars (\$584,200,000) subject to change order authority.

The basis for billings and payment under this contract shall be pursuant to the Contract Documents, and the Personnel Authorization – Hourly Rate Sheet – Exhibit "A" and LAWA's Reimbursable Expense Guidelines, Exhibit "B", copies of which are attached hereto and incorporated by reference.

**Section 5.0 Written Notice.**

Any notices, demands, or other communications required or permitted to be given by any provision of this Contract shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to the parties at the addresses set forth herein or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered received on the day on which such notice is actually received by the party to whom it

Is addressed, or the third (3rd) day after such notice is mailed, whichever is earlier. Unless changed in writing, such notices shall be mailed to:

Notice to City.

Written notices to City 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:

Department of Airports  
Attn: Executive Director  
1 World Way  
Los Angeles, CA 90045

Or to such other address as City may designate by written notice to CMAR.

Notice to CMAR.

Written notices to CMAR hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

Walsh Austin Joint Venture II  
Attn: Michael Whelan  
929 West Adams Street  
Chicago, IL 60607

Or to such other address as CMAR may designate by written notice to City.

The execution of any notice(s) by Executive Director of LAWA shall be effective as to CMAR as if said notice(s) were executed by the Board, or by Resolution or Order of said Board, and CMAR shall not question the authority of the Executive Director to execute any such notice(s).

In addition to the formal notice above, a courtesy notice shall also be sent by e-mail.

**Section 6.0 Contract Contains Entire Agreement.**

The provisions of this Contract, 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 City and CMAR.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the day and year first above written.

**APPROVED AS TO FORM**  
Carmen A. Trutanich, City Attorney

Date: 10/21/09

By:   
Assistant/Deputy City Attorney

**CITY OF LOS ANGELES**

By: \_\_\_\_\_  
Executive Director  
Director of Airports

By: \_\_\_\_\_  
Deputy Executive Director  
Comptroller

**WALSH AUSTIN JOINT VENTURE II**

By: 

Michael C. Whelan  
PRINT NAME  
Member, Executive Committee,  
Walsh Austin Joint Venture II  
PRINT TITLE

Attached is an incumbency certificate attesting to the authority of the person signing above to execute this Contract.

**JOINT VENTURE AGREEMENT**

**THIS JOINT VENTURE AGREEMENT** was made and entered into, effective this 11<sup>th</sup> day of June, 2009, by and between the following Parties:

| <b>PARTY</b>                  | <b>PRINCIPAL<br/>PLACE OF BUSINESS</b>            | <b>PLACE OF<br/>INCORPORATION</b> |
|-------------------------------|---|-----------------------------------|
| Walsh Construction<br>Company | 929 West Adams<br>Chicago, IL 60607               | Illinois                          |
| Austin Commercial, L.P.       | 3535 Travis Street, Suite 300<br>Dallas, TX 75204 | Delaware                          |

**WITNESSETH:**

WHEREAS, the parties are interested in submitting bids for, and in obtaining contracts from Los Angeles World Airports (the "Owner") for the construction of projects known as the Bradley West Core Improvements at the LAX Airport (the design and construction of the Projects being hereinafter called the "Work" or "Project" and the said contracts being referred to hereinafter separately as the "Contract"); and

WHEREAS, the parties hereto have agreed to form a Joint Venture which will bid for and seek to obtain such Contracts from the Owner; and

WHEREAS, the parties hereto desire to set forth their rights and interests in such Joint Venture, and to set forth their duties and obligations under the Contracts which might be awarded as a result of the aforesaid bid;

NOW THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties hereby agree to constitute themselves as a Joint Venture for the purpose of submitting bids to the Owner for the performance of the Contracts and for the purpose of performing and completing the construction of the Projects in the event that the Contracts are awarded to them but not for any other purposes. This Agreement contemplates only the furnishing and performance of the work, labor and materials necessary for the submission of the bids and for the completion of the Contracts, and the parties are not making any permanent agreement to develop or undertake any project other than the Projects. Nothing in this Agreement shall be construed as a limitation of the power or rights of either party hereto to carry on its separate business for its sole benefit except, however, the parties hereto shall cooperate with each other according to the terms and spirit hereof in the performance and completion of the Contracts pursuant to this Agreement. The parties hereby agree that such joint bid shall be filed and such

Contracts, if awarded to them, shall be performed and completed by them as a Joint Venture subject to the following terms and conditions:

#### **ARTICLE 1: NAME**

The name of the Joint Venture shall be the "Walsh Austin Joint Venture II" and the business of the Joint Venture shall for convenience be carried on under that name and under no other name.

#### **ARTICLE 2: BID**

- a) The parties hereto agree to jointly prepare bids for the construction of the Projects to be submitted to the Owner or its agent as may be required under the invitation to bid documents on the official bid dates. Should the parties fail to agree as to the form, the terms, or conditions of the bids, then, in such event, the Joint Venture and this Agreement shall terminate, subject to the rights and obligations of the parties accrued prior to such termination and subject further to the following:

In the event there is not agreement as to the form, the terms, the conditions of the bids by either party this Agreement shall terminate. Each Party shall be prohibited, except with the prior written consent from the other Party, from participating either directly or indirectly in any bid for, execution of, or carrying out the construction of any of the Projects including any part thereof or any services preparatory thereto. This provision shall survive the termination of this Agreement.

Notwithstanding the foregoing, the parties agree to exercise their best efforts and to proceed reasonably and with due diligence to agree to the form and the terms and conditions of the bids.

- b) Any negotiations with the Owner or any sureties, subsequent to the submission of the bids, whether before or after the awarding of the Contracts, shall be conducted by the Executive Committee defined later herein, and costs related thereto shall be borne by the Joint Venture.
- c) Except as is provided in this Agreement, during the term of this Agreement none of the parties to this Agreement shall, without the previous written consent of the other party, directly or indirectly bid for or take any interest for its own benefit in the execution or carrying out of the construction of the Projects or any part thereof or any services preparatory thereto and each of the parties shall do all in its power to ensure the observance of this prohibition by all persons from time to time in its employment and all of its affiliates and subsidiaries or parent company as defined by Federal or State law.
- d) Except as is herein provided to the contrary, or unless otherwise mutually agreed upon by the parties hereto:

- (i) each of the parties hereto shall assume its own expenses incurred prior to submission of the bid; and
  - (ii) no payment shall be made by the Joint Venture to either party or to any third party in reimbursement of expenses incurred by such party in connection with the preparation of the bid unless by prior mutual agreement.
- e) If the parties are required to post bid bonds in connection with their bids for construction of the Projects, each party agrees to pay its Proportionate Share, as defined below, of the cost of any bid bond required for the Project. If successful, the cost of the bid bonds, if any, shall be borne by the Joint Venture.
  - f) If the bids are accepted by the Owner, or if the parties are successful in negotiating the Contracts subsequent to the submission of the bid, the parties shall execute the contracts, and shall take such other steps as may be required to make the Contracts legal and binding agreements among the parties, and the Owner. If the bids are not accepted by the Owner and if the parties are not successful in negotiating the Contracts with the Owner within six (6) months of submission of the bid, then this Agreement shall terminate, subject to the rights and obligations of the parties accrued prior to such termination.

**ARTICLE 3: PARTICIPATION OF PARTIES**

- a) Except as may be provided to the contrary in this Agreement, the interests of the parties in any profits, and their respective shares in any losses and liabilities that may result from the performance of the Contract, and their interests in all property, equipment and other assets acquired by the Joint Venture, and all monies received in connection with the performance of the Contract shall be as follows:

| <b>PARTY</b>               | <b>PROPORTIONATE SHARE</b> |
|----------------------------|----------------------------|
| Walsh Construction Company | 50%                        |
| Austin Commercial, L.P.    | 50%                        |

(the said percentage for each party being hereinafter called its "Proportionate Share").

- b) Each of the parties hereto agrees that in the event of any losses arising out of, or resulting from the submission of the bids (except those expenses incurred by any party in connection with the preparation of the bids) and/or the performance of the Contracts, each party hereto shall assume and pay its Proportionate Share of such losses. If for any reason any party hereto incurs any liabilities or is required to pay

any losses arising out of or resulting from the submission of the bids (except those expenses incurred by any party in connection with the preparation of the bids) and/or performance of the Contracts, or the posting or furnishing of the necessary bid bonds or performance or payment bonds, or payment under the terms of such bonds, which are in excess of its Proportionate Share, the other party shall reimburse such party in such amount or amounts as the losses or expenses and/or liabilities assumed or incurred by such party exceed its Proportionate Share in the total losses, expenses and liabilities of the Joint Venture, so that each member of the Joint Venture will then have paid its Proportionate Share of such losses. To that end, each party hereto agrees to indemnify the other against, and to hold the other harmless from, any and all losses, expenses and liabilities of the Joint Venture that are in excess of the other's Proportionate Share. The obligations under this subparagraph shall survive completion or termination of the Projects or this Agreement.

- c) Each of the parties agrees to place at the disposal of the Joint Venture as directed by the Executive Committee the benefit of all its experience, technical knowledge and skill and shall in all respects bear its share of the responsibility and burden of completing the Contracts including the provision of information, advice and assistance for the execution of the Work.
- d) If certain portions of the Work on the Project will be performed by either party to this Agreement, as approved by the Executive Committee, such portions of the Work shall be defined in a separate Subcontract Agreement between the Joint Venture and the performing party.

#### **ARTICLE 4: EXECUTIVE COMMITTEE**

- a) To facilitate the handling of any and all matters and questions in connection with performance of the Contracts, a Joint Venture Executive Committee shall be established comprised of one representative from each of the parties hereto. Each of the parties hereby appoints the following representative and alternate to act for it in all such matters with full and complete authority to act on its behalf in relation to any and all matters and things in connection with, arising out of, or in relation to any and all matters, questions and things involving performance of the Contracts.

Each of the members of the Walsh Austin Joint Venture II listed below agree to be held jointly and severally liable for any and all duties and obligations of the Joint Venture as the Offeror under the Bradley West Core Improvements at the LAX Airport and under any Contracts or Agreements arising there from, which have been authorized by the Executive Committee of the Joint Venture. The following individuals are authorized to execute documents on behalf of the Joint Venture.

| <b>PARTY</b> | <b>REPRESENTATIVE</b> | <b>ALTERNATE</b> |
|--------------|-----------------------|------------------|
|--------------|-----------------------|------------------|

Walsh Construction  
Company  
Austin Commercial,  
L.P.

Vince Piscopo  
Ralph Ketchum

Michael Whelan  
Fernando Urioste  
Peter Durbin

Any party may at any time and from time to time change its appointed representative or alternate by filing with the other party a written notice in accordance with this Agreement. The alternate representatives shall serve only when the primary representative is absent or unable to serve.

- b) The representatives of the parties constituting the Joint Venture Executive Committee, who are designated in accordance with this Agreement shall hereafter be known as the Executive Committee and shall meet quarterly or as requested by any member of the Executive Committee, subject to ten (10) days notice (or such lesser period upon which the members of the Executive Committee may agree), to act on matters within the mandate of the Executive Committee. Such meetings shall be in person or by telephone conferencing. A resolution in writing, signed by all of the members of the Executive Committee shall be as valid as if it had been passed at a meeting of the Executive Committee.
- c) Decisions shall be taken by resolution with each of the representatives of each party having a vote equal to his party's Proportionate Share. The parties acknowledge that it is their wish that all decisions of the Executive Committee shall be unanimous. However, in the event that the Executive Committee is unable to reach a unanimous decision, then such decision shall be determined in accordance with Article 17. Notwithstanding the foregoing, decisions on the following issues shall be by unanimous decision of the Executive Committee.
  - i) major extension of the scope of the Work;
  - ii) alteration to this Joint Venture Agreement;
  - iii) disposition of the plant, equipment, tools or salvageable materials of the Joint Venture;
  - iv) insurance coverages, including deductible amounts, to be obtained and maintained by the Joint Venture in connection with the Work;
  - v) any decision under ARTICLE 9 or 14 to pay or return capital, contributions, head office overhead or profit to the parties prior to the completion of the Joint Venture;
  - vi) any decision to initiate or settle significant claims against the Owner, any subcontractors or suppliers, or other third parties; and

- vii) any decision for which any other provision of this Agreement specifies unanimous approval of the parties.
- viii) execution or amending the Contract.
- ix) establishing a Guaranteed Maximum Price and the Contract Time.
- x) establishing the cost structure for the job cost accounting.

In the event that the Executive Committee shall fail to reach unanimous agreement on the disposition of the plant, equipment, tools or salvageable materials of the Joint Venture, such issue shall be determined as provided in sub-clause (d) of ARTICLE 13.

- d) Every decision of the Executive Committee upon any of the matters within its mandate under this Agreement shall be binding upon the parties as if the same had been included in the provisions of this Agreement at the time of the execution hereof.
- e) If neither the representative of a party nor his alternate attends a duly convened meeting of the Executive Committee, the meeting shall be adjourned and requested again giving notice as aforesaid.
- f) The Executive Committee shall have the mandate to deal with all decisions, commitments, agreements, understandings and all other matters pertaining to negotiations with the Owner or any sureties subsequent to the submission of the bid and pertaining to performance of the Contract.

The Executive Committee shall have power and authority:

- i) to supervise and control the performance of the Managing Party later defined herein;
- ii) to exercise control and make decisions on general policy matters related to the Joint Venture which are not specifically delegated to the Managing Party, or the Project Manager;
- iii) to review for approval the Managing Party's recommendations in such matters as the overall plan for execution of the Work, determination of the amount of working capital required, the timing of calls for working capital contributions, the determination of requirements and plans for the acquisition of any plant or equipment, the determination of the need for and the terms of subcontract or material supply agreements, the approval of salary schedules, the return of working capital advanced by the parties to this Agreement and the distribution of profits earned;

- iv) to delegate the authority to act for and bind the parties to this Agreement in connection with all or any part of the performance of the Work. Said delegation of authority to either one of the parties, or to any other person or persons may be revoked at any time;
  - v) to receive and review reports on the progress of the Work from the Managing Party. The contents and timing of reports shall be determined by the Executive Committee. The Project Manager shall meet with the Executive Committee when requested by said Committee;
  - vi) to determine the amount of any reserves required for any warranty period in respect of any unsettled claims, demands or other contingents of the Joint Venture relating to the Work; and
  - vii) to set the financial reporting period year end for the Joint Venture.
- g) All business transacted at meetings of the Executive Committee shall be recorded in suitable minutes by the Managing Party and distributed to all parties hereto for comment, correction and acceptance within two weeks.

#### **ARTICLE 5: MANAGING PARTY**

- a) Walsh Construction Company is hereby designated as the Managing Party of the Joint Venture. The parties shall decide in the future which Party will be the Managing Party for the remaining two projects. The Managing Party shall have charge and supervision over the timely and satisfactory performance of the Contract, subject, however, to the superior authority and control of the Executive Committee.
- b) The Managing Party shall have authority to appoint and replace from time to time the various salaried and hourly personnel necessary to develop and operate the Work, and to negotiate, execute and deliver purchase orders, rental agreements, labor agreements, subcontracts and such other agreements as are necessary and appropriate to carry out the Contract. The Managing Party shall not consent to any major extension to the scope of the Work without the unanimous approval of the Executive Committee.
- c) The Managing Party shall be responsible to establish a project office in the proximity of the work and conduct all business affairs on behalf of the Joint Venture including but not limited to payment of accounts, and furnishing statements and reports concerning the financial status of the Joint Venture and progress of the Work as required by the Executive Committee. The Managing Party shall furnish each of the parties with a monthly cost report, projected cost at completion and a monthly financial statement calculated on the percent of

completion basis and any other accounting information deemed necessary by either Party. The Managing Party if deemed necessary by the Executive Committee shall arrange for a year-end audit to be performed by an independent accounting firm selected by the Executive Committee. All job cost, projections, Owner billings, and other accounting data defined by the Executive Committee, shall be made available in electronic read-write format.

- d) Other off-site overhead services required to support the performance of the Contract shall be furnished by the Managing Party.
- e) The Managing Party shall be reimbursed for administration and IT costs such as computer services, including allocated main office computer charges for purposes of processing payroll, subcontract and accounts payables, reasonable costs of clerical and bookkeeping services, equipment charges and project control reports ("Data Processing Costs"). This charge will be charged to the Owner as cost of the Work on the basis of contract billings under these Contracts. To the extent the Data Processing Costs are not funded by the Owner, the Joint Venture shall reimburse the Managing Party the fixed amount of \$15,000.00 per month during the Project duration. The Managing Party shall also be reimbursed \$7,000.00 per month for reasonable costs of electrical and bookkeeping services performed for the Joint Venture.

#### **ARTICLE 6: PROJECT PERSONNEL**

- a) The Managing Party shall designate a Project Manager for each project who shall serve at its pleasure and be subject to its control. The Project Manager shall be delegated responsibility for the practical execution and carrying out of the Work and shall have such specific powers as the Managing Party may, from time to time, delegate.
- b) Each party agrees that it shall supply and make available to the Project Manager such of its supervisory, managerial and other personnel as shall reasonably be required in order to successfully perform the Contract, as determined by the Executive Committee. Such employees shall remain in the employment of the particular party and shall not be employees of the Joint Venture but shall cooperate with and serve under the authority of the Project Manager. All costs of employment of such employees shall be reimbursed or paid to the providing party at actual costs incurred or upon terms to be established by the Executive Committee.
- c) Each Party agrees that upon entering into this Agreement and for a period of not less than one year following the completion of all the Contracts, the Parties and their subsidiaries and affiliates shall not make offers, enticements and/or inducements to cause employees of another Party to leave the employ of that Party and enter into employment with the other Party and/or any affiliate or subsidiary of

the Party. This provision is limited to a Party's employee who participated in some material way with the Work.

- d) It is the intention of the parties that all losses incurred by the Joint Venture shall be shared by the parties in accordance with their Proportionate Shares, whether or not such losses are caused or contributed to by any of the parties hereto, the Managing Party, the Project Manager, the members of the Executive Committee or any of their respective directors, officers or employees, provided that such persons are not acting in bad faith. Accordingly, in connection with or in carrying on its or his duties or responsibilities pursuant to this Agreement or under the Contract, none of the parties hereto, the Managing Party, the Project Manager, the members of the Executive Committee and their respective directors, officers and employees shall be liable to the Joint Venture or either of the parties hereto for its or his acts or omissions, whether or not such acts or omissions are negligent, provided that it or he is not acting in bad faith. The Joint Venture shall indemnify and save harmless all such persons for any claims, losses, damages and costs arising from or in connection with its or his carrying out its or his duties or responsibilities under this Agreement or the Contract except in the event of such bad faith.

#### **ARTICLE 7: WORKING CAPITAL**

- a) All working capital, when and as required for the performance of the Contracts, shall be furnished by the parties in accordance with their Proportionate Shares. The need for working capital and the dates on which it is to be furnished shall be determined by the Executive Committee, each such determination shall be binding and conclusive on the parties. The Managing Party shall use its best efforts to give written notice at least thirty (30) days prior to the date for payment thereof provided that the giving of less than thirty (30) days notice shall not affect the obligation of the parties to make the contribution on the date set for payment. The working capital so provided and all other funds received by the Joint Venture shall be deposited in such banks and may be withdrawn on the conditions set forth in ARTICLE 8. Those authorized to deal with funds of the Joint Venture shall be bonded in such amounts and in such companies as the Executive Committee shall determine.
- b) The Managing Party will make use of working capital for payment of current obligations of the Joint Venture as they become due.
- c) Not Used.
- d) All monies received by the Joint Venture, whether as advances by the parties to this Joint Venture, as payments under the Contracts or otherwise, shall be treated and regarded as and are hereby declared to be, trust funds for the performance of the Contracts and for no other purpose until the Work shall have been fully completed and accepted by the Owner, and until all obligations of the parties hereto shall have

been paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created.

- e) Should any party (the "Defaulting Party") be unable or fail or neglect to contribute its Proportionate Share of the working capital within 7 calendar days after the date set for the contribution thereof by the Executive Committee, the other Party (the "Non-Defaulting Party") may, at their option, pay the share of the Defaulting Party (the "Defaulting Party's Contribution"). If the Non-Defaulting Party pays all or part of the Defaulting Party's Contribution, such payments shall be deemed to be demand loans made by the Non-Defaulting Party to the Defaulting Party. Such loans shall be immediately repayable by the Defaulting Party without notice and shall bear interest at a rate per annum equal to 3% above the Prime Lending Rate, determined on a day to day basis. Such loans shall be and are hereby declared to be secured by a paramount lien and charge on the interest of the Defaulting Party in the Joint Venture and the Defaulting Party shall and does hereby assign to the Non-Defaulting Party its right to any payments from the Joint Venture as further security for such loans, but only to the extent of such default. Partial payments in respect of such demand loan shall be applied firstly to accrued interest and secondly to reduction of principal. Each Party shall execute and deliver to the others such documents as are reasonably necessary to perfect such lien including, without limitation, a Security Agreement and UCC-1 Financing Statements. In this Agreement, "Prime Lending Rate" means that rate declared from time to time by Bank of America of Chicago as being its prime lending rate for commercial loans.
- f) For any period during which a Defaulting Party remains indebted to the Non-Defaulting Party pursuant to sub-paragraph 7(d) hereof:
  - i) the voting strength of the representative of the Non-Defaulting Party shall be increased to the proportion that its actual contributions to working capital (including loans therefore to the Defaulting Party) bear to the total contribution made to working capital by the parties and the voting strength of the representative of the Defaulting Party shall be decreased accordingly;
  - ii) the Defaulting Party shall remain obliged to continue to contribute its original Proportionate Share of working capital as required from time to time; and
  - iii) the Defaulting Party shall remain liable for any losses of the Joint Venture in accordance with its original Proportionate Share.
- g) In the event that the Non-Defaulting Party does not pay the Defaulting Party's Contribution, then the Non-Defaulting Party at their option may terminate the Defaulting Party's interest in the Joint Venture, in accordance with ARTICLE 15.

- h) All working capital advanced shall be repaid to the parties advancing the same prior to the distribution of any profits. All repayments of working capital shall be in the reverse order to which they were paid in. Each such repayment of working capital shall be repaid to the Joint Venturers in the same ratio as it was paid in by the parties. In no event will repayment of any working capital or advance distribution of anticipated profit reduce the obligation of the parties for future contributions of working capital or for losses of the Joint Venture.
- i) In the event that a Defaulting Party is indebted to the Non-Defaulting Party pursuant to sub-paragraph 7(d) hereof, any monies otherwise payable to the Defaulting Party by the Joint Venture shall be paid to the Non-Defaulting Party to be applied in reduction of the loans until the loans by the Non-Defaulting Party to the Defaulting Party have been paid in full.

#### **ARTICLE 8: BANKING**

- a) A bank account or accounts shall be opened in the name of the Joint Venture in such bank or banks under such description or descriptions as the Executive Committee may determine. All working capital contributions made by the parties hereto, and all of the funds received by the Joint Venture or by any of the parties on behalf of the Joint Venture in connection with the performance of said Contract shall be deposited in such bank account or accounts. Withdrawals may be made by check or draft or other instrument in such form as the Managing Party may from time to time direct. All withdrawals and each check, draft or other instrument shall be signed by two persons authorized by the Executive Committee. All persons authorized to draw against the funds of the Joint Venture shall be bonded in such company or companies and in such amounts as the Executive Committee shall determine. Neither party will unreasonably restrain and/or refuse to authorize withdrawal of funds for payment of proper expenses relating to the Work.
- b) Unless otherwise previously agreed in writing by the Executive Committee, no payments shall be made or monies withdrawn from any such bank account or accounts except for the purposes of the Joint Venture. Monies not immediately required for the purposes of the Joint Venture may be invested in securities or other investments in the name of the Joint Venture. The Executive Committee shall provide to the Managing Party a listing of acceptable securities and investments. Under no circumstances shall such securities or investments be stocks, bonds, or other instruments of debt and equity issued on behalf of any of the parties or affiliated companies to the parties of the Joint Venture. No part of any funds deposited in any bank account or accounts of the Joint Venture shall be paid or returned to any of the parties except as specified herein or as may otherwise be determined by the Executive Committee.
- c) No money shall be borrowed or financing arranged for the account of the Joint Venture, nor shall any assets of the Joint Venture be charged, assigned, mortgaged,

pledged or hypothecated, unless approved by the Executive Committee. If any monies are so borrowed, they shall be repaid in full prior to return of any working capital and distribution of gains or profits.

#### **ARTICLE 9: ACCOUNTING**

- a) Separate books of account of the Joint Venture and its operation shall be kept by the Managing Party and maintained at the office of the Joint Venture. Financial Statements and other reports, as directed by the Executive Committee, of the financial condition of the Joint Venture shall be made to each party each month or upon demand by the Executive Committee. All records of the Joint Venture shall be open to examination and photocopy at any reasonable time by any of the parties hereto. Such records and documents shall not be removed from the place where they are usually kept, without the previous consent of the Executive Committee.
- b) If deemed necessary by the Executive Committee, annual audits shall be made and furnished each party by an independent firm of accountants selected by the Executive Committee. If deemed necessary by the Executive Committee, upon completion of the Contract there shall be a final audit of all accounts, records and other pertinent data and a complete and final accounting shall be furnished each party for its approval and acceptance.
- c) The cost of independent audits and the keeping and maintaining of the separate books of account during the course of the Work shall be a part of the cost of the Joint Venture. To the extent records must be kept subsequent to the completion, and acceptance by all the parties, of the final accounting, they shall be kept at such place as the parties shall determine and the cost shall be borne by the parties in accordance with their Proportionate Shares.
- d) The currency of the account of the Joint Venture shall be United States of America (U.S.A.) dollars.

#### **ARTICLE 10: BONDS & INSURANCE**

- a) The Managing Party shall obtain and maintain insurance on behalf of the Joint Venture and each of the parties hereto as required by the Executive Committee or under the Contracts including, without limiting the generality of the foregoing, liability insurance respecting the Work and insurance respecting fire and other perils on all tools, equipment and other assets of the Joint Venture. The type and amount of insurance will be determined by the Executive Committee which shall approve the coverage and cost of said insurance prior to its purchase. All contract performance, payment and other bonds that may be required by the Joint Venture shall be obtained and maintained in the name of the Joint Venture by the Managing Party. Each party must contribute bonding capacity in accordance with its

Proportionate Share. All parties shall lend their best efforts to obtain any and all bonds and insurance required in connection with the Joint Venture. Each party shall execute such indemnity agreements and other agreements as may be required by the companies writing the bonds.

- b) All premiums for bonds and insurance required on the project and in the name of the Joint Venture shall be a direct cost to the Joint Venture.
- c) The insurance broker for all bonds and insurance required by the Joint Venture shall be determined by the Executive Committee.
- d) In the event any party is presently undertaking performance of a construction contract, including the Contract, under conditions where performance and/or payment bonds required in connection with any such contracts cannot be produced from the sureties by furnishing the same upon sole credit of the party, but only with the aid or personal indemnity of an officer(s) and/or stockholder(s) and/or general partner(s) and/or limited partner(s) of the party or by the giving of other indemnity, the party agrees to the extent that such indemnification as aforesaid shall be furnished to any such surety, the same in like amount shall be extended to the Joint Venture.

#### **ARTICLE 11: TREATMENT OF COSTS**

- a) Costs incurred by any of the parties hereto in the performance of the Contracts or while directly engaged in the business of the Joint Venture shall be reimbursed by the Joint Venture to such party. Reimbursable costs shall be limited to:
  - i) the salary and all other employment-related expenses including benefits, payroll taxes and deductions of approved office and field personnel for the period of direct involvement, provided prior approval of the Executive Committee has been received;
  - ii) all reasonable costs of travel, lodging, food, subsistence and such related miscellaneous expenses in accordance with the party's company policies, provided prior approval by the Executive Committee has been received; and
  - iii) compensation for services or equipment rental provided by either one of the parties, provided prior approval of the Executive Committee has been received.
- b) Costs reimbursable to the parties shall not include any charges for expenses in submitting the bid.
- c) Direct job costs for materials, equipment, subcontractors, insurance, bonds, taxes, supplies, services, relocation costs and other expenses necessary for the

performance of the Contract shall be incurred and paid directly by the Joint Venture.

- d) Each party shall submit to the Joint Venture, at least five (5) days before billings are to be submitted by the Joint Venture to the Owner under the Contract, documentation approved by its designated representative, showing amounts due such party for costs incurred to date. Such documentation shall be in such form as to enable the Joint Venture in all respects to meet the billing requirements of the specifications of the Contract (if appropriate).
- e) Salary costs and travel expenses of the members of the Executive Committee shall not be reimbursed to the parties to the Joint Venture, nor shall the salary costs and travel expenses of other members of management of the parties to the Joint Venture not directly engaged in the business of the Joint Venture.

#### **ARTICLE 12: TAXES**

Taxes and duties levied upon the Joint Venture as an entity, if any, shall be borne by the Joint Venture prior to the repayment of working capital or distribution of profits. For income tax purposes, Federal, State, or otherwise, the parties hereby elect and agree that the Joint Venture shall not be taxed as an entity but each party shall be taxed separately on its share of the profits of the Joint Venture. Each party hereto shall be separately responsible for any taxes levied on its receipts from the Joint Venture or otherwise incurred of whatsoever description and shall indemnify the other party in respect of its liability therefore.

The Managing Party shall prepare and file all Joint Venture tax returns and reports required under law on the "percentage of completion" method. The other party shall be allowed sufficient time to review the Joint Venture's annual Federal and State Partnership returns prior to filing and shall be provided all financial records and returns necessary for them to prepare their own individual tax returns. The other party shall review and approve all tax elections made or required to be made by the Joint Venture prior to filing of tax returns. The Joint Venture's annual Federal and State Partnership returns shall be submitted to the other party for review no later than March 15<sup>th</sup> each year a return is filed. The Managing Party shall be designated as the Tax Matters Partner ("TMP") pursuant to IRC 6221. The TMP's authority is limited such that it may not bind the other party to an audit, administrative adjustment, settlement agreement, a petition for review of a final partnership administrative adjustment or any change in the Joint Venture's returns as filed that will affect the parties' tax status or tax liability without the approval of the other party.

#### **ARTICLE 13: ASSETS**

- a) All tools and equipment used in the Work shall be purchased, rented or leased by the Joint Venture at competitive prices. The Managing Party may purchase, rent or lease such tools and/or equipment in the name of the Joint Venture, providing however, any capital expenditures in excess of fifty thousand dollars (\$50,000.00) shall first be approved by the Executive Committee. Either party hereto may rent its own tools and equipment to the Joint Venture providing that the terms of the Contract, this ARTICLE, and ARTICLE 2(c) are complied with.
- b) The Managing Party shall notify all parties of the need for rented equipment and allow all parties the opportunity to furnish rented equipment to the Joint Venture.
- c) Equipment rented from a party shall not exceed three (3) months duration without approval of the Executive Committee and shall be charged as a direct cost at a rate to be negotiated and agreed by the Executive Committee.
- d) During the course of the Work and upon completion of the Work, the Managing Party shall determine what part of the plant, equipment, tools and salvageable materials belonging to the Joint Venture are no longer needed for completion of the Contract, and shall dispose of the same in such manner, at such times, and at such prices as the Executive Committee shall determine. In the event the Executive Committee is unable to unanimously agree as to a manner, a time and price for any such disposition, the plant, equipment, tools and salvageable materials so determined to be surplus shall be disposed of as follows:
  - i) the Joint Venturers shall employ, at the expense of the Joint Venture, a qualified person to examine and appraise each such piece of plant, equipment, tools and salvageable materials. A copy of such appraisal shall be sent promptly to each party hereto. Each party shall have the privilege to notify the Joint Venture in writing within ten (10) days of the date of receipt of such appraisal of which, if any, such pieces of plant, equipment, tools and salvageable materials each party wishes to purchase at the price set forth in such appraisal, and any party so notifying the Joint Venture of its desire to purchase any such piece of plant, equipment, tools and salvageable materials shall be permitted to do so at the price set forth in such appraisal at any time within thirty (30) days after so notifying the Joint Venture of its desire to purchase; provided, however, in case more than one party desires to purchase the same lot or piece of plant, equipment, tools or salvageable materials the same shall be divided by the Executive Committee among the parties based on highest negotiated price received, each party having the opportunity to a final bid;
  - ii) any such piece of plant, equipment, tools or salvageable materials not disposed of pursuant to subparagraph (i) above may be sold by the Managing Party at the appraised value thereof set forth in the appraisal referred to in subparagraph (i) above;

- iii) any piece of plant, equipment, tools and salvageable materials not disposed of pursuant to subparagraphs (i) and (ii) shall be distributed by the Executive Committee to the parties in proportion to their interest in the Joint Venture according to a formula based upon the appraised value referred to in subparagraph (i) above; and
- iv) when a party has acquired any surplus plant, equipment, tools or materials pursuant to the foregoing, it shall thereafter be responsible for its prompt removal and care.

#### **ARTICLE 14: DISTRIBUTION OF ASSETS/LIABILITIES**

- a) The Executive Committee may determine from time to time during the course of the Work, that some of the Assets (including earned and collected contract profit) held and acquired by the Joint Venture may be divided among or paid to the parties, in accordance with their original Proportionate Share except as otherwise provided by this Agreement.
- b) Upon completion of the Work, receipt of final payment under the Contract and all other accounts receivable including proceeds of the sale of all plant, equipment, tools and salvageable materials and other real or personal property sold in accordance with the provisions herein, and after paying or providing for payment of all known costs and expenses of the Joint Venture and after repayment of all loans of the Joint Venture and after reimbursing the parties for costs as herein provided and after setting aside such reserves for unsettled claims, demands and other contingencies as the Executive Committee may deem proper and advisable, and after the repayment of all sums advanced for working capital, the Executive Committee shall cause a final accounting to be prepared showing the total net profit earned or loss incurred by the Joint Venture. The books of account of the Joint Venture shall be conclusive in establishing whether a profit has been realized or a loss sustained and the amount of such profit or loss.
- c) If such final accounting shall indicate that a net profit has been realized such remaining undistributed profit shall be distributed among the parties in proportion to their entitlement to profits of the Joint Venture in accordance with ARTICLES 3, 7, 14 and 15 hereof. When and if the monies set aside as reserves for the payment of unsettled claims and demands and other contingencies are no longer required for the purposes intended, then such monies shall be similarly distributed among the Joint Venturers.
- d) If the performance of the Contracts results in a loss, the parties shall be obligated in accordance with their respective original Proportionate Shares, for any such loss (taking into account the fact that any party may have advanced more than its Proportionate Share of working capital as provided above). Such proportionate liability for each party for the bearing of losses shall continue with respect to any

claims which, at any time either before or after the completion of the Contract, shall be made against them, or any of them, by reason of the Joint Venture. Final distributions or contributions on liquidation of the Joint Venture will be made in accordance with the capital account balances of the Joint Venturers.

#### **ARTICLE 15: TERMINATION AND DEFAULTS**

- a) This Agreement shall commence as of the day and date first above written and it shall remain in full force and effect until terminated by written agreement of the parties hereto or until terminated as otherwise provided herein or until payment to the parties of all monies due to them under this Agreement and settlement of all liabilities under or in respect of performance of the Contract or otherwise in respect of the Work, or if the bid has not been submitted by December 31, 2009.
- b) If any party hereto (the "Defaulting Party") shall:
- i) commit an act of bankruptcy; or
  - ii) become bankrupt; or
- if, in respect of any party hereto (the "Defaulting Party"):
- iii) an order is made or a resolution is passed for the winding-up or other termination of its existence; or
  - iv) a liquidator, receiver or receiver-manager of its business or undertaking is duly appointed; or
  - v) an order debaring or suspending it from contracting for public construction work is issued;
- then the Defaulting Party's interest in the Joint Venture shall forthwith terminate.
- c) If any party hereto (the "Defaulting Party") shall default in any of its obligations under this Agreement including, without limiting the generality of the foregoing, fail to make available personnel as required by the Executive Committee, fail to make available the benefit of its experience, technical knowledge and skill or fail to contribute its share of working capital (subject to ARTICLE 7), then the other party (the "Non-Defaulting Party") may give written notice to the Defaulting Party specifying the event of default.

In the event that the Defaulting Party does not cure its default within seven (7) days after receipt of such notice then the Non-Defaulting Party may terminate the Defaulting Party's interest in the Joint Venture. Notwithstanding the foregoing, the Non-Defaulting Party shall not have the right to terminate the Defaulting Party's

interest in the Joint Venture in the case of an event of default under this sub-paragraph c) if such event of default is incapable by its nature (as opposed to the circumstances, including the financial circumstances, of the Defaulting Party) of being cured within seven (7) days and if the Defaulting Party commences curing such default within seven (7) days after receipt of such notice and thereafter diligently and continuously proceeds with the curing of such default.

- d) Upon termination of the Defaulting Party's interest in the Joint Venture:
  - i) the Non-Defaulting Party may take over and complete the Work;
  - ii) the Defaulting Party shall have no entitlement to share in any of the profits of the Joint Venture arising from Work performed after the date of such default;
  - iii) the Defaulting Party shall have no right to participate in the management or operation of the Joint Venture;
  - iv) the Defaulting Party shall continue to be liable for all existing and future losses and liabilities of the Joint Venture arising from the acts or omissions of the Parties which occurred up to the termination including liabilities to the Non-Defaulting Party under ARTICLE 2 hereof, in accordance with its original Proportionate Share; and
  - v) the Defaulting Party shall only be entitled to the return of its contributions to working capital upon completion of the Work and after payment of all other liabilities of the Joint Venture.
- e) Any Defaulting Party hereunder shall indemnify and hold harmless the Non-Defaulting Party for any loss, claims or liabilities which the Non-Defaulting Party may incur arising out of any breach of this Joint Venture Agreement by the Defaulting Party. The Defaulting Party further agrees to pay all legal expenses required of or by the Non-Defaulting Party to protect their interests or defend any action arising out of the Defaulting Party's breach, including court costs and disbursements and fees on a solicitor and his own client basis.
- f) The remedies herein provided shall be in addition to and shall not limit any remedies the Non-Defaulting Party may have at law or in equity or otherwise.

#### **ARTICLE 16: SUCCESSORS AND ASSIGNMENT**

- a) It being acknowledged that each party is entering into this Agreement in reliance upon the other party being and remaining a party to this Agreement, no party may assign, transfer, pledge or hypothecate its interest, whether directly or by merger with or acquisition by another entity, or any part thereof, in the Joint Venture or in

the Contract or in this Agreement or in any property or monies of the Joint Venture except with prior written consent of the other party and upon such terms as it may reasonably require.

- b) Subject to the foregoing provisions, this Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors, permitted assigns and legal representatives.

#### **ARTICLE 17: DISPUTES**

Any dispute or difference arising out of or relating to the Work or in connection with this Agreement, shall, if not resolved by the Executive Committee, be resolved or compromised by good faith negotiation at the Chief Executive Officer level of the parties. If after the parties have met at the Chief Executive Officer level on at least two separate occasions, or the matter is not resolved within sixty (60) days, then and only then may the dispute or difference be referred to mediation or arbitration upon decision and in a manner determined by the Executive Committee. If the Executive Committee has not referred the dispute to mediation or arbitration within ninety (90) days, and the matter is not resolved, then and only then may any Party initiate legal action.

#### **ARTICLE 18: GOVERNING LAW**

This Agreement shall in all respects be governed by and construed and interpreted in accordance with the laws of the State in which the Project is situated. Subject to ARTICLE 17 hereof, the parties hereto agree to submit to the jurisdiction of the courts having jurisdiction in the location of the Project and to accept service by registered letter of any proceedings issued out of the said courts notwithstanding that said Party may then be located outside the jurisdiction of the said courts.

#### **ARTICLE 19: LEGAL COUNSEL**

- a) The Managing Party shall consider retaining legal counsel agreeable to the Executive Committee for use in connection with any matters of concern to the Joint Venture which may require legal counsel or assistance. The expense of legal counsel shall be borne by the Joint Venture.
- b) Such legal counsel shall represent the Joint Venture and shall not represent the individual interests of any party relating to the Joint Venture, the Contract, the Work or this Agreement without the consent of the others. If separate counsel is required to represent the interests of any party, such party shall be solely responsible for selecting and compensating its legal counsel.

## **ARTICLE 20: NOTICE**

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail, or by fax addressed to the recipient as follows:

a) To: Walsh Construction Company

at: 929 West Adams Street  
Chicago, IL 60607

Attention: Daniel J. Walsh

b) To: Austin Commercial, L.P.

at: 3535 Travis Street, Suite 300  
Dallas, TX 75204  
Fax: 214-443-5790

Attention: David Walls

or to such other address/fax number as may be designated by notice given by any party to the other. Any communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail and, if given by fax, on the day of transmittal thereof. In the event of the disruption of postal service, communications shall be given only by personal service or by transmittal by fax.

## **ARTICLE 21: PUBLICITY**

Any advertisement, press release or statement by any party hereto which involves the other party hereto or the Joint Venture shall meet with prior approval of the Executive Committee. All such advertisements, press releases or statements where practicable shall make due reference to and acknowledgement of the work performed or to be performed by all parties under the Contract.

## **ARTICLE 22: OWNERSHIP AND USE OF DOCUMENTS**

All documents produced for or by the Joint Venture shall be owned by the Joint Venture. Upon termination of this Agreement, each party shall own an undivided interest in such documents in proportion to the entitlement of such party to the profits of the Joint Venture. The documents shall be stored at a location determined by the Executive

Committee and no party shall use these documents for other projects without the prior written consent of the other. Any party may make duplicate copies of such documents without consent of the other party.

#### **ARTICLE 23: INTERPRETATION**

- a) The captions and headings used herein are for convenience and reference only and shall not limit or expand, or be referred to in interpreting or construing the provisions hereof.
- b) Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or body politic or corporation and vice versa where the context so requires.

#### **ARTICLE 24: FURTHER ASSURANCES**

Each party hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

#### **ARTICLE 25: TIME OF THE ESSENCE**

Time shall be of the essence of this Agreement.

#### **ARTICLE 26: UNENFORCEABILITY**

Unenforceability of any part of this Agreement shall affect that part of this Agreement only and the rest of this Agreement shall remain in force and unaffected.

#### **ARTICLE 27: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties in regard to the subject matter hereof, subject to no other oral or written proposals, agreements or understandings whatsoever and, subject to sub-paragraph 4(d), may only be subsequently supplemented or amended by a written agreement subscribed by the parties hereto.

**ARTICLE 28: COUNTERPARTS**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seals under the signatures of their officers duly authorized in that behalf.

**Walsh Construction Company**

Per: *Daniel J. Walsh*  
Name: Daniel J. Walsh  
Title: President

**Austin Commercial, L.P.**  
a Delaware limited partnership  
by Austin Commercial, Inc., its general partner

Per: *Steve Warnick*  
Name: STEVE WARNICK  
Title: VICE PRESIDENT

## EXHIBIT A

### WORKING CAPITAL GUIDELINES

#### **Initial Capital Investment**

It is the intention of The Walsh Group that its joint ventures operate with enough capital to maintain the Walsh Group's established working capital procedures regarding accounts payable and subcontractor payments. To this end, the company has determined that each of its joint ventures be initially funded with a minimum amount of capital. The Walsh Group views 2% of the initial contract value as the minimum amount of initial capital. For jobs that expect to buy/salvage the equipment used by the joint venture, the financing of this equipment will dictate an even larger initial capital investment. While the capital investment will normally be in the form of cash, for capital intensive projects the contribution of capital can take the form of capital equipment. The value of the contributed equipment should be determined by an independent third-party appraisal. While this standard is a guide, the partners are encouraged to agree on appropriate amount for each specific job on a case-by-case basis due to the risk profile, contingency level or fee economics of the joint venture.

#### **Investment of Surplus Working Capital**

As part of the daily treasury management of the Walsh Group bank balances, any excess cash will be invested in highly liquid marketable securities. While commercial paper is the predominant investment vehicle utilized, jumbo certificates of deposits and money market accounts are also available to the joint venture. These investments are segregated from the other Walsh investments and interest is credited to the general joint venture bank account upon maturity. Investment durations range from overnight to less than a year.

#### **Return of Capital and Profits**

Under most circumstances, **NO** profits are to be disbursed by the joint venture until substantial completion is achieved by the joint venture. Upon substantial completion and the agreement of both joint venture partners, up to seventy-five percent (75%) of the then-expected profits of the joint venture may be paid out to the joint venture partners. This disbursement will only be authorized if it would not negatively affect the on-going operations of the joint venture. If a job has reached 50% completion and the net cash flow exceeds 200% of the initial capital contribution for the job, the joint venture may distribute up to fifty percent (50%) of the then-expected profits of the joint venture. This disbursement would be limited by the available cash flow in excess of the 200% limit. Upon final payment and acceptance of the joint venture's work, the remaining profit may be disbursed by the joint venture. Once all obligations have been paid by the joint venture, the initial capital investment will be returned to the joint venture partners.

**Exhibit A**  
**Personnel Authorization**  
**Hourly Rates - R0**  
**Labor Billing Rates**

Maximum Salary Schedule

| <b>Title/Category</b>                       | <b>Average Base Salaries</b> | <b>Maximum Base Salaries</b> |
|---|------------------------------|------------------------------|
| Project Principal                           | \$230,000                    | \$250,000                    |
| Pre-Construction Manager                    | \$160,000                    | \$180,000                    |
| Chief Estimator                             | \$160,000                    | \$180,000                    |
| Senior Estimator                            | \$160,000                    | \$180,000                    |
| Civil Coordinator/Estimator                 | \$140,000                    | \$155,000                    |
| Structural Coordinator/Estimator            | \$140,000                    | \$155,000                    |
| Enclosure Coordinator/Estimator             | \$140,000                    | \$155,000                    |
| Interior Architecture Coordinator/Estimator | \$140,000                    | \$155,000                    |
| MEPFP Coordinator/Estimator                 | \$140,000                    | \$155,000                    |
| Special Systems Coordinator/Estimator       | \$140,000                    | \$155,000                    |
| Senior Design Coordinator                   | \$160,000                    | \$180,000                    |
| Estimator Design Coordinator                | \$130,000                    | \$145,000                    |
| Projects Controls Manager                   | \$150,000                    | \$165,000                    |
| Project Financial                           | \$110,000                    | \$125,000                    |
| Prequalification/Procurement manager        | \$140,000                    | \$155,000                    |
| Diversity Manager                           | \$130,000                    | \$145,000                    |
| Diversity Coordinator                       | \$110,000                    | \$125,000                    |
| LEED Administrator                          | \$110,000                    | \$125,000                    |
| Scheduling Manager                          | \$160,000                    | \$180,000                    |
| Scheduler                                   | \$130,000                    | \$145,000                    |
| Document Control Manager                    | \$100,000                    | \$110,000                    |
| Document Controls Assistant                 | \$80,000                     | \$90,000                     |
| Construction Manager                        | \$160,000                    | \$180,000                    |
| Project/Contract Manager                    | \$150,000                    | \$165,000                    |
| Project Engineer                            | \$85,000                     | \$95,000                     |
| BIM Manager                                 | \$100,000                    | \$110,000                    |
| BIM Coordinator                             | \$90,000                     | \$100,000                    |
| Lead Project Superintendant                 | \$175,000                    | \$195,000                    |
| Logistic Coordinator                        | \$95,000                     | \$105,000                    |
| Utility S/D & C/O Coordinator               | \$95,000                     | \$105,000                    |
| Quality Control Manager                     | \$140,000                    | \$155,000                    |
| Safety Manager                              | \$140,000                    | \$155,000                    |
| Office Manager                              | \$85,000                     | \$95,000                     |
| Administrative Assistant                    | \$70,000                     | \$80,000                     |
| Co-op/Intern Student                        | \$45,000                     | \$50,000                     |

LAWA REIMBURSABLE EXPENSES GUIDELINES  
EXHIBIT "B"  
**LOS ANGELES WORLD AIRPORTS**  
**Construction Manager At Risk (CMAR)**  
**REIMBURSABLE EXPENSE GUIDELINES**

The CMAR shall be reimbursed for the following Reimbursable Costs, in accordance with the following guidelines:

1. **REIMBURSABLE TRAVEL EXPENSES** (while in travel status on LAWA's behalf under the Agreement as follows):

A. TRANSPORTATION

(i) Air Travel - At the lesser of actual cost or airline coach rates when such travel is required and authorized pursuant to a Task Order or in writing by the Executive Director Designee or Engineer in furtherance of work under the Agreement and supported by legible copies of airline tickets. Official travel shall be by the most direct routing and CMAR shall maximize savings whenever possible including advance purchase options. In the cases where the traveler is charged for the first checked bag, the City will reimburse for this fee. Baggage fees for additional items will not be automatically reimbursed unless a justification for a business need is provided. Checked baggage fees are considered a separate reimbursement expense and are not included as part of the per diem.

1. For travel to locations other than LAX, prior written authorization is required and reimbursement of expenses shall be computed based upon the CAO's published index listed for the destination and all conditions are noted above will apply. Only those employees approved may submit travel expenses for reimbursement.

(ii) Local Transportation - Local transportation costs incurred by CMAR while in travel status will be reimbursed as follows:

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

2. Rental Automobiles - Because of their cost, rental automobiles shall be used only when their use will affect a savings or other advantage, or when the use of other transportation is not feasible. Rental automobiles should be limited to compact models when available. A legible copy of the automobile rental agreement is required. Rental of other than compact automobiles is allowable when compacts are not available or if more than two staff members are in the travel status. All rental cars will be returned with a full tank of gas when possible. Fuel charges will be

LAWA REIMBURSABLE EXPENSES GUIDELINES  
EXHIBIT "B"

reimbursed at the market price. Unreasonable or excessive fuel charges by the rental car agency may not be reimbursed.

3. Private Automobile - Use of private or CMAR owned or leased automobiles will be reimbursed at the rate permitted under the Internal Revenue Service published rates as applicable to such costs.

4. Tolls and parking charges for use of ferries, roads, bridges, and tunnels while traveling to and from commercial carriers and parking charges at origination/destination are reimbursable at cost.

(iii) Travel to and from the Site for Home Office Staff who are located in any of the CMAR's office locations in the Los Angeles Vicinity is not Reimbursable.

B. LODGING/MEALS

A per diem will be used to reimburse CMAR for overnight accommodations and meals when in travel status on behalf of LAWA as outlined in the City's travel policy and amended from time to time. If CMAR's internal policy is a lower rate, the lower rate will be used. The per diem rate will be applied as a *meal allowance*, in accordance with the limits established by the City Controller, *plus actual costs for lodging*. The combined total amount of the meal allowance and actual lodging **shall not exceed** the per diem published in the City Administrative Officer's (CAO) Department Budget Manual, Travel Allowances – Air Fare and Per Diem. As the per diem is periodically updated by the CAO, reimbursement shall be made based upon the per diem rate published at the time expenses are incurred. The per diem includes lodging and a meal allowance which covers meals and incidental expenses, as defined by the Internal Revenue Service under Publication 463, for one full day. For traveling employees assigned to the Site on a regular basis, the CMAR may utilize internal policies, such as use corporate apartments, to determine the most cost effective lodging. Prior to leasing or procuring such lodging, the CMAR shall perform a lease versus per diem analysis and provide to LAWA for review and concurrence.

- a. Telephone - Actual cost of business telephone charges, subject to the limits on EMobile charges described below, incurred by CMAR while in travel status is reimbursable. Personal telephone charges are not allowable.
- b. Lodging - Receipts are required and will be reimbursed based on actual cost incurred in an amount not to exceed the per diem less the meal allowance.
- c. Laundry - A reasonable amount of laundry and dry cleaning expense is

LAWA REIMBURSABLE EXPENSES GUIDELINES  
EXHIBIT "B"

allowable if CMAR is required to be in travel status for LAWA for seven (7) consecutive days or more\_

d. Incidental expenses

1. Fees and tips given to porters, baggage carriers, bellhops, hotel maids/servants, stewards or stewardesses and others.
2. Transportation in acquiring meals (this does not include transportation from home to airport and from airport to conference location and back).
3. Expenses above the meal allowance **shall not** be reimbursed even if supported by receipts.

e. Meal and incidental allowance will be prorated at 75% of the daily allowance as follows: (Prorating of meal and incidental allowance is specified under IRS Publication 463.)

On the first day of travel, if flight leaves after 2 p.m.;  
On the last day of travel, if flight arrives before 2 p.m.;  
When some meals are provided as part of the conference

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

f. Expenses incurred by a dependent or other person accompanying the CMAR employee on an official business trip are not allowable. Bills indicating multiple occupants are to be adjusted to single occupancy rate and disallowed unless disclosure is made indicating reason, names, and dates.

g. Please note that reimbursements for LAWA employee's meals are not allowable, except in accordance with City policy.

**2. OTHER REIMBURSABLE EXPENSES**

Supplies, materials and equipment - At actual cost for items used directly in the furtherance of work and supported by receipts on all individual items. Any equipment, copiers, computer software, intellectual property licenses or any other non-consumable supplies (collectively, "Equipment") purchased or licensed by CMAR for use at the Site and reimbursed by LAWA, shall be LAWA's and title therefore shall vest in LAWA upon such purchase or license. Equipment may also be leased if determined to be cost effective. The CMAR shall provide a lease verse purchase analysis for such proposed leased Equipment. If Equipment is currently owned by the CMAR, it may be leased for exclusive use at the Site and on the Project and reimbursed by LAWA at a fair market rate. No such Equipment may be purchased, leased or licensed without the prior written approval of Executive Director Designee or Engineer.

Reproduction - At actual cost of outside reproduction of material and documents required in the furtherance of work.

LAWA REIMBURSABLE EXPENSES GUIDELINES  
EXHIBIT "B"

Computer Services - Computers, peripherals and software not used at the Site are deemed to be standard equipment used in the course of business and as such, shall not receive reimbursement, unless specifically authorized by the Executive Director Designee or Engineer.

EMobile and other Communication Devices - At actual cost for acquisition all devices combined such as cell phones, pagers, radios, etc in an amount not to exceed \$100 per authorized individual. (Job site radio systems are not included in this limit.) Service charges for devices are reimbursable, except unnecessary and/or unreasonable charges such as roaming fees (except roaming fees incurred while in approved travel status), roadside assistance, home long distance, text messaging or any other such feature that are not essential to the individuals job function which will not be reimbursed. The City reserves the right to limit the number of individuals allowed to bill for mobile communication devices.

Vehicle and Equipment Costs - Prior to leasing/purchasing major equipment, trailers and/or vehicles, the CMAR shall perform a lease versus purchase analysis. If the job vehicle is currently owned by the CMAR parent company, it may be leased for exclusive use at the Site and on the Project and reimbursed by LAWA at a fair market/comparable lease rate. The analysis shall be approved by the Executive Director Designee or Engineer prior to leasing and/or purchasing major equipment and vehicles. Job vehicles and vehicles for Key Personnel will be reimbursed at actual leased cost as long as such lease cost is reasonable. Repairs related to normal wear and tear for such vehicles will be reimbursed at actual cost as long as such costs are reasonable. Reimbursement will not be made for repairs related to abuse or neglect by the CMAR nor will repairs related to items covered by insurance be reimbursed. Task Orders will be reimbursed via a wet lease rate when the Task Order so specifies. This rate will cover all cost related to the operation of the vehicle, which includes but is not limited to the lease, insurance, gasoline, maintenance, and repairs.

Relocation Costs -The City will reimburse reasonable relocation costs for Key Personnel only, subject to prior written approval by the Executive Director Designee or Engineer. Relocation costs will be considered on a case-by-case basis, and only when the City determines such expenses are beneficial to the successful completion of the Agreement. Relocation costs shall be for the actual cost paid to employee pursuant to City's standard policies in effect at the time the charges are incurred, and may be limited to a maximum amount approved by the Executive Director Designee or Engineer. The City may adjust its policy or approve relocation costs outside of policy without amending the Agreement.

Training and Seminar Costs - Training and seminar costs for CMAR employees may be reimbursed only if such training or seminar directly benefits the City, and the Deputy Executive Designee or Engineer has approved such training in advance.

Field Office Expenses - Reimbursement for field office expenses shall be made for the actual costs for purchases, rent, utilities, permit fees, license fees, taxes, if any, improvements to leased office space, electrical or telephone installation or rearranging, security and janitorial services, office supplies or any other costs or expenses related to such rented, purchased or leased facility and required by CMAR in

LAWA REIMBURSABLE EXPENSES GUIDELINES  
EXHIBIT "B"

performance of its Services as well as any non-labor costs expended by the CMAR. Field Office communication expenses include reimbursement of actual cost for long distance telephone services. Express mail or other forms of communication used on a day to day, ordinary course basis are reimbursable. Mass mailings that are approved in advance in writing by the Executive Director Designee or Engineer are a reimbursable cost. Cost for bottled drinking water and coffee at the field office is not reimbursable.

Business Meeting Expenses – Subject to LAWA prior approval, reimbursement for business meeting expenses on behalf of LAWA shall be made at actual cost and supported by receipts. A list of attendees and subject of meeting will be required.

All other costs that are not duplicative of costs included or covered by the Overhead Rate - At actual cost for items used directly in the furtherance of work, subject to the prior written approval of the Executive Director Designee or Engineer, and supported by receipts.

Procurement of Major Equipment and/or Vehicles - Prior to leasing/purchasing major equipment and/or vehicles, the CMAR shall perform a lease versus purchase analysis. The analysis shall be approved by LAWA prior to leasing and/or purchasing major equipment and vehicles.

**3. COSTS NOT REIMBURSABLE:**

- A. Include charges for entertainment, first-class airfare, bidding and proposal costs associated with obtaining the Contract, contributions, personal telephone charges, dues and subscriptions, alcoholic beverages, expenses for transportation for personal pursuits, gifts, gratuities, and other charges expressly disallowed under the terms of this Agreement. Extraordinary expenses require prior Executive Director Designee approval.

**4. CMAR SUBCONSULTANTS:**

CMAR Subconsultants shall follow the reimbursable expense guidelines set forth for CMAR above.

**5. COMPENSATION FOR PERSONNEL**

A. Personnel Hourly Rate Calculation

- 1. The CMAR shall be compensated for actual cost of base salaries and wages of professional, technical and support personnel in accordance with the position classifications while directly engaged in the performance of this Contract on an Hourly Rate basis and pursuant to Section 6, herein.

## LAWA REIMBURSABLE EXPENSES GUIDELINES

### EXHIBIT "B"

2. Hourly Rate and compensation shall be calculated for each employee based on the following formulas:
  - a.  $\text{Base Hourly Rate} \times \text{Overhead Factor} = \text{Hourly Rate}$  (Listed in the Personnel Authorization - Hourly Rate Sheet - Exhibit "A")
  - b.  $\text{Hourly Rate} \times \text{Time} = \text{Total Cost}$
3. Base Hourly Rate is defined as either the employees; actual base yearly salary divided by 2,080 hours for salaried employees, or hourly wage rate for hourly employees.
4. The Overhead Factor includes all Fringe Benefits, Fee and Overhead Cost (exclusive of those cost identified as reimbursable above under Section 1, 2 and 4).

The Overhead Factors for this contract are as follows

Walsh/Austin Joint Venture = 2.12

The Overhead Factor for any Sub-Contractors/Consultant providing personnel services and not currently listed above, shall be based upon an Audited Field Office Overhead Rate or a negotiated field office overhead rate. The Overhead Factor for Subconsultant/Contractor shall be approved in writing by Executive Director Designee or Engineer prior to addition of Subconsultant/Contractor personnel to the Personnel Authorization - Hourly Rate Sheet- Exhibit A.
5. Time is the sum of actual hours and fractions thereof worked by each employee directly engaged in the performance of this Contract.

#### **B. Salary Rate Schedule, Adjustments to Personnel Authorization and Overtime**

1. The not to exceed maximum base yearly salaries for categories of employees directly engaged in performing Work under this Contract are listed in Exhibit A. Those maximum salary levels may not be changed without prior written approval of Executive Director Designee or Engineer. Approval adjusting the not to exceed maximum salaries shall not be unreasonably withheld if supported by actual salaries which are reflective of the current competitive market. Not to exceed maximum salary adjustments shall be made in accordance with the CMAR's current approved salary plan. Prior written approval is required and is effective as of the date of approval. The CMAR shall fully document to LAWA's satisfaction that such proposed salaries are indeed reflective of the current competitive market.
2. With LAWA written approval, the CMAR may add to or modify the personnel and categories listed on the Personnel Authorization - Hourly Rate Sheet - Exhibit A. When requesting a modification or addition to personnel on Exhibit A, the CMAR shall submit to LAWA the employees by name, position, company, hourly rate (with supporting documents) and exempt or non-exempt status. The individual hourly rates included in the Personnel Authorization - Hourly Rate Sheet Exhibit A may be re-negotiated for each additional contract year. However, in no event shall the hourly rate be increased by more than four percent (4%) per contract year without prior written approval of the Executive Director's Designee or Engineer. Any and all personnel and associated hourly rate must be approved, in advance, by Executive Director Designee or Engineer and incorporated into the Personnel Authorization - Hourly Rate Sheet.
3. LAWA approval of additional personnel to Exhibit A shall not entitle CMAR to any additional compensation beyond the limit established for the individual Task Order or herein.

## LAWA REIMBURSABLE EXPENSES GUIDELINES

### EXHIBIT "B"

4. LAWA hereby relies upon the CMAR to properly designate its employees as exempt or non-exempt under the Fair Labor Standards Act. LAWA shall not reimburse CMAR for back pay, penalty or interest imposed by the Department of Labor in the event of a dispute regarding the improper designation of its employees.
5. In the event that overtime work is required by non-exempt employees, overtime compensation shall be compensated at the Hourly Rate listed in Exhibit A. Overtime work is as defined by the Fair Labor Standard Act. If there is a premium cost associated with overtime work the premium overtime (OT) must be approved, in advance, by the Executive Director Designee or Engineer, and the premium OT hourly rate shall be computed as follows:

$$\begin{array}{l} \text{Regular Hourly Rate Portion of Work} \qquad \text{Premium Portion} \quad \text{OT Hourly Rate} \\ \text{[(base hourly rate) x (overhead factor)]} + \text{ [base hourly x 0.5]} = \text{OT Hourly Rate} \end{array}$$

6. Personnel time incurred with travel shall not be compensable beyond a normal workday.

#### 6. REIMBURSABLE EXPENSES:

- A. The CMAR shall be compensated for actual cost associated with expenditures pursuant to the individual approved Task Orders and LAWA Reimbursement Expense Guidelines herein.
- B. LAWA shall compensate the CMAR for personnel cost based upon the individuals hourly rate listed in the approved Personnel Authorization and the employees actual Time.
- C. LAWA shall compensate the CMAR for Sub-Contractor/Consultant personnel cost based upon the individuals hourly rate listed in the approved Personnel Authorization and the employees actual Time along with a CMAR mark-up. For Sub-Contractor/Consultant personnel cost, the CMAR applied mark-up shall be 3.95% of said cost.
- D. The CMAR shall be reimbursed for non-personnel related cost, pursuant to and in accordance with the allowable reimbursable expenses and guidelines listed above, with no markup.
- E. The CMAR shall be reimbursed for Sub-Contractors/Consultants non-personnel related cost, pursuant to and in accordance with the allowable reimbursable expenses and guidelines listed above, with no markup.
- F. During pre-construction the CMAR applied mark-up shall only be applied to the approved labor and Sub-Contractor/Consultant personnel costs; however, during construction the mark-up shall apply to all fees.

#### 7 APPLICATION FOR PAYMENT:

- A. With respect to all Requests for Payments related to this Contract, The CMAR shall delivery to LAWA, on a monthly basis an Application for Payment setting forth and detailing the amounts payable to the CMAR under this Agreement for the billing period along with all required substantiating documentation. Each Request for Payment shall contain documentation acceptable to the City. Such documentation shall include invoices for reimbursable expenses, applicable employee time sheets, identification of the scope of work completed, billing by personnel and job classifications and the applicable billing rates. Each Request for Payment shall also contain a cumulative total of all monthly

## LAWA REIMBURSABLE EXPENSES GUIDELINES

### EXHIBIT "B"

billings, shall identify cost broken down per Task Order, Task Order authorization amount, the monthly billing applicable to each Task Order, and a cumulative total applicable to each Task Order.

- B. All Requests for Payment submitted pursuant to this Contract shall be certified by a duly authorized representative of the CMAR in a statement containing the following:  
  
"I certify under penalty or perjury that the above bill/invoice is just, true and correct according to the terms of this Contract, and that payment therefore has not been received."
- C. The CMAR shall also submit with each monthly Requests for Payment, a "Subcontractor's Minority/Women/Disadvantaged Business Utilization Form." The failure to submit said Utilization Form with the Request for Payment, will result in delaying the processing of said invoice.
- D. The CMAR shall maintain, in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries in the monthly billing statement. Such documentation shall be available to the City and its duly authorized representative(s) upon request.
- E. LAWA reserves the right to require additional substantiation regarding any Request for Payment if the Executive Directors Designee or Engineer considers such additional substantiation to be in the best interest of LAWA. LAWA shall process the Request for Payment, following City's normal procedure, upon approval of said request by Engineer.

# Exhibit C

|                         | Progress Printing<br>11.2.2009 | DP #1 - UG Utilities/ Foundations/ Structural Steel/<br>Conveying Equipment/ BHS 1.18.2010 | DP #2 - Exterior Skin & Systems<br>3.29.2010 | DP#3 - Interior Architecture & Finishes<br>5.24.2010 | DP#4 - TBIT Interior Renovation<br>6.26.2010 |
|-------------------------|--------------------------------|--|--|--|--|
| Life Safety             | 50%                            | 100%   |  |  | 100%   |
| Civil                   | 75%                            | 100%   |  |  |  |
| Structural              |                                |  |  |  |  |
| Steel Plans             | 65%                            | 100%   |  |  |  |
| Foundations             | 50%                            | 100%   |  |  |  |
| Details                 | 25%                            | 100%   |  |  |  |
| Architectural           |                                |  |  |  |  |
| Plans                   | 50%                            | 75%  | 90%  | 100%   | 100%   |
| Ext. Elevations         | 50%                            | 75%  | 100%   |  |  |
| Sections                | 50%                            | 75%  | 90%  | 100%   |  |
| Details                 | 25%                            | 75%  | 90%  | 100%   |  |
| Interiors               |                                |  |  |  |  |
| Finish Plans            | 20%                            | 50%  | 80%  | 100%   | 100%   |
| Int. Elevations         | 20%                            | 50%  | 80%  | 100%   | 100%   |
| Details                 | 10%                            | 50%  | 80%  | 100%   | 100%   |
| Vertical Transportation | 50%                            | 100%   |  |  |  |
| Fire Alarm              | 50%                            | 80%  | 100%   |  |  |
| Fire Protection         | 50%                            | 80%  | 100%   |  | 100%   |
| Plumbing                | 50%                            | 80%  | 100%   |  | 100%   |
| Mechanical              | 50%                            | 80%  | 100%   |  | 100%   |
| Electrical              | 50%                            | 80%  | 100%   |  | 100%   |
| Telecommunications      | 50%                            | 80%  | 100%   |  | 100%   |
| Baggage                 | 50%                            | 80%  | 100%   |  | 100%   |
| Acoustics & Paging      | 50%                            | 80%  | 100%   |  |  |
| Security                | 50%                            | 80%  | 100%   |  | 100%   |
| Signage & Graphics      | 50%                            | 80%  | 90%  | 100%   |  |

\*All 5 Packages Identified above will be complete packages with all disciplines included.

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## 00 61 00 BONDS

- A. The CMAR shall file surety bonds with LAWA to be approved by the Engineer in the amounts 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 shall be deemed to be approved unless specifically rejected by the Engineer. Bonds from all other sureties shall be accompanied by all of the documents enumerated in California Code of Civil Procedure §995.660(a). The CMAR shall pay all bond premiums, costs, and incidentals.
- B. Upon approval of the first Component Guaranteed Maximum Price (CGMP) for construction services, the CMAR shall provide a Payment Bond (Material and Labor bond) and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Amount. The CMAR shall submit the Payment and Faithful Performance Bonds within five days of the approval of the first CGMP for construction services.
- C. The Payment Bond shall be maintained by the CMAR in full force and effect until the Work is accepted by the Engineer and until all claims for materials and labor for the Work is paid, and shall otherwise comply with Section 3248 of the California Civil Code.
- D. The CMAR shall arrange to have the Faithful Performance Bond remain in full force and effect for the warranty period or one year after acceptance of the Work, whichever is longer. This shall be done as a guarantee that the CMAR shall satisfactorily correct any deficiencies in materials or workmanship of which the Engineer notifies the CMAR within that year.
- E. Should any bond become insufficient, the CMAR shall renew the bond within ten (10) Days after receiving written notice from the Engineer.
- F. Should any surety at any time determined to be unsatisfactory by the Engineer, written notice will be given the CMAR 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 Engineer.
- G. Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the CMAR or surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

## **00 70 00 CONDITIONS OF THE CONTRACT**

### **00 71 00 CONTRACTING DEFINITIONS**

#### **ARTICLE - 00 71 01 DEFINITIONS**

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

**AGGREGATE GUARANTEED MAXIMUM PRICE** - The total not-to-exceed amount payable by LAWA to the CMAR for complete performance of the Work based on the incremental addition of each Component Guaranteed Maximum Price to the Contract. If the Cost of the Work exceeds the Aggregate Guaranteed Maximum Price, the CMAR guarantees to complete the Work at no additional cost to LAWA.

**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 CGMP by LAWA to pay CMAR for a scope of work which has been identified, but which has not yet been fully defined.

**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. Substantial Completion is not necessarily a condition of Beneficial Occupancy.

**BID PACKAGE** - A set of documents and defined scope of construction work assembled to bid to the construction community with the intent of creating competitive pricing for materials, supplies, equipment or Trade Contractors. Also referred to as Work Package.

**CHANGE ORDER** - A written document issued by LAWA to the CMAR documenting a binding 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 AT RISK (CMAR)** - The person, partnership, corporation, limited liability company, joint venture, or other entity which will provide complete pre-construction and, if approved pursuant to environmental review, complete construction phase services, including all labor, materials, and equipment necessary and reasonably inferable to complete the Work in accordance with LAWA's requirements, and the terms of the Contract. Also

referred to as Contractor.

**CONSTRUCTION MANAGER CONSULTANT** – A Consulting firm, if any, under separate contract with LAWA to provide construction phase oversight of the Construction Manager at Risk (CMAR).

**CONTINGENCY** - A funded line item which may be part of a Component Guaranteed Maximum Price (CGMP) which covers certain allowed costs, which costs are specified hereinafter in the Contract Documents.

**CONTRACT AMOUNT** – The not to exceed dollar amount approved by the contracting authority that may be paid to the CMAR under this Contract.

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

**CONTRACT DOCUMENTS** - The Contract Agreement, the General Conditions, General Requirements, the Contract drawings, Technical Specifications, the CMAR fee percentage form, and any document referenced in said documents. All of the Contract Documents comprise the CONTRACT.

**CONTRACT TIME** - The length of time the CMAR is allowed to complete the Work within the Contract milestones or CGMP schedule, as specified by the Contract Documents.

**CHANGE REQUEST** - A document originated by the CMAR that proposes a modification to the Contract Documents or price.

**COST OF WORK** - Cost necessarily and reasonably incurred by the CMAR in the proper performance of the Work only to the extent they are directly related to the Project.

**COMPONENT GUARANTEED MAXIMUM PRICE (CGMP)** - The Component Guaranteed Maximum Price (CGMP) shall set forth a dollar amount as determined by the CMAR and approved by the Board for incremental construction of a defined element of the Work designed, specified, and reasonably inferred by the Designer, including but not limited to the total direct trade cost, CMAR fee, bond and insurance premiums, together with all CMAR contingency amounts for that portion of the project. Upon acceptance by LAWA, this CGMP is added to the cumulative total of other CGMPS to become the Aggregate CGMP.

**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.

DESIGNER - The firm(s) retained by LAWA to provide architectural and engineering design and consulting services on the Project.

ENGINEER - The Chief Airports Engineer of LAWA.

EQUAL/OR EQUAL - The product, equipment, or material which is proposed by the CMAR for use in the Work at no additional cost which in the sole judgment of the Engineer is equal to or better than the product or material specified in the Contract Documents as to function, performance, reliability, quality, and general configuration. The identification of an 'Equal' is not considered a Substitution as defined in these Contract Documents. It is the responsibility of the CMAR to provide data sufficient for the Engineer to make a determination of an Equal.

EXECUTIVE DIRECTOR - Executive Director of LAWA.

EXECUTIVE DIRECTOR DESIGNEE - Either the Executive Director or his or her designee who shall only be either a Deputy Executive Director or an Assistant General Manager of LAWA.

FINAL ACCEPTANCE - The Executive Director's written acceptance of the Project from the CMAR after certification by the CMAR 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.

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

NEGOTIATED PRICE OR RATE - Any contractual LAWA obligation to pay CMAR, including, but not limited to, a task order, field directive or change order, which is not based on a competitively awarded subcontract amount, is a Negotiated Price or Rate.

NOTICE TO PROCEED - The written notice by LAWA to the CMAR 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 construction Work to be performed by the CMAR as required by the Contract Documents.

**PROJECT MANAGEMENT TEAM (PMT)** - The integrated project management team for LAWA, which includes the Engineer, 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, the PMT, and the CMAR to ensure that the CMAR constructs the Work in accordance with the Contract Documents.

**QUALITY CONTROL(QC)** - Those standards, systems, processes, procedures and activities exercised by the CMAR, 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 can occupy and utilize the Work (or portions thereof) for its intended purpose prior to Final Acceptance of the Work.

**SUBSTITUTION** - Any product, equipment, or material which is proposed by the CMAR for use in the Work, is materially different than that specified in the Contract Documents, and is provided at no additional cost to LAWA which in the sole judgment of the Engineer benefits LAWA in comparison to the product or material specified in the Contract Documents based upon function, performance, reliability, quality, life-cycle cost, and general configuration. All Substitutions will be treated as Change Orders.

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

**TRADE CONTRACTOR** -Any individual, firm, partnership, joint venture or corporation supplying labor, materials, services, supplies or equipment subcontracted to the CMAR and used directly in the work on a competitively bid basis or as otherwise approved by LAWA in accordance with the provisions of

this Contract.

WORK - All labor, materials, equipment, services, subcontracts, permits, licenses and taxes, and all other things necessary for the CMAR to perform its obligations and complete the Project.

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

## **ARTICLE - 00 71 02 COMMON USAGE**

|       |  |
|-------|--|
| 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)                             |
| ARFF  | Aircraft Rescue and Firefighting (Facility)              |
| ATCT  | Air Traffic Control Tower                                |
| ATO   | Airline Ticket Office                                    |
| ATSAC | Automated Traffic Surveillance and Control System        |
| BAS   | Building Automation System                               |
| BAGR  | Bridge Approach Guard Railing                            |
| 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 Dispatch                                  |
| CAPPS | Computer-Aided Passenger Prescreening System             |
| CAPS  | Computer-Aided Profiling System                          |

|                     |   |
|---------------------|---|
| CAN                 | Campus Area Network                             |
| CAS                 | Courtesy Announcement System                    |
| CATV                | Community Access Television System              |
| CBC                 | California Building Code                        |
| CCTV                | Closed Circuit Television                       |
| CGMP                | Component Guaranteed Maximum Price              |
| CI                  | Computer Interface                              |
| CIDH                | Cast-In-Drilled-Hole                            |
| CIP                 | Cast-In-Place                                   |
| CLSM                | Controlled Low Strength Material                |
| CMC                 | Construction Manager Consultant                 |
| CMAR                | Construction Manager at Risk                    |
| CMD                 | LAWA Construction and Maintenance Division      |
| CMMS                | Computerized Maintenance Management System      |
| COW                 | Cost of Work                                    |
| CQC                 | CMAR Quality Control                            |
| 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                          |
| EDS                 | Explosives Detection System                     |
| EIR                 | Environmental Impact Report                     |
| EOD                 | Explosives Ordnance Disposal                    |
| EMC                 | Electromagnetic Compatibility                   |
| EMI                 | Electromagnetic Interference                    |
| ERFF                | Emergency Rescue & Firefighting Facility        |
| ESA                 | Environmentally Sensitive Area                  |
| ETD                 | Explosives Trace Detection                      |
| ETD Resolution Room | (see BIR: Baggage Inspection Room)              |
| EVIDS               | Electronic Video Information Display System     |
| FAS                 | Automated Flight Announcement System            |
| FIDS                | Flight Information Display Screen               |
| FIS                 | Federal Inspection Services                     |
| FMS                 | Facilities Management System                    |
| FOD                 | Foreign Object Debris                           |
| FTA                 | Fully Traffic Actuated                          |
| GC                  | Grade Change (General CMAR)                     |
| GCASP               | General Construction Activity Stormwater Permit |
| 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                                   |
| IED                 | Improvised Explosive Device                     |

|         |   |
|---------|---|
| IPW     | Inspector of Public Works                       |
| IT      | Information Technology                          |
| ITG     | LAWA Information Technology Group               |
| LAMC    | Los Angeles Municipal Code                      |
| LAN     | Local Area Network                              |
| LAX PMT | LAWA Program Management Team                    |
| LAXSUL  | LAX Shared User Lounge                          |
| LIU     | Lightwave Interface Unit                        |
| MBE     | Minority Business Enterprise                    |
| MED     | Median (Medium)                                 |
| MLV     | Multilevel Vertisorter                          |
| MPOE    | Main Point of Entry                             |
| MPOP    | Main Point of Presence                          |
| MTH     | Month   |
| MUX     | Multiplex signal                                |
| MUX V2  | Multiplex Version 2 as provided by GEIS         |
| MAT'L   | Material  |
| 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                          |
| OFA     | Object Free Area (taxiway)                      |
| OH      | Overhead  |
| OPS     | Operations Division                             |
| O/S     | Oversized (Baggage)                             |
| OSR     | On-Screen Resolution                            |
| OBE     | Other Business Enterprise                       |
| PA      | Public Address System                           |
| PAX     | Passenger                                       |
| PBB/PLB | Passenger Boarding Bridge                       |
| PDP     | Power Distribution Point                        |
| PLB     | Passenger Boarding Bridge                       |
| PLC     | Programmable Logic Controller                   |
| POE     | Point of Entry                                  |
| 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                        |
| SIDA    | Security Identification Display Area            |
| SCHED   | Schedule  |
| SOC     | Security Operations Center                      |
| SOCB    | Side Opening Catch Basin                        |

|        |  |
|--------|--|
| SSCP   | Security Screening Checkpoint            |
| SWMP   | Storm Water Management Plan              |
| SWPPP  | Storm Water Pollution Prevention Plan    |
| 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              |
| TTY    | Teletype                                 |
| TWC    | Tenant Wiring Closet                     |
| VAV    | Variable Air Volume                      |
| VFD    | Variable Frequency Drive                 |
| VoIP   | Voice Over Internet Protocol             |
| VMS    | Variable Message Sign                    |
| 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         |

**ARTICLE - 00 71 03 ABBREVIATIONS – INSTITUTIONS AND AGENCIES**

|       |   |
|-------|---|
| AAP   | AvAirPros (airline liaison)                           |
| AQMD  | Air Quality Management District                       |
| ASI   | Aviation Safeguards Inc.                              |
| ASIG  | Airport Services International Group                  |
| ATA   | Airline Transport Association                         |
| 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 |
| FAA   | Federal Aviation Administration                       |
| FEMA  | Federal Emergency Management Agency                   |
| FCC   | Federal Communication Commission                      |
| FIS   | Federal Inspection Services                           |
| GEIS  | General Electric Integrated Systems                   |
| IATA  | International Air Transport Association               |
| ITG   | Information Technology Group (LAWA)                   |
| IITL  | Independent Inspection and/or Testing Laboratory      |
| JACC  | Joint Agency Coordination Center                      |
| LADGS | Los Angeles Department of General Services            |

|             |  |
|-------------|--|
| LADOT       | Los Angeles Department of Transportation                         |
| LACDPW      | Los Angeles County Department of Public Works                    |
| LAFD        | Los Angeles Fire Department                                      |
| LAFTEC      | Los Angeles Fueling Terminal Corporation                         |
| LAPD        | Los Angeles Police Department                                    |
| LAWA        | Los Angeles World Airports                                       |
| LAX         | Los Angeles International Airport                                |
| LAXTEC      | LAX Terminal Corporation (TBIT)                                  |
| LAX-2 Corp. | LAX Terminal 2 Corporation                                       |
| LEO         | Law Enforcement Officer  |
| MTA         | Metropolitan Transportation Authority<br>(of Los Angeles County) |
| MWD         | Metropolitan Water District                                      |
| OSA         | Office of the State Architect                                    |
| PACBELL     | Pacific Bell (Pacific Telesis Group)                             |
| PPD         | Planning & Programming Division (LAWA)                           |
| SBC         | Previously Southern Bell Communications                          |
| SCAQMD      | South Coast Air Quality Management District                      |
| SCG         | Southern California Gas Company                                  |
| SCE         | Southern California Edison                                       |
| SCRRA       | Southern California Regional Rail Authority                      |
| SIPI        | System Integration & Program Implementation<br>consultant        |
| SITA        | Systems Integration and Telecommunications<br>Association        |
| SWRCB       | State Water Resources Control Board                              |
| TBIT        | Tom Bradley International Terminal                               |
| TSA         | Transportation Security Administration                           |
| USCBP       | United States Customs and Border Protection                      |
| USPHS       | United States Public Health Inspection Service                   |
| USDA        | United States Department of Agriculture                          |
| USFWS       | United States Fish & Wildlife Service                            |
| USDOT       | United States Department of Transportation                       |

## **00 72 00 GENERAL CONDITIONS**

### **ARTICLE - 00 72 01 PROSECUTION OF WORK**

A. The CMAR shall be permitted reasonable, uninterrupted access to the Project Site subject to the LAX security, safety, regulatory and operational protocols in place and as revised from time to time. The CMAR shall cooperate with LAWA to reasonably accommodate LAWA's other work on the Project Site.

B. The CMAR shall diligently prosecute the Work to completion. If LAWA determines that the CMAR is failing to prosecute the Work in accordance with

its approved schedule or the Project milestones, the CMAR shall, upon orders from the Engineer, immediately take steps to remedy the situation.

C. All Work performed and services provided hereunder by the CMAR shall conform to the highest professional standards for the construction industry in the State of California.

D. The CMAR expressly agrees that in accordance with generally accepted construction practice, the CMAR and its subcontractors will be required, in carrying out the provisions of this Contract, to assume sole and complete responsibility for job site conditions during the Project, including the safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours.

E. The CMAR shall have control over, have charge of, and be responsible for, construction means, methods, sequences, schedules, techniques and/or procedures necessary for performing, superintending, and/or coordinating all portions of the Project in accordance with the Contract Documents and with applicable health and safety requirements of any regulatory authority, city or state law.

F. The CMAR shall be responsible to the City for acts and omissions of the CMAR's employees, subcontractors, their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the CMAR or any of its subcontractors.

G. The CMAR shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition to receive subsequent Project work.

H. The Project schedules shall at all times reflect the current plan for timely execution, prosecution and completion of the Work and shall document actual progress and time impact of all change orders and changed conditions to date in accordance with the requirements of this section.

I. All Work shall be performed during the Contract durations and the CMAR shall perform Work in a manner which minimizes interruptions or disruptions with the Work of others. The Engineer shall make all determinations resolving any conflicts between CMAR and Other Contractors regarding scheduling and coordination.

J. The CMAR shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including extra shifts and overtime operations and shall furnish such other necessities so as to ensure the prosecution of the Work in accordance with the construction schedule as set forth in the General Requirements Clause titled "Scheduling of Work."

## **ARTICLE - 00 72 02 PROGRESS**

The CMAR shall give LAWA full information in advance as to its plans for performing each part of its Work. If at any time, CMAR's actual progress is inadequate to meet the requirements of this Contract, LAWA may so notify CMAR who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by LAWA, the CMAR does not improve performance to meet the currently approved Construction Schedule, LAWA may require an increase in the CMAR's labor force, the number of shifts, overtime operations, additional days of Work per week and an increase in the amount of construction plant, all without additional cost to LAWA. Neither such notice by LAWA nor LAWA's failure to issue such notice shall relieve CMAR of its obligation to achieve the quality of Work and rate of progress required by this Contract.

### **ARTICLE - 00 72 03 WORK FORCE**

A. Only competent workers shall be employed on the Work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Work by the CMAR and will not be reemployed on the Work.

B. The CMAR's employees shall be restricted to immediate work areas at the Project Site, and shall not go beyond work limits or access routes noted in the Construction Documents, except as otherwise approved in writing by the Engineer.

### **ARTICLE - 00 72 04 KEY PERSONNEL**

A. The CMAR was selected on the basis of the qualifications of the key personnel submitted by the CMAR as part of the CMAR selection process. Continuity and familiarity of the CMAR's key personnel is considered to be an important factor for the successful completion of the Work. Therefore, the CMAR is required to retain key personnel on a full-time basis with no other Project responsibilities throughout the duration of the Project.

B. The positions listed below, or their equivalent, are hereby designated as key personnel under this agreement:

- Project Principal
- Pre-Construction Manager
- Construction Manager
- The Lead Project Superintendent
- Quality Control Manager
- Project Controls Manager
- Safety Manager

The key personnel will perform pre-construction services and, if authorized

under the terms of this Contract and subject to environmental approval under CEQA, construction services.

C. If for any reason a CMAR employee categorized as Key Personnel leaves or is no longer able to perform the duties of a Key Personnel prior to the anticipated release date as defined in the personnel authorization, 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 CMAR key personnel staffing plan shall not exceed \$500,000. Furthermore, LAWA shall have the right to request removal of any Project personnel by providing timely and written notice to the CMAR.

D. If a member of the CMAR's staff either resigns or becomes physically or mentally incapable of performing the duties expected by LAWA, the CMAR shall be permitted to propose the résumés of candidates with equal or better qualifications. In such instances, there will be no discontinuity of service and therefore no deductive change order as specified in this Article, and CMAR 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.

#### **ARTICLE - 00 72 05 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 are not Force Majeure or compensable delays. Such normal delays include, but are not limited to, delays in obtaining badges for CMAR 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 to the critical path of the project, which meets all of the following requirements:

1. It was beyond the control of CMAR;
2. It could not have been foreseen or avoided by CMAR;
3. It could not have been mitigated by CMAR;
4. It was not caused in whole or in part by CMAR, its subcontractors or agents;

5. CMAR 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 CMAR 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 CMAR;
5. CMAR has timely satisfied all requirements in the Contract documents for making a claim for compensation pursuant to a compensable delay.

#### **ARTICLE - 00 72 06 EXTENSIONS OF TIME**

A. Extensions of time, when granted, will be based upon the effect of excusable 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 CMAR or its subcontractors to obtain materials or labor.

#### **ARTICLE - 00 72 07 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 CMAR's control, were not anticipatable by CMAR and could not be mitigated by CMAR, 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 CMAR), 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 five-year average at Los Angeles International Airport and such rainfall delays progress of Critical Path work activities.

B. Interruptions of the CMAR’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 CMAR’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.

**ARTICLE - 00 72 08 LIQUIDATED DAMAGES/EARLY COMPLETION INCENTIVES**

**00 72 08.01 Liquidated Damages**

A. Subject to approval pursuant to the required environmental review under California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq., the following are the elements of Work for which milestones are established, and Liquidated Damages and Early Completion Incentives apply:

| Contract Milestone No. | Substantial Completion Milestone Description | Calendar Days from Construction NTP |
|------------------------|--|-------------------------------------|
| 1                      | Relocate Exist Emergency Egress for TBIT     | 152                                 |
| 2                      | Relocate Fire Command Control Panels         | 214                                 |
| 3                      | Temporary Loading Dock and Access            | 274                                 |

|   |   |       |
|---|---|-------|
| 4 | Relocate Conduits from West Service Rd    | 274   |
| 5 | Complete Core Expansion & TBIT Renovation | 1,180 |

B. The parties recognize and agree that time is of the essence for this Contract. If Substantial Completion has not occurred on or before any of the Milestone Completion Dates, LAWA may 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. The CMAR shall pay LAWA liquidated damages for the delay equal to the product of (i) liquidated damages daily rate multiplied by (ii) the number of calendar days from each Milestone Completion Date to the Substantial Completion date of that milestone. 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 CMAR, or to collect such liquidated damages from the CMAR or its surety. These liquidated damages shall not be construed as a penalty. The aggregate amount of liquidated damages shall not exceed the amount equal to the CMAR's total fee for the Work as calculated by final audit.

C. Liquidated Damages for Contractor's failure to attain Substantial Completion of the Designated Milestones by the scheduled dates shall be:

1. Project Milestones #4, and 5 – Substantial Completion of the Conduit Relocation in the Service Road & Contract and related tasks:
  - \$ 25,000.00 per day for the first ninety (90) days delay
  - \$ 50,000.00 per day for day 91 through day 150
  - \$ 100,000.00 per day over 150 days
2. Project Milestones #1, 2, and 3 – Substantial Completion of the TBIT Emergency Egress, Fire Command Control Panels, and Temporary Load Dock and related tasks.
  - \$ 10,000.00 per day for the first sixty (60) days delay
  - \$ 15,000.00 per day for day 61 through day 120
  - \$ 25,000.00 per day over 120 days

D. These provisions shall not prevent LAWA, in the case of the CMAR's default under this Contract, from terminating the right of the CMAR to proceed as provided in the Contract Documents and seeking all damages and other remedies available to LAWA under this Contract or by Law.

E. [intentionally deleted]

F. The cumulative amount of liquidated damages to which CMAR can be liable to LAWA is the total amount of its Fee pursuant to this Contract. The total amount of the Fee shall be as determined by final audit of the Contract.

G. Any LAWA progress payment is not a waiver of liquidated damages or consequential damages.

H. When a proprietary or sole source item is required by the Contract Documents, the CMAR shall include a provision for liquidated damages in subcontracts of any tier or in purchase orders.

#### **00 72 08.02 Early Completion Incentives**

At the sole discretion of LAWA, Early Completion Incentives may be negotiated into a CGMP to achieve all or any of the Substantial Completion dates prior to the contractual Milestone Completion Dates and the Substantial Completion dates if it will provide substantial benefit to LAWA. The maximum amount of early completion incentives obtainable shall be capped. Completion dates shall not, in any case, precede project approval pursuant to the required environmental review under CEQA. Specific details concerning the goals and objectives of the potential award of early completion incentives shall be documented in the formation of the CGMP Proposal, as detailed in the General Requirements.

#### **ARTICLE - 00 72 09 SUSPENSION OF WORK**

A. The Engineer may suspend all or any part of the Work by written order signed by the Engineer ("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 CMAR's failure to perform any provision of the Contract Documents.

B. Upon receipt from the Engineer of a Suspension Order, the CMAR 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 the Engineer for acceptance. The plan shall describe how the CMAR 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 CMAR will prepare for resuming the Work for the least possible remobilization cost. After the plan is accepted, the CMAR shall implement it in accordance with instructions received from the Engineer; and
6. Take any other reasonable steps to minimize costs associated with such suspension.

C. Under no circumstance shall a suspension absolve the CMAR or the CMAR's sureties of the duties and responsibilities guaranteed under the performance payment bond(s). The CMAR shall again proceed with the Work when it is ordered to do so in writing by the Engineer.

D. If the CMAR intends to assert a claim for compensation or time extension under this Article, it must, and notwithstanding any time limitations specified elsewhere in the Contract Documents, within seven (7) 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 CGMP, 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 CMAR, the CMAR shall not be entitled to a time extension or payment for any additional costs it incurs.

F. Suspension Resulting from CMAR's Failure to Perform -- If a Suspension Order results from the CMAR'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 CMAR and any costs to the CMAR 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 CMAR has removed or corrected the grounds for the suspension, or the Suspension Order expires by its terms.

## **ARTICLE - 00 72 010 TERMINATION**

### **00 72 010.01 Termination For Convenience**

A. The Executive Director Designee may, at his or her option, terminate for convenience any part of the remaining Work under the Contract at any time, or from time to time, by written notice to the CMAR. The Board may at its option, terminate for convenience the remaining Work under the Contract, in whole or in part, at any time, or from time to time, by written notice to the CMAR. Such notice shall specify the extent to which the performance of Work is terminated and the effective date of such termination.

B. Upon receipt of such notice, the CMAR shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice and place no further orders or subcontracts for materials, services, or facilities, other than as may be required for completion of such portion of Work that is not terminated;

2. Promptly obtain cancellation upon terms satisfactory to LAWA of all purchase orders, subcontracts, rentals or any other contracts existing for the performance of the terminated Work or assign those contracts to LAWA as directed;

3. Assist LAWA in the maintenance, protection, and disposition of Work in progress, plant, tools, equipment, property, and materials acquired by the CMAR or furnished by the CMAR under this Contract; and

4. Complete performance of the Work which is not terminated.

C. Upon any such termination, the CMAR shall waive any claims for damages on account thereof; but as the sole right and remedy of the CMAR, LAWA shall pay CMAR substantiated costs in accordance with the following:

1. All amounts due and not previously paid to the CMAR for Work completed in accordance with the Contract prior to such notice of termination, and for Work thereafter completed as specified in such notice;
2. Reasonable administrative costs of settling and paying claims arising out of the termination of Work under subcontracts or purchase orders;
3. Reasonable costs incurred in demobilization and the disposition of residual material, plant and equipment; and
4. A profit on items (2) and (3) herein, as provided for in the "Change Orders" provision.

D. CMAR shall submit within twenty-one (21) days after receipt of notice of termination a proposal for an adjustment to its compensation including all incurred costs described herein. Should the logistics of such a termination preclude pricing any item of cost, the CMAR shall estimate costs to the best of its ability. LAWA shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, subject to Board approval as needed, and the Contract shall be amended in writing accordingly.

E. No compensation will be paid to the CMAR for unabsorbed or underabsorbed overhead, nor shall the CMAR be paid for loss of anticipated profits in any form.

#### **00 72 010.02 Termination For Default**

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

Contract, the schedule requirements listed in the Contract Documents or otherwise violate any provisions of the Contract.

B. Unless the same is fully cured and corrected within fourteen (14) days after LAWA gives notice thereof to the CMAR and does not recur; then LAWA may elect to:

1. Use all or part of the CMAR's equipment and materials and may finish the Work by whatever method LAWA deems expedient. In such event, the CMAR shall not be entitled to receive any further payment hereunder until the Work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the Work, including compensation of LAWA's authorized representatives, other City personnel, third party consultants, or other contractors for additional services, such excess shall be paid to the CMAR. If the expense of finishing the Work shall exceed such unpaid balance, the CMAR shall pay the difference to LAWA within fifteen (15) days of receiving an invoice for same. The expenses incurred by LAWA herein, and the damage incurred through the CMAR's default, shall be determined by LAWA, at its sole discretion, which determination shall be binding between the parties.

2. Without waiving any other right or remedy, the Executive Director may serve written notice upon the CMAR and its surety on its performance bond demanding satisfactory compliance with the Contract.

- (i) If the surety assumes the Contract, all money which may become due the CMAR shall be payable to the surety as the Work progresses, subject to the terms of the Contract.
- (ii) If the surety does not assume the Contract and commence performance of the Work within twenty one (21) days after receiving the Executive Director's notice and demand, or fails to continue to comply, the Executive Director may remove the surety from the premises. LAWA may then take possession of all material and equipment and complete the Work by use of its own forces, by letting the unfinished Work to another contractor, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the CMAR and its surety and may be deducted from any money due or becoming due from the CMAR. If the amount unpaid under the Contract is insufficient for completion, the CMAR or surety shall pay to LAWA within five (5) days after the completion and an itemized

demand for payment from LAWA, all costs and damages incurred by LAWA in excess of the amount unpaid under the Contract.

C. The CMAR, in having executed the Contract, shall be deemed to have waived any and all claims for damages because of termination of default for any reason.

D. In the event of a termination under the provisions of this Article, the CMAR shall transfer and assign to LAWA, in accordance with LAWA's instruction, all Work, all subcontracts, all construction records, reports, permits, data and information, other materials (including all LAWA supplied materials), supplies, Work in progress and other goods for which the CMAR is entitled to receive reimbursement hereunder, and any and all plans, drawings, sketches, specifications, and information prepared by the CMAR or others in connection with the Work, and shall take such action as may be necessary to secure to LAWA, at LAWA's sole election, the rights of the CMAR under any or all orders and subcontracts made in connection with the Work.

E. In the event that LAWA so directs or authorizes, the CMAR shall sell at a price approved by LAWA, or retain with approval of LAWA at a mutually agreeable price, any such materials, supplies, Work in progress, or other goods as referred to in the preceding paragraph. In any event, LAWA shall retain any and all records, plans, drawings, data, permits, specifications, sketches, reports or other information relating to the Work. The proceeds of any such sale or the agreed price shall be paid or credited to LAWA in such manner as LAWA may direct so as to reduce the amount payable by LAWA under this Article.

F. In the event that a Termination for Default is determined in subsequent proceedings to be improper, then any such termination shall be deemed as a Termination for Convenience.

#### **ARTICLE - 00 72 011 LIMITATION OF CONSEQUENTIAL DAMAGES**

A. Except as otherwise provided in Article 00 72 08 and reserving to LAWA any rights it may have therefore, the CMAR and the City agree that they mutually waive any claims for consequential damages. This mutual waiver includes:

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 CMAR 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.

3. This Article is not a limitation on CMAR's indemnity obligations.

## **ARTICLE - 00 72 012 INDEMNIFICATION**

A. General Indemnity. To the fullest extent permitted by applicable laws, CMAR agrees to indemnify, immediately defend (through counsel reasonably acceptable to LAWA) at its own expense and hold harmless, the City, its Boards, officers, agents, and employees, assigns, and successors ["Indemnitee(s)"] from any and all damages, liability, losses, whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any of the following:

1. any act or omission of CMAR, its subcontractors, suppliers, or subconsultants of any tier;
2. the activities of CMAR or a subcontractor or a subconsultant of any tier, on the Project Site or on other properties related to performance of the Work or the preparation for performance of the Work;
3. the payment or nonpayment of a subcontractor or subconsultant of any tier for the Work performed, except where such nonpayment is the result of a breach by LAWA of its payment obligations under the Contract Documents;
4. the existence or dispersal of any hazardous substances or mold on the site as a result of a failure by CMAR or a subcontractor or subconsultant, of any tier, to comply with its obligations under the Contract Documents; or
5. the violation by CMAR or a subcontractor or subconsultant, of any tier, of any applicable law, rule or regulation, including, without limitation, the violation of any requirement of the Storm Water Permit, the Storm Water Management or the Storm Water Pollution Prevention Plans.

B. Provided, however, that nothing contained herein shall be construed as obligating CMAR to indemnify an Indemnitee for losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by written agreement of

CMAR and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the loss involved, the obligation of CMAR will be for that portion or percentage of the loss not due to such active negligence, willful misconduct or design defect.

## **ARTICLE - 00 72 013 MISCELLANEOUS PROVISIONS**

### **00 72 013.01 Patent Fees or Royalties; Indemnification of Third Party Intellectual Property Infringement Claims.**

A. Any CGMP provided by the CMAR 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. CMAR 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 CMAR 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 CMAR under the Contract. "Work Product" includes any reports, analyses, hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, or application. CMAR 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 CMAR'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 CMAR 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; CMAR shall, with the City's consent, do one of the following immediately. CMAR shall at its expense either:

- a. procure for the City the right to continue using said part of the IP Vehicle; OR
- b. 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.

#### **00 72 013.02 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 CMAR, 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 CMAR that any member of the public, subcontractor, supplier, materialman, tradesman, vendor or other person or entity other than the City or the CMAR receiving services or benefits under the Contract shall be deemed to be an incidental beneficiary only.

#### **00 72 013.03 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.

#### **00 72 013.04 Assignment Strictly Prohibited**

A. The CMAR 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: (i) if the CMAR 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 CMAR; and, (ii) if the CMAR 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 CMAR.

#### **00 72 013.05 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.

#### **00 72 013.06 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.

#### **00 72 013.07 Proprietary or Confidential Information.**

A. City Information: The CMAR understands and agrees that, in performance of this Contract, the CMAR 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 CMAR agrees that all information disclosed by the City to the CMAR shall be held in confidence and used only in performance of the Contract. The CMAR shall exercise the same standard of care to protect such information as a reasonably prudent CMAR would to protect its own proprietary data.

B. CMAR 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 CMAR of such request in order to give the CMAR 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 CMAR agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The CMAR 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

CMAR'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.

#### **00 72 013.08 Audits And Records**

CMAR and its subcontractors of any tier shall keep accurate and complete books of accounts, records, documents and other evidence related to the charges for and performance of any Work, and of any change or modification thereto so that LAWA may verify requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Contract price adjustments and claims. Such materials and documents shall be made available at the offices of the CMAR during normal business hours or at reasonable times otherwise agreed upon by the CMAR and LAWA. The above documents shall be available to LAWA, City representatives and the City Controller, or their employees and consultants for inspection, audit or reproduction, until five (5) years from date of final payment for any Work. LAWA shall bear its expenses in performing such inspection or audit, and the CMAR shall bear any expenses incurred by it in supporting any such inspection or audit; provided, however, that should any audit or investigation produce evidence that the CMAR has knowingly overstated charges or units of measurements upon which charges are based, or provided gifts, gratuities or other benefits to employees of LAWA in violation of LAWA's policy on integrity and ethical conduct, the CMAR shall be liable to LAWA for damages including cost of audit and investigation.

#### **00 72 013.09 Publicity And Advertising**

A. Neither the CMAR 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 CMAR 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 CMAR or any Subcontractor. One neat sign with black lettering on a white background may be used to designate the CMAR'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.

### **00 72 013.010 Status of CMAR**

It is the express intention of the parties that the CMAR 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 CMAR and the City, or between the CMAR and any official, agent, or employee of the City.

### **00 72 013.011 No Smoking**

No smoking is allowed in any interior CMAR work area. The CMAR shall prohibit smoking in hazardous fire exposure areas.

### **00 72 013.012 Sales Taxes**

All sales, use or any taxes of any nature are included in any CGMP provided by the CMAR.

### **00 72 013.013 Other Miscellaneous**

- A. Notice: The CMAR shall inform LAWA at least 48 hours in advance of any Project-related meeting(s) where CMAR intends to have a lawyer present.
- B. Interpretation Section: 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.
- C. 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.

## **ARTICLE- 00 72 014 APPROPRIATION OF FUNDS**

- A. The LAWA's liability under this Contract, if any, shall only be to the extent of and shall never exceed the then present appropriation of funds to this Contract. A CGMP which has been issued pursuant to Board approval shall be deemed sufficient evidence that the funds therefore have been properly appropriated.
- B. Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated herein, and in order for the LAWA to comply with its governing legal requirements, LAWA shall have no obligation to make any payments to the CMAR unless the Board shall have first made an appropriation of funds equal to, or in excess of, LAWA's obligation to make any payments as provided in this Contract. LAWA shall have no obligation to pay for any services provided by the CMAR, purchases made by the CMAR, or expenses incurred by the CMAR, in excess of said appropriation(s), notwithstanding any authorization by Executive Director Designee or LAWA representatives. The CMAR shall have no obligation to provide services, nor to

incur any expenses, in excess of the appropriated amount(s) until the Board appropriates additional funds for this Contract.

C. Consistent with the terms of this Contract, the Board may approve proposed CGMPs, subject to the City Council's rights under Charter Section 245, with respect to such appropriations and actions, and subject further that the maximum Contract Amount shall not be increased unless this Contract is amended with the approval of the City Council pursuant to Charter Section 37

## **00 73 00 SUPPLEMENTARY CONDITIONS**

### **ARTICLE - 00 73 01 COMMUNITY BENEFIT AGREEMENT**

CMAR shall comply with the terms of the Community Benefit Agreement. A copy of that Agreement is available for review from the Engineering and Project Management Division, 5<sup>th</sup> Floor, 7301 World Way West, Los Angeles, CA 90045, or available on LAWA website.

### **ARTICLE - 00 73 02 CITY OF LOS ANGELES ADMINISTRATIVE REQUIREMENTS**

The CMAR's Certifications submitted with its proposal are attached hereto as Appendix B and are considered collectively as included within the Contract Documents. The CMAR re-affirms its representations to the City as being valid as of the date of this Contract.

### **ARTICLE - 00 73 03 FIRST SOURCE HIRING PROGRAM**

#### **00 73 03.01 First Source Hiring Program for Airport Employers (LAX Only)**

CMAR shall comply with the provisions of the First Source Hiring Program adopted by the Board.

#### **FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES**

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

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

“Airport” shall mean Los Angeles International Airport.

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

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

"City" shall mean the City of Los Angeles.

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

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

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

"LAWA" shall mean Los Angeles World Airports.

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

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

"Program" shall mean this First Source Hiring Program.

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

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

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

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

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

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

- First Priority: Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and
- Second Priority: Low-Income Individuals residing in City.

V. Initial Airport Employer Roles.

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

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

VI. Airport Employer Hiring Process.

A. Notification of Job Opportunities. Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications,

including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.

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

C. Hiring.

1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.

2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.

3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.

4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.

B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at anytime. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.

C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.

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

IX. Miscellaneous.

A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this Program, and the conflicting provisions of this Program shall not be enforceable.

B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate,

agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.

D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.

E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.

F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.

G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.

H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.

I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.

J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

## **ARTICLE - 00 73 04 CHILD SUPPORT ORDERS**

A. This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10, of the Los Angeles Administrative Code, related to Child Support

Assignment Orders, which is incorporated herein by this reference. Pursuant to this section, the CMAR (and any subcontractor of the CMAR providing services to the City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for CMAR's, or the CMAR's subcontractors' employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of the CMAR and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

B. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of the CMAR or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of the CMAR or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to the CMAR by the City (in lieu of any time for cure provided elsewhere in this Contract).

#### **ARTICLE - 00 73 05 CONTRACTOR RESPONSIBILITY PROGRAM**

The CMAR expressly agrees, as part of its obligations under this Contract, to comply with the terms of the Contractor Responsibility Program, as adopted by the Board of Airport Commissioners in Board Resolution No. 21601, including any future amendments thereto and incorporated herein by reference.

#### **ARTICLE - 00 73 06 ANTITRUST CLAIMS**

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

**ARTICLE - 00 73 07 INSURANCE REQUIREMENTS**

The CMAR shall procure and keep in effect, at all times during the preconstruction phase the insurance coverages as required by LAWA Administrative Requirements attached hereto as Appendix B. The CMAR and its subcontractors will be responsible for the first \$5,000 of covered claims. Deductibles are not considered a Cost of Work.

**00 73 07.01 Owner Controlled Insurance Program**

A. An Owner Controlled Insurance Program (OCIP) will be provided by LAWA for the construction services portion of the Contract. The CMAR will be required to fulfill and adhere to all of the requirements of the OCIP. During the pre-construction services portion of the Contract, and until CMAR is enrolled under the OCIP for the construction services portion of the Contract, and for any types of insurance required in addition to the OCIP during the construction services portion of the contract, CMAR shall procure at its own expense, and keep in full force and effect at all times during the term of the Contract, the types and amounts of insurance specified in the Administrative Requirements, attached hereto as Appendix B and incorporated herein by reference. 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, and all of its officers, employees and agents, their successors and assigns, as insureds against the areas of risk described in the Administrative Requirements as respects CMAR's acts or omissions in its operations at, or its use or occupancy of, the Airport premises hereunder, or other related functions performed by or on behalf of CMAR pursuant to this Contract.

B. OCIP Coverages shall apply only to those operations of each Enrolled Party performed at the Project Site in connection with the Work and only to Enrolled Parties that are eligible for the OCIP. OCIP Coverages shall not cover "off-site" operations until receipt by Contractor of written acknowledgment of such coverage from the OCIP Administrator. The OCIP shall provide only the following:

| <b>Summary Only</b>   |   |
|---|---|
| 1. <b>Workers' Compensation Insurance</b><br>This insurance is primary for all occurrences at the Site  | Statutory Limit                           |
| 2. <b>Employer's Liability Insurance</b><br>Bodily Injury by Accident, each accident<br>Bodily Injury by Disease, each employee<br>Bodily Injury by Disease, policy limit<br>This insurance is primary for all occurrences at the Site. | \$2,000,000<br>\$2,000,000<br>\$2,000,000 |



permanent part of the project will be covered by Builder's Risk Insurance, subject to the terms of the policy. To the extent the Builder's Risk insurance is provided as part of the OCIP, all parties waive subrogation as to that coverage.

### **Automobile Liability**

A. LAWA will procure for the benefit of Enrolled Parties and Excluded Parties Excess Automobile Liability Insurance **for operations occurring within the Air Operations Area (AOA)** with limits of at least \$4,000,000 excess of contractor/subcontractor provided policy with limits of \$1,000,000.

B. All Contractors and Subcontractors shall provide evidence of standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000. OCIP provided Excess Auto does not cover primary automobile liability. OCIP provided excess auto liability will apply to contractor/subcontractor operations on the AOA only.

C. 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 Contract with the City of Los Angeles."

D. All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of, or results from, the acts or omissions of CMAR, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, CMAR. Such policies may provide for reasonable deductibles and/or retention acceptable to the Executive Director based upon the nature of CMAR's operations and the type of insurance involved.

E. 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 of CMAR in its operations at Airport.

F. City and CMAR agree that the insurance policy limits specified in this Article shall be reviewed for adequacy annually throughout the term of this Contract by Executive Director, who may thereafter require CMAR to adjust the amount(s) of insurance coverage(s) to whatever amount(s) Executive Director deems to be adequate.

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

H. In the event CMAR fails to furnish City evidence of the insurance required under this Article, City, upon ten (10) days' written notice to CMAR of its intention to do so, shall have the right to secure the required insurance at the cost and expense of CMAR, and CMAR agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) for administrative overhead.

I. CMAR 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.

J. The documents evidencing all specified coverages shall be filed with City prior to the start of performance of the Contract by CMAR. Such documents shall contain copies of the Waiver of Subrogation Endorsement and the Additional Insured Endorsement(s), both specifically naming the City, its Board of Airport Commissioners and Los Angeles World Airports, the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), they shall bear an original signature of an authorized representative of said carrier(s), and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or non-renewal, 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 date of the Notice to Proceed thereof. City reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

## **ARTICLE - 00 73 08      DISCRIMINATION/AFFIRMATIVE ACTION REQUIREMENTS**

### **Nondiscrimination and Equal Employment Practices/ Affirmative Action**

A. During the term of this Contract, the CMAR agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. The CMAR shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the

aforementioned factors; and the CMAR shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

B. During the performance of this Contract, the CMAR agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of the CMAR to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to the CMAR. Upon a finding duly made that the CMAR has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

C. During the performance of this Contract, the CMAR agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative Code, the failure of the CMAR to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to the CMAR. Upon a finding duly made that the CMAR has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

D. All subcontracts awarded by the CMAR shall contain similar provisions, and the CMAR shall require each of its subcontractors to complete a like certification and to submit to it an Affirmative Action Plan acceptable to the City.

E. The CMAR also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

## **ARTICLE - 00 73 09 WAGE RATE REQUIREMENTS**

### **00 73 09.01 Prevailing Wage**

A. The CMAR shall at all times during the performance of the Work hereunder pay the general prevailing rate or per diem wages for each craft or type of worker needed to execute this Contract, at the higher of such rate(s) as has been determined by the Director of the Department of Industrial Relations

of the State of California or by the U.S. Department of Labor (Davis-Bacon Act).

B. The CMAR shall forfeit as penalty to the City, twenty-five dollars (\$25.00) for each worker employed, for each calendar Day or portion thereof such person is paid less than the general prevailing rate of wages by the CMAR or any Subcontractor in violation of Paragraph 9.01 above. If the CMAR or any Subcontractor employs workers in any apprenticeable craft or trade in the performance of the Work, then the CMAR and Subcontractors shall comply with Section 1777.5 of the Labor Code.

#### **ARTICLE - 00 73 010 PROJECT LABOR AGREEMENT**

Work performed under this Contract is subject to the terms of the Project Labor Agreement, a copy of which is attached hereto as Appendix C.

#### **ARTICLE - 00 73 011 STATUTORY REQUIREMENTS**

##### **00 73 011.01 Compliance with Applicable Laws**

A. The CMAR 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 hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. The CMAR shall be solely responsible for any and all damages caused and/or penalties levied as the result of the CMAR's noncompliance with such enactments. Further, the CMAR agrees to cooperate fully with the City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

B. Should the CMAR fail to comply with applicable laws, then the City shall have the right, but not the obligation, to perform, or have performed, all work necessary to achieve equal access compliance. The CMAR will then be required to reimburse the City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

C. The CMAR 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 CMAR shall at all times observe and comply with such laws, ordinances, and regulations.

#### **ARTICLE - 00 73 012 BUSINESS TAX REGISTRATION**

A. CMAR represents that it has registered its business with the Office of Finance of the City of Los Angeles and has obtained and presently holds from

that Office a Business Tax Registration Certificate (“BTRC”), or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).

B. CMAR shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

#### **ARTICLE - 00 73 013 EQUAL BENEFITS ORDINANCE (EBO).**

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

B. During the term of this Contract, CMAR certifies and represents that the CMAR will comply with the EBO. Furthermore, CMAR agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

#### **ARTICLE - 00 73 014 LIVING WAGE REQUIREMENTS**

A. Living Wage Ordinance

1. General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractor's who render services that involve an expenditure in excess of twenty-five thousand dollar (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage

rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. CMAR shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, CMAR shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), CMAR agrees to comply with federal law prohibiting retaliation for union organizing.

2. Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify CMAR in writing about any redetermination by City of coverage or exemption status. To the extent CMAR claims non-coverage or exemption from the provisions of the LWO, the burden shall be on CMAR to prove such non-coverage or exemption.

3. Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If CMAR is not initially exempt from the LWO, CMAR shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, contemporaneously with the execution of this Contract. If CMAR is initially exempt from the LWO, but later no longer qualifies for any exemption, CMAR shall, at such time as CMAR is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that CMAR violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the

procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

4. Subcontractor Compliance. CMAR agrees to include in every subcontract involving this Contract entered into between CMAR and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance and the Service Contractor Worker Retention Ordinance with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the Living Wage Ordinance or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to this Contract, and (ii) invoke, directly against the subcontractor with respect to this Contract, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.

#### **ARTICLE – 00 73 015 MINORITY/WOMEN BUSINESS ENTERPRISES**

A. CMAR hereby agrees and obligates itself to utilize the services of Minority and Women Business Enterprise (MBE/WBE) firms on the level designated in its proposal, specifically, 20 Percent (20%) for Pre-Construction Services and 14 Percent (14%) for Construction Services of Minority/Women Business Enterprise (MBE/WBE) Subcontractor level of participation for the required Project designated Work.

B. Should a substitution or an addition of Subcontractor(s) become necessary, CMAR shall make and document a good faith MBE/WBE/OBE outreach effort in replacing or adding any Subcontractor. CMAR shall notify the Contracting Division and Contract Administration Division of LAWA of the need for a substitution as soon as such need is determined, and shall not make a substitution until the Division has been notified, and the substitution has been authorized by LAWA. Should such a substitution result in a lower level of MBE/WBE participation, CMAR will be required to submit the documentation of its good faith outreach efforts to LAWA.

C. Failure to comply with the City's notification requirements, or to comply with the City's good faith outreach efforts requirement, shall constitute a breach of contract. LAWA staff will notify the Board if it is deemed that a good faith effort by CMAR has not been made, or if the substitution will result in a significant change in the percentage of MBE/WBE participation.

D. CMAR shall submit, on a monthly basis, together with its invoice for payment a MBE/WBE Utilization Form listing the MBE/WBE Subcontractors utilized during the reporting period. CMAR shall cooperate with LAWA personnel in providing such information as shall be requested by LAWA in order to ensure compliance with the provisions of this section. LAWA will not process or pay CMAR's subsequent invoices if the MBE/WBE Utilization Forms are not timely submitted or if CMAR fails to cooperate with LAWA personnel by promptly providing any and all information related to MBE/WBE participation requested by LAWA.

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

# **APPENDIX A**

## **CMAR ADMINISTRATIVE REQUIREMENTS CERTIFICATIONS**

# Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF Cook )

Michael C. Whelan being first duly sworn, deposes and says:

(Type or print name)  
that he or she is the Vice President of  
(Type or print title)

Walsh Construction Company, 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:

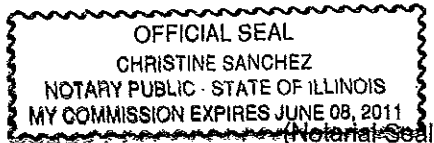
Name: Michael C. Whelan

Title: Vice President

Subscribed and sworn to (or affirmed) before me on this 8th day of June, 2009, by

Michael C. Whelan proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

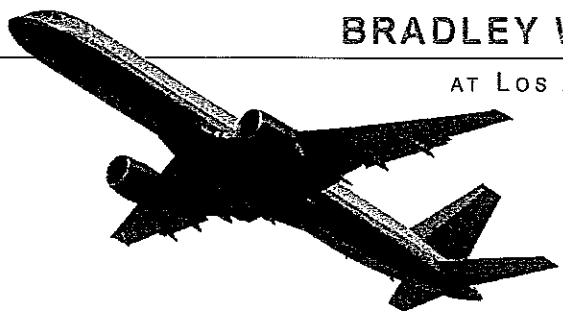
Notary Public



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

# BRADLEY WEST CORE IMPROVEMENTS

AT LOS ANGELES INTERNATIONAL AIRPORT



AUSTIN COMMERCIAL

# Affidavit of Non-Collusion

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF Arizona )  
 ) ss.:  
COUNTY OF Maricopa )

Ralph Ketchum being first duly sworn, deposes and says:

(Type or print name)

that he or she is the Vice President, Western Region of

(Type or print title)

Austin Commercial, LP, 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: Ralph Ketchum

Title: Vice President, Western Region

Subscribed and sworn to (or affirmed) before me on this 16 day of June, 2009, by

Ralph Ketchum, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Dana Westbrook  
Notary Public

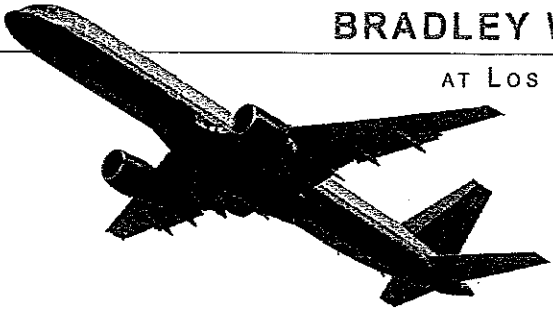


(Notarial Seal)

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

# BRADLEY WEST CORE IMPROVEMENTS

AT LOS ANGELES INTERNATIONAL AIRPORT



WALSH CONSTRUCTION COMPANY

# Child Support Obligations

## CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State And Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully Comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns and interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of the contract.

Failure of the Contractor(s) and /or any Subcontractor(s) to fully 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(s) and /or any Subcontractor(s) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisement for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

City of Los Angeles  
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT  
OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Walsh Construction Company will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Chicago, Cook County, Illinois

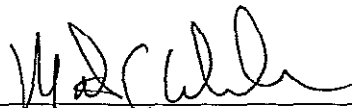
City/County/State

June 8, 2009

Date

Walsh Construction Company  
Name of Business

929 West Adams Street, Chicago, Illinois 60607  
Address

  
Signature of Authorized Officer of Representative

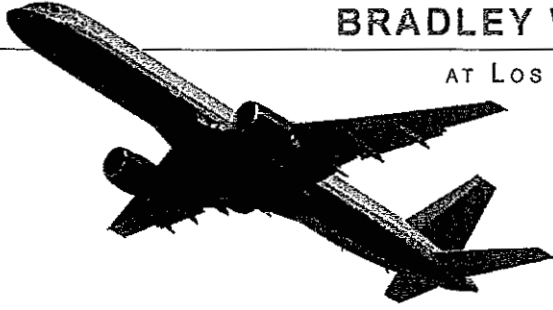
Michael C. Whelan  
Print Name

Vice President  
Title

312.563.5400  
Telephone Number

# BRADLEY WEST CORE IMPROVEMENTS

AT LOS ANGELES INTERNATIONAL AIRPORT



AUSTIN COMMERCIAL

# Child Support Obligations

## CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State And Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully Comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns and interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of the contract.

Failure of the Contractor(s) and /or any Subcontractor(s) to fully 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(s) and /or any Subcontractor(s) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisement for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

**City of Los Angeles**  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT**  
**OBLIGATIONS**

**This document must be returned with the Proposal/Bid Response**

The undersigned hereby agrees that Austin Commercial, L.P. will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Phoenix/Maricopa/Arizona

City/County/State

6/16/2009

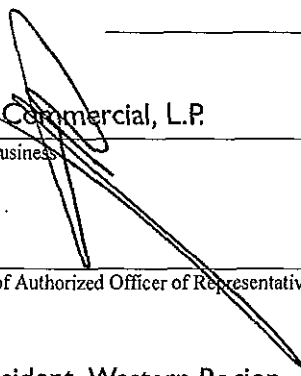
Date

Austin Commercial, L.P.

Name of Business

2538 E. University Dr, suite 200 Phoenix, AZ 85034

Address



Signature of Authorized Officer of Representative

Ralph Ketchum

Print Name

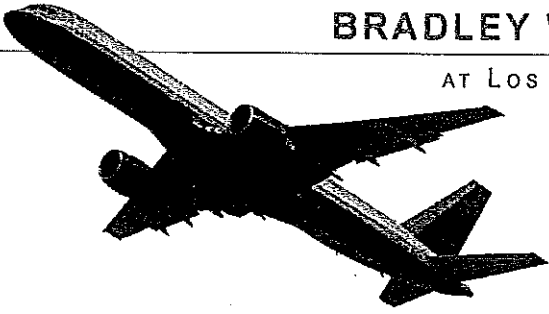
Vice President, Western Region (602) 267-1761

Title

Telephone Number

# BRADLEY WEST CORE IMPROVEMENTS

AT LOS ANGELES INTERNATIONAL AIRPORT



WALSH CONSTRUCTION COMPANY

# 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: Bradley West Core Improvements

B. BIDDER/CONTRACTOR INFORMATION:

Walsh Austin Joint Venture II

Legal Name DBA

929 West Adams Street, Chicago, Illinois 60607

Street Address City State Zip

Michael C. Whelan, Vice President 312.563.5400 312.563.5429

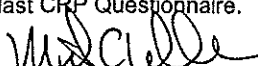
Contact Person, Title Phone Fax

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 2 / 10 / 09 . 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.

Michael C. Whelan, Vice President  
Print Name, Title

  
Signature

June 8, 2009  
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.

**(Please see attachment A)**

**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.

A.

1. Illinois: Effective September 8, 2004, Walsh Construction Company of Illinois officially changed its name in Illinois to Walsh Construction Company. Walsh Construction Company of Illinois is retained as an assumed name.

California: Prior to November 18, 2004, Walsh Construction Company operated as "Walsh Construction Company of Illinois which will do business in California as Walsh Pacific Construction". Since November 18, 2004, Walsh has operated in California as Walsh Construction Company.

C.

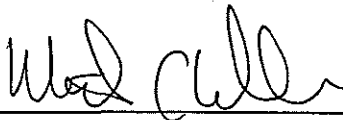
9. Occasionally, unforeseen conditions have caused delays in meeting milestones. We try our hardest to avoid these circumstances at all costs.

**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.

Michael C. Whelan, Vice President

Print Name, Title



Signature

June 8, 2009

Date

C.  
10

| Project   | Client                | Contact  | Description  | Total \$<br>Dollar Amount |
|---|-----------------------|--|--|---------------------------|
| Raleigh-Durham International Airport-Terminal C         | RDU Airport Authority | David Powell, Director of Major Capitol Improvements<br>919.840.2100<br><a href="mailto:dave.powell@rdu.com">dave.powell@rdu.com</a> | The facility has been designed and constructed as a CUTE (common use) facility allowing the airport maximum managing flexibility. The voluminous Terminal has 180 feet long clear spans with up to 50 feet high ceilings. The Terminal C facility nearly triples in size to 920,000 SF. The Terminal also includes a larger more efficient federal inspection facility to process more international flights and passengers. Unique large arched wood trusses were used to create the rolling roof structures, which is finished with continuous stainless steel standing seam roof panels, some over 400 feet long. | \$385,000,000             |
| Raleigh-Durham International Airport- Parking Structure | RDU Airport Authority | David Powell, Director of Major Capitol Improvements<br>919.840.2100<br><a href="mailto:dave.powell@rdu.com">dave.powell@rdu.com</a> | This project included a seven level, 2,100,000 SF parking garage housing 6,185 spaces and an extensive civil work package to support the garage and surrounding areas. The garage is an unbonded, cast-in-place, post tensioned concrete structure that features six supported at grade levels as well as a below grade roadway under a portion of the structure. Two post-tensioned, cast-in-place helices were constructed, containing an atrium which has eight elevators and a pair of powered walkways that were also included.   | \$111,000,000             |
| O'Hare North Traffic Control Tower                      | City of Chicago       | Alan Dadin<br>773.447.3107<br><a href="mailto:Alan.dadin@cityofchicago.org">Alan.dadin@cityofchicago.org</a>                         | The North Airport Traffic Control Tower (NATCT) project included construction of a new supplemental tower and  | \$43,000,000              |

|  |                 |  |   |               |
|--|-----------------|--|---|---------------|
|  |                 |  | associated base building for the North Airfield development of O'Hare International Airport in Chicago, Illinois. The tower will be approximately 225 feet tall to the cab floor with a 400 square foot cab and a 10,000 square foot base building.   |               |
| Hartsfield-Jackson Atlanta International Airport I-285 Design-Build Structure                | City of Atlanta | Frank Rucker<br>404.530.5521<br><a href="mailto:Frank.rucker@atlanta-airport.com">Frank.rucker@atlanta-airport.com</a> | The design-build contract for Atlanta's Hartsfield Airport involved two new bridge structures that will allow the fifth runway and parallel taxiway to span a 10-lane, major metropolitan highway. The two bridge structures span nearly 400 feet of Interstate, and represent the longest highway crossing by a runway in the United States. The first structure is approximately 1,200 feet in length and 500 feet wide. The second bridge is over 500 feet long and 220 feet wide. | \$159,500,000 |
| Hartsfield-Jackson Atlanta International Airport Concourse E Facilities and Concourse D Gate | City of Atlanta | Frank Rucker<br>404.530.5521<br><a href="mailto:Frank.rucker@atlanta-airport.com">Frank.rucker@atlanta-airport.com</a> | Concourse Additions included three new aircraft parking positions with new passenger loading bridges. Existing aircraft nose notches will be enclosed to accommodate additional passenger seating and support areas.  | \$215,000,000 |
| Hartsfield-Jackson Atlanta International Airport Baggage Screening                           | City of Atlanta | Frank Rucker<br>404.530.5521<br><a href="mailto:Frank.rucker@atlanta-airport.com">Frank.rucker@atlanta-airport.com</a> | The project included demolition, excavation, structural concrete and building finishes for the new 100% automated baggage screening operations at Hartsfield-Jackson Atlanta International Airport. The project is being completed in multiple phases because the roadway at Ticketing and baggage Claim must be removed and the new  | \$55,000,000  |

|   |                  |  |   |               |
|---|------------------|--|---|---------------|
|   |                  |  | facility is constructed underneath. The new facility has offices for TSA along with large rooms to house the conveyor system. The lower level of the existing terminal is being renovated to house airline break rooms and allow for the new conveyors to tie to the existing system.   |               |
| Bishop Airport Luggage Handling Expansion | Bishop Airport   | Mike Trout, Deputy Airport Director- Operations and Maintenance<br>P: 810.235.6560<br>F:810.233.3065<br><a href="mailto:miketrou@bishopairport.org">miketrou@bishopairport.org</a> | Bishop International Airport awarded a \$6 Million contract to Walsh Construction to add two additional luggage carousels to the terminal of the regional airport, which serves both Oakland and Genesee counties in eastern Michigan. The terminal expansion will also include room to accommodate two new car rental agencies. The airport is doubling the number of luggage carousels at Bishop Airport because of an increased number of passengers. The expansion is necessary due to long wait times for luggage at the two existing carousels. | \$6,000,000   |
| Sherman Replacement Hospital              | Sherman Hospital | Richard B. Floyd- President/CEO<br>847.429.8701<br><a href="mailto:Rick.floyd@shermanhospital.org">Rick.floyd@shermanhospital.org</a>  | This replacement hospital includes a six-story Patient Tower, a two-story Diagnostic and Treatment Center, Cancer Center and Emergency Department totaling 345,273 SF with 255 private patient beds and appropriate services. One of the unique features of this project is the fifteen-acre geothermal lake that will be used to heat and cool the facility in addition to being an aesthetic feature. The total project site is 154 acres.  | \$215,000,000 |

|   |  |   |  |               |
|---|--|---|--|---------------|
| McCormick Place Office, Parking and Convention Center | Metropolitan Pier and Exposition Authority | Angelo Polvere<br>312.791.6038  | This design-build project involved the new construction of a 650-car surface parking lot and a 2,453 car, 6-story parking structure. The project included a 60,000 SF corporate office building and 150,000 SF of new conference rooms.  | \$100,000,000 |
| Target Distribution Centers                           | Target Corporation                         | Rich Lavere<br>612.396.2691<br><a href="mailto:Rich.lavere@target.com">Rich.lavere@target.com</a> | Over the past 13 years, The Walsh Group has constructed a series of national and regional Distribution Centers for Target Corporation. The scope of work on these facilities, which service the warehousing, shipping, and receiving needs of Target Retail Stores, is generally similar from project to project. Extensive excavation and site work is performed; concrete tilt wall panels, structural steel columns and joists, single ply roofing membrane and steel decking make up the structure. The scope of work includes the design and coordination of all mechanical, electrical, fire protection and plumbing systems, as well as HVAC. Interior space is divided between office space, shipping bays, and receiving and warehouse areas. The specifications of individual projects vary. | Over \$100MM  |

D.  
11.

| Open Date | Citation No | Region           | Standard Cited           | Description   | Category    | Fine         |
|-----------|-------------|------------------|--------------------------|---|-------------|--------------|
| 1/26/2005 | 307377374   | Chicago          | 1926.501(b)(1)           | Unprotected edge 6' or more above                   |             | \$2,500.00   |
| 1/26/2005 | 307382952   | Chicago          | 1926.652(a)(1)           | Employee not protected in trench                    | Serious     | \$4,900.00   |
| 4/20/2005 | 308204718   | Indiana          | 1926.652(a)(1)           | Excavation  | Serious     | \$2,250.00   |
| 6/17/2005 | 307238121   | Ohio/Detroit     | 1926.1052(b)(1)          | Stairways   | Other       | \$250.00     |
|           |             |                  | 1926.1052(c)(1)(ii)      | Stairways   | Other       | \$250.00     |
|           |             |                  | 1926.1052(c)(12)         | Stairways   | Other       | \$0.00       |
| 6/28/2005 | 307061713   | Chicago          | 1926.350(a)(10)          | Gas welding and cutting                             | Other       | \$0.00       |
|           |             |                  | 1926.453(b)(2)           | Manually propelled mobile ladder stands & scaffolds | Serious     | \$2,125.00   |
|           |             |                  | 1926.502(b)(1)           | Fall protection                                     | Serious     | \$0.00       |
| 7/6/2005  | 308567692   | Chicago          | 1926.404(b)(1)           | Wiring design and protection                        | Serious     | \$900.00     |
| 7/7/2005  | 309023760   | Chicago          | 1926.501(b)(14)          | Unprotected edge 6' or more above                   | Serious     | \$3,500.00   |
| 8/31/2005 | 308567767   | Chicago          | 1926.52(b)               | Sound levels exceeded                               | Serious     | \$1,500.00   |
|           |             |                  | 1926.52(d)(1)            | Sound levels exceeded                               | Serious     | \$0.00       |
|           |             |                  | 1910.134(c)(1)           | Lack of written respiratory program                 | Serious     | \$1,500.00   |
|           |             |                  | 1910.134(d)(1)(iii)      | Unidentified respiratory hazards                    | Serious     | \$0.00       |
|           |             |                  | 1910.134(e)(1)           | Respiratory protection program                      | Serious     | \$0.00       |
|           |             |                  | 1910.134(f)(1)           | Respiratory protection program                      | Serious     | \$0.00       |
|           |             |                  | 1910.134(k)(3)           | Respiratory protection program                      | Serious     | \$0.00       |
|           |             |                  | 1910.134(l)(1)           | Respiratory protection program                      | Serious     | \$0.00       |
|           |             |                  | 1910.1200(h)(1)          | Lack of written hazard communication program        | Other       | \$300.00     |
|           |             |                  | 1910.1200(h)(1)          | Lack of written hazard communication program        | Other       | \$0.00       |
|           |             |                  | 1904.29(b)(1)            | Incomplete 300 log                                  | Other       | \$200.00     |
| 4/20/2006 | 308571876   | Chicago          | 1926.550(a)(1)           | Crane operations                                    | Serious     | \$5,000.00   |
|           |             |                  | 1926.550(a)(5)           | Crane operations                                    | Other       | \$0.00       |
|           |             |                  | 1926.550(b)(2)           | Crane operations                                    | Other       | \$0.00       |
| 5/25/2006 | 309030070   | Chicago          | 1926.21(b)(2)            | Flagging  | Serious     | \$2,500.00   |
|           |             |                  | 1926.20(g)(2)            | Traffic control                                     | Serious     | \$0.00       |
| 7/19/2006 | 310168935   | Chicago          | 1926.416(a)(1)           | General requirements                                | Serious     | \$5,000.00   |
|           |             |                  | 1926.600(a)(6)           | Equipment   | Serious     | \$0.00       |
| 7/25/2006 | 309355915   | Chicago          | 1926.550(a)(9)           | Barricading   | Other       | \$1,062.00   |
| 8/4/2006  | 310169974   | Chicago/Indiana  | 1926.651(c)(2)           | Trenching & excavation                              | Serious     | \$1,050.00   |
|           |             |                  | 1926.021(b)(2)           | Safety training and education                       | Serious     | \$2,000.00   |
|           |             |                  | 1926.651(k)(1)           | Excavation  | Serious     | \$5,000.00   |
| 9/15/2006 | 109854067   | Boston           | 1926.20(b)(3)            | Unsafe equipment or tools being used                | Other       | \$100.00     |
| 9/15/2006 | 309570208   | Boston           | 1926.651(k)(2)           | Trenching & excavation                              | Other       | \$1,000.00   |
|           |             |                  | 1926.652(a)(1)           | Trenching & excavation                              | Repeat      | \$25,000.00  |
| 9/21/2006 | 308573955   | Chicago          | 1926.501(b)(1)           | Duty to have fall protection                        | Other       | \$1,875.00   |
| 7/3/2007  | 307761585   | Detroit (MIOSHA) | Gen. Part 1, Rule 119(3) | Housekeeping  | Other       | \$0.00       |
|           |             |                  | 1926.502(b)(4)           | Guardrails  | Other       | \$0.00       |
| 7/9/2007  | 310176458   | Chicago          | 1926.503(a)(1)           | Fall protection training program                    | Other       | \$1,000.00   |
| 7/21/2008 | 311250310   | Chicago          | 1926.501(b)(1)           | Fall protection hazard                              | Repeat      | \$25,000.00  |
|           |             |                  |                          |   | Total Walsh | \$109,862.00 |
| 8/18/2008 | 310628649   | Millbury, MA     | 1926.404(b)(1)(i):       | Groundfault Circuit not used                        | Serious     | \$1,000.00   |
| 1/21/2009 | 310630306   | Millbury, MA     | 1926.1053 B09            | Ladders   | Serious     | \$1,875      |

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.

Walsh Construction Company, 929 West Adams Street, Chicago, Illinois 60607, 312.563.5400

Company Name, Address and Phone Number



Signature of Officer or Authorized Representative

June 8, 2009

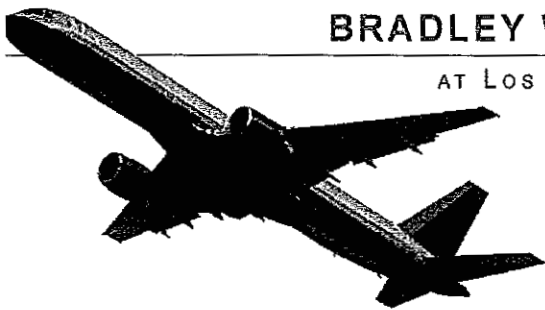
Date

Michael C. Whelan, Vice President

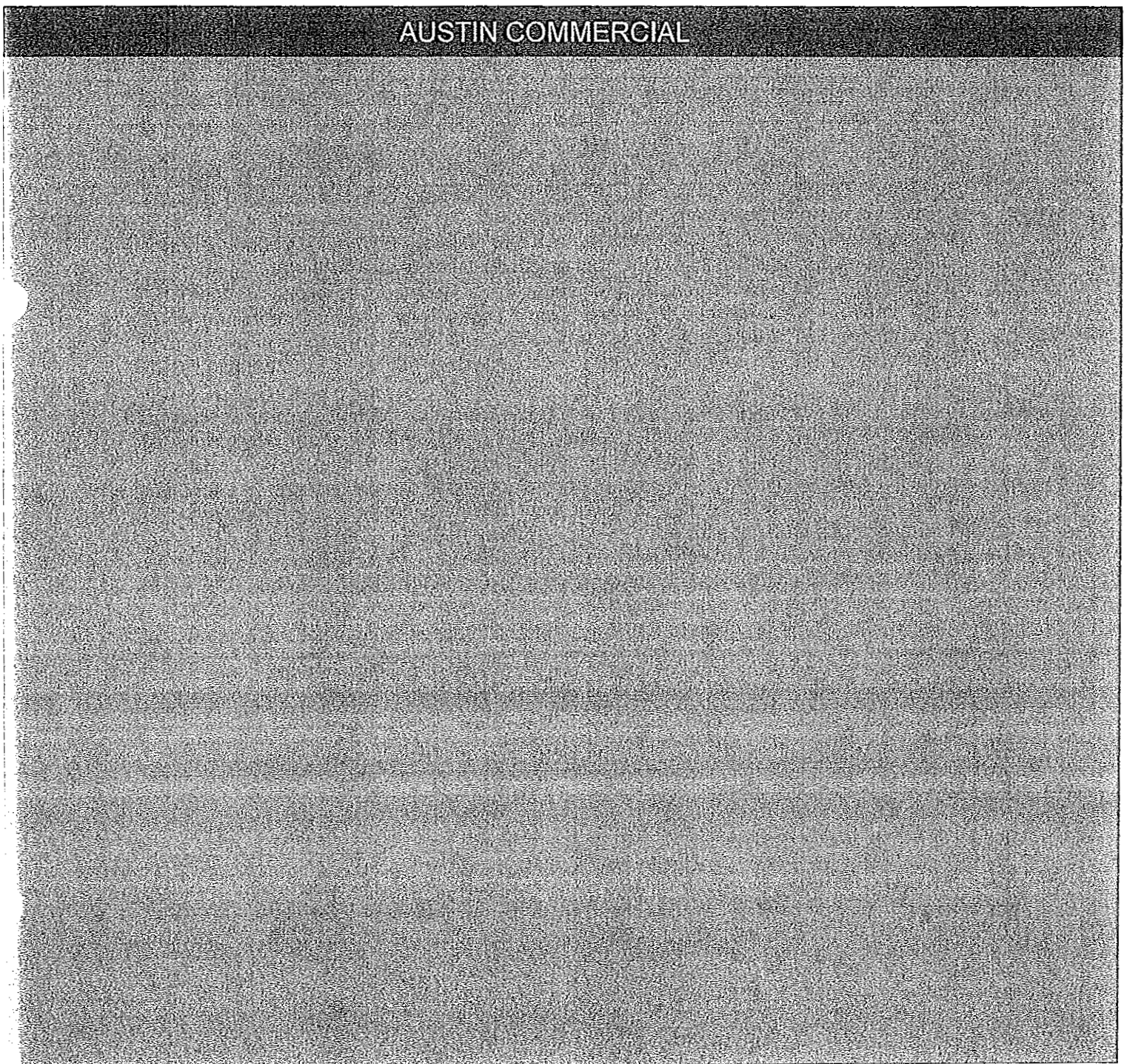
Print Name and Title of Officer or Authorized Representative

# BRADLEY WEST CORE IMPROVEMENTS

AT LOS ANGELES INTERNATIONAL AIRPORT



AUSTIN COMMERCIAL



# 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: Bradley West core at the Los Angeles International Airport

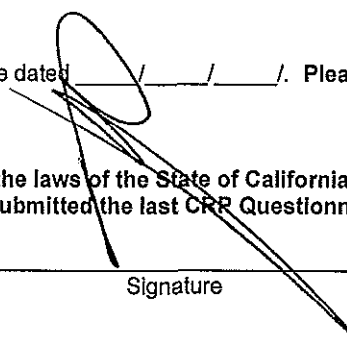
B. BIDDER/CONTRACTOR INFORMATION:

|  |                       |                       |                 |
|--|-----------------------|-----------------------|-----------------|
| <u>Austin Commercial, L.P.</u>             |                       |                       |                 |
| Legal Name                                 |                       | DBA                   |                 |
| <u>2538 E. University Drive, Suite 200</u> |                       | <u>Phoenix</u>        | <u>AZ 85034</u> |
| Street Address                             |                       | City                  | State Zip       |
| <u>Ralph Ketchum</u>                       | <u>(602) 267-1761</u> | <u>(602) 267-1879</u> |                 |
| 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.

|                                |   |                  |
|--------------------------------|---|------------------|
| <u>Austin Commercial, L.P.</u> |  | <u>6/16/2009</u> |
| 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.  
Please see attachment A

#### 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.

Please see attachment "A". Additional pages following this page.

**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.

Ralph Ketchum, Vice President, Western Region

6/16/2009

Print Name, Title

Signature

Date

Austin Commercial, LP  
Attachment A – Additional Pages  
C. 10 Prior Contracts/Similar Experience (Last 10 Years)

| PROJECT   | CLIENT                                  | CONTACT                            | DESCRIPTION  | TOTAL \$ DOLLAR AMT.                             |
|---|---|------------------------------------|--|--|
| Dallas Fort Worth International Airport Terminal D<br>Job No. 9923<br>June 2000-July 2005                             | D/FW Airport<br>D/FW Texas              | Mr. Clay Paslay<br>(972) 550-1062  | The new International Terminal D and Austin Commercial's scope of the Capital Development Program included the following Components: <ul style="list-style-type: none"> <li>• Terminal D Building -2.1 M SF</li> <li>• Central Utility Plant Upgrades</li> <li>• Hotel Demolition</li> <li>• Parking Garage -3.2 M SF</li> <li>• Automated People Mover Guideway &amp; Stations</li> <li>• Sky &amp; Pedestrian Bridges</li> <li>• Grand Hyatt Hotel – 335,000 SF</li> <li>• Terminal Roadways - 3 levels</li> <li>• Apron Paving-143,000 square yards of paved area</li> <li>• Terminal D Hardstand Phase III</li> <li>• Storm Drain for Terms. D &amp; F</li> </ul> Terminal D was completed on time and under budget with a nationally recognized safety program. | \$1.210 billion                                  |
| Hartsfield-Jackson Atlanta Airport CONRAC   | City of Atlanta                         | Mr. Dan Molloy<br>(404) 530-5888   | This CONRAC will hosue 10 rental companies and have space for 9,000 vehicles. Other project components include: rental agency complex, airport access roadway, APM stations and site preparation and mass grading.   | \$265 million                                    |
| Nashville CONRAC  | Metro Nashville Airport Authority       | Mr. Robert Ramsey                  | This CONRAC will contain a three-level, 2,400-car, 900,000-square-foot parking garage. 900 linear feet of moving walkways, six escalators and two elevators will also be included.   | \$70 million                                     |
| Sacramento Airport, Terminal Modernization Program  | Sacramento County Airport System        | Mr. Clay Paslay<br>(972) 550-1062  | Austin will complete the landside of the Terminal Modernization Program, which includes an integrated 185-key hotel and 450,000 SF terminal  | Currently estimated at \$407 million             |
| Ontario Inline Baggage Screening System   | Los Angeles World Airport               | Mr. Mark Vicelja<br>(909) 786-4337 | Austin will complete the 17,000 SF new structure on existing apron south of the terminal to house the new make-up devices for each terminal in March 2009.   | \$55 million                                     |
| Miami International Airport North Terminal Development<br>Job No. M1727<br>(Multiple projects including the following | American Airlines Corporate Real Estate | Mr. David Brush<br>(305) 869-3444  | The Turner-Austin Airport Team (TAAT) was selected as Construction Manager for the \$1.3 billion North Terminal Development Program at Miami International Airport. The NTD is part of the   | \$698 million (Terminated for owner convenience) |

3 projects)  
2000-2005

Miami Dade Aviation Department's capital improvement program. The expanded terminal and new concourses added approximately 2.7 million square feet of new areas to the existing 4.7 million square feet of space.

The North Terminal consists of five major clusters of projects, including 1.8 million square feet of new construction and 1.7 million square feet renovations.

|                      |   |                                   |  |               |
|----------------------|---|-----------------------------------|--|---------------|
| <b>D Extension</b>   | American Airlines<br>Corporate Real<br>Estate | Mr. David Brush<br>(305) 869-3444 | While the D extension is somewhat stand alone, it is dependent on other projects for special system (electrical) interfaces, obtains chill water through a loop touching all four regions of the North Terminal Development at Miami International Airport and must bring gates on line at specific times to meet the airlines' needs to allow further demolition. D Extension is a 450,000 SF expansion of 16 gates with a total cost of \$171 million with Austin as the CM.   | \$170 Million |
| <b>C to D Infill</b> | American Airlines<br>Corporate Real<br>Estate | Mr. David Brush<br>(305) 869-3444 | The C-D Infill was a remodel of existing spaces that required tenant relocations to yet to be built spaces. The phone and data system hubs resided in a portion of the building that was demolished. These systems were ultimately rerouted to a permanent set of rooms were not yet designed or built in time to support the demolition. A temporary location was identified and the systems temporarily relocated. C-D Infill has 980,000 SF, much of it shell space and reconfigured 9 gates for \$256 million with Austin as the CM. | \$254 Million |
| <b>B to C Infill</b> | American Airlines<br>Corporate Real<br>Estate | Mr. David Brush<br>(305) 869-3444 | The B-C Infill, is similar to C-D, but with a completely different user mix within the existing portion. Their relocation was extremely complex due to dependence on phone, data and security systems. Traffic flows needed to retain the 'Sterile' and 'Secure' environments, channel passengers to the desired location without inconvenience and not breach the post 9/11 security guidelines established at MIA. B-C represents 421,000 SF of space  | \$183 Million |

|   |  |   |  |   |
|---|--|---|--|---|
| <p><i>Rental Car Center<br/>Phoenix Sky Harbor<br/>International Airport<br/>Job No. 0220<br/>September 2002-<br/>December 2005</i></p> | <p><i>City of Phoenix<br/>Project Manager<br/>Aviation<br/>Department</i></p>              | <p><i>Ms. Tamie Fisher<br/>(602) 683-3672</i></p> | <p><i>changing 6 gates at a cost of \$185 million with Austin as the CM. The Sky Harbor International Airport Rental Car Center is a 2.2 Million SF; 5,600-space parking structure on a 23 acre building footprint. The centerpiece of the new development is a 160,000 SF customer service building on a 140-acre site that houses the rental car companies' passenger processing functions, administration and employees. At the state-of-the-art facility, the customer will conduct business transactions and pick up and return rental cars to the same location. This 4-level parking structure will be integrated with the top floor customer service building.</i></p> | <p><i>\$175 Million</i></p>   |
| <p><i>2E Reconfiguration<br/>Projects<br/>36 Projects<br/>April 1998- September<br/>1999</i></p>  | <p><i>American Airlines<br/>PO Box 619616<br/>DFW Airport, TX<br/>75261</i></p>            | <p><i>Mr. Ken Bower<br/>(817) 967-1358</i></p>    | <p><i>Austin Commercial was commissioned to serve as Construction Manager/General Contractor on the Eastside Reconfiguration Program at DFW Airport by American Airlines. Including 36 projects, the contracts ranged from \$300,000 to \$18,000,000 and each required continuous airport operations with minor disruption. The projects involved most every facet of airport operations for both the airport and the airline.</i></p>   | <p><i>\$105 Million<br/>Budgeted<br/><br/>\$102 Million<br/>Actual</i></p>  |
| <p><i>American Airlines FIS<br/>Expansion<br/>Job No. 9812<br/>April 1998- September<br/>1999</i></p>                                   | <p><i>American Airlines<br/>4333 Amon<br/>Carter Blvd.<br/>Ft. Worth, TX<br/>76155</i></p> | <p><i>Dean Snyder<br/>(817) 967-1309</i></p>      | <p><i>Austin Commercial completed approximately 26,700 square feet of expansion finish out and renovation in Terminal A at DFW International Airport. The project included the expansion of four FIS gates [A17 through A20], the addition of a new FIS baggage claim, and the complete relocation of the employee cafeteria and a service elevator, including concourse level Concessionaires.</i></p>  | <p><i>The initial construction cost was budgeted to be \$6,300,000. Final construction contract values were \$10,400,000, due to owner initiated change orders.</i></p> |
| <p><i>DFW Airport 2W Infill</i></p>   | <p><i>American Airlines</i></p>  | <p><i>Dean Snyder</i></p>                         | <p><i>Infill work was provided for United</i></p>  | <p><i>\$8 Million</i></p>   |

|   |   |  |  |                       |
|---|---|--|--|-----------------------|
| <p>Job. No. 9845</p>  | <p>4333 Amon<br/>Carter Blvd.<br/>Ft. Worth, TX<br/>76155</p>               | <p>(817) 967-1309</p>                      | <p>but under contract to American. Austin Commercial added escalator and curb side check in and also moved and added a baggage carousel.</p>   |                       |
| <p>Checkpoint B Security Expansion<br/>Phoenix Sky Harbor International Airport<br/>Job No. 0530<br/>November 2, 2005 -<br/>November 1, 2006</p>  | <p>City of Phoenix<br/>Aviation<br/>Department</p>                          | <p>Ms. Tamie Fisher<br/>(602) 683-3672</p> | <p>The expansion of the existing Checkpoint "B" in Terminal 4 at Sky Harbor International Airport includes adding approximately 20,000 SF of space to the existing building and renovation of approximately 7,000 SF of existing structure. Scope includes new concrete foundations and columns, structural steel, metal deck and misc. demolition of existing parts of the walkway. Finish scope includes storefront windows, Precast panels, EIFS on exterior of walkway, painting, drywall, millwork, interior doors, frames, hardware ceramic tile, acoustical and metal pan ceilings, fireproofing, insulation, expansion joints, caulking, stainless steel railings and security glazing system. Mechanical scope includes new HVAC (72KCFM) unit, chiller water piping, VAV distribution, fire protection piping and roof drainage. Electrical and Security scope includes new lighting, controls, fire alarm system, security controls, paging and phone systems, and dynamic signage.</p> | <p>\$14.9 Million</p> |
| <p>Consolidated Rental Car Center<br/>Hartsfield-Jackson Atlanta International Airport<br/>Job No. 0525<br/>November 2006 -<br/>November 2008</p> | <p>City of Atlanta<br/>Hartsfield-Jackson Atlanta International Airport</p> | <p>Bernard Seals<br/>(404) 530-5600</p>    | <p>The Consolidated Rental Car Center will consist of the following components:</p> <ul style="list-style-type: none"> <li>• Garage structures totaling 8,300 spaces</li> <li>• 100,000 SF customer service center</li> <li>• on-site roadways and vehicle storage areas</li> <li>• fueling facilities with 140 gas dispensers</li> <li>• wash facilities with 30 bays and 10 Car Rental Companies</li> </ul>  | <p>\$211 million</p>  |

**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.

Austin Commercial, L.P., 2538 E. University Drive, Suite 200, Phoenix, AZ 85035 (602) 267-1761  
Company Name, Address and Phone Number

6/16/2009

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

\_\_\_\_\_  
Date

Ralph Ketchum, Vice President, Western Region

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

## **APPENDIX B**

# **LAWA ADMINISTRATIVE REQUIREMENTS**

# **Administrative Requirements**

## Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included as the final section is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. **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) 417-6495  
Fax: (310) 646-9620  
E-mail: [ProcurementRequirements@lawa.org](mailto:ProcurementRequirements@lawa.org)  
Internet: [www.lawa.org](http://www.lawa.org)

### 1. AFFIDAVIT OF NON-COLLUSION

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

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

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

Attachment:

- Affidavit to Accompany Proposals or Bids

## **2. AFFIRMATIVE ACTION**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.13, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services in the amount \$1,000 or more to comply with the non-discrimination and Affirmative Action provisions of the laws of the City of Los Angeles.

All Proposers must agree to adhere to the nondiscrimination clause and designate an Equal Employment Opportunity Officer and certify the same by signing and submitting the attached Certificate. In addition, for construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, Proposers are required to complete the attached Total Composition of Work Force and submit one of the following plans at the time of proposal submittal: the Consultant's own Affirmative Action Plan or an executed copy of the Los Angeles City Affirmative Action Plan, a copy of which is attached. Subcontractors will be required to submit the same to the prime contractor prior to commencing work.

Attachments:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Certificate
- Total Composition of Work Force
- Equal Employment Practices Provisions
- Affirmative Action Program Provisions
- Los Angeles Affirmative Action Plan

For further information regarding this requirement please contact:

Bureau of Contract Administration  
Office of Contract Compliance, EEO Enforcement Section  
1149 S. Broadway St., Suite 300  
Los Angeles, CA 90015  
Phone: (213) 847-1922  
Fax: (213) 847-2777  
Web: <http://bca.lacity.org>

## **3. 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

#### 4. 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, owing tax are issued a Business Tax Registration Certificate (BTRC) number. In some cases where businesses are not required to pay a business tax, a Vendor Registration Number (VRN) is issued. Non-profit organizations may apply for an exempt tax registration certificate. In order to be paid under contract with the City, a BTRC or VRN or Exempt number must be provided to the Controller's Office.

Successful Proposers and their subcontractors must provide LAWA with a BTRC or VRN, along with the effective date of the number prior to commencing work on the contract. However, if a BTRC or VRN has already been issued, you may submit the attached "Business Tax Registration Certificate Number or Business Tax Exemption Number Form" with the proposal. To obtain a BTRC, VRN, or Exempt number, please apply with the Office of Finance.

Additional 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/>

Attachment:

- Business Tax Registration Certificate Number or Business Tax Exemption Number Form

#### 5. 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.

Proposers are required to complete and submit the attached "Certification of Compliance with Child Support Obligations" form with the proposal. Subcontractors will be required to submit the same to the prime contractor prior to commencing work.

**Failure to include a Certification of Compliance with the proposal will render the proposal non-responsive and will result in its rejection.**

Attachments:

- Child Support Obligations Provisions
- Certification of Compliance with Child Support Obligations

For additional information please contact:

Child Support Services Department  
Los Angeles County  
5770 South Eastern Avenue  
Commerce, CA. 90040-2924  
(323) 890-9800  
<http://cssd.lacounty.gov>

## **6. 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.

Proposers are required to complete and submit with the proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the 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. Proposers are also required to complete, sign and submit with the proposal the attached "Contractor Responsibility Program Pledge of Compliance." 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

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

- Contractor Responsibility Program Frequently Asked Questions
- CRP Rules and Regulations

## **7. 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: <http://www.lawa.org/welcomeLAWA.cfm?id=658>. 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 withdraw the award and select 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 Contract Services at (310) 417-6495 or Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922 or visit our website at <http://www.lawa.org/welcomeLAWA.cfm?id=658>

## **8. 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.

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

Additional information regarding First Source Hiring Program is available at <http://www.lawa.org/welcomeLAWA.cfm?id=626> or you can contact Contract Services Division at (310) 417-6495.

## **9. 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, at the time of entering the contract, the selected Proposer must provide evidence of insurance that conforms to the insurance requirements of the 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".

The successful Proposer and all 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

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

- Guidance for Submitting Evidence of Insurance
- Workers' Compensation Special Endorsement
- Automobile Liability Special Endorsement
- Aviation/Airport/Aircraft Liability Special Endorsement
- General Liability Special Endorsement
- Professional Liability Special Endorsement
- Frequently Asked Questions

## **10. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS**

Pursuant to City of Los Angeles Resolution No. 56 (Council File #98-1331) adopted by Los Angeles City Council on July 21, 1998, Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

Accordingly, Proposers are required to use the attached "Current and Prior City of Los Angeles Contracts" form with the proposal.

Attachment:

- Current and Prior City of Los Angeles Contracts

## 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/welcomeLAWA.cfm?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 [procurementrequirements@lawa.org](mailto:procurementrequirements@lawa.org).

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-1922, and fax: (213) 847-2777.

## 12. MUNICIPAL LOBBYING ORDINANCE

Pursuant to the Los Angeles Municipal Code, Section 48.09, all 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 proposer must submit with its proposal a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the proposer 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 proposal may render the 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](http://ethics.lacity.org/PDF/laws/law_mlo.pdf)
- Bidder Certification CEC Form 50

**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 Construction Management Services, and 14% M/WBE for the Construction.**

**The Proposer must submit Documentation of Good Faith Effort for the Construction Management 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 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 with the proposal submittal will render the proposal non-responsive and will result in its rejection.**

Attachments:

- MBE/WBE/OBE Policy Statement
- MBE/WBE Statement of Construction Manager at Risk (CMAR) Plan (Bradley West Core Improvements)
- Instructions Regarding Demonstration of MBE/WBE/OBE Good Faith Efforts
- MBE/WBE/DBE Participation Form

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

- 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. 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 proposal will render the proposal non-responsive and will result in its rejection.

#### 2. AFFIRMATIVE ACTION

- Is the non-discrimination certificate (A-1) completed and signed?
  - Is the non-discrimination certificate enclosed in the Packet?
  - Is the ethnic composition worksheet (A-2) completed?
  - Is the ethnic composition worksheet enclosed in the Packet?
  - Is a copy of the City's Affirmative Action Plan (A-6 to A-7) signed and enclosed in the Packet?
- or**
- If the company has an Affirmative Action Plan, is a copy of said plan enclosed in the Packet?

#### 3. CHILD SUPPORT OBLIGATIONS

- Is the required "Certification of Compliance with Child Support Obligations" completed and signed?
- Is the Certification enclosed in the Packet?

Failure to include a Certification of Compliance with the proposal will render the 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. EQUAL BENEFITS ORDINANCE**

- Is the required EBO Compliance form completed and signed?
- If required, is the supporting documentation attached?

**The following forms may be required depending on your response to Section 2 of the EBO Compliance Form:**

- EBO Provisional Compliance Form
- EBO Reasonable Measures Form

**6. LIST OF OTHER CITY OF LOS ANGELES CONTRACTS**

- Is the "Current and Prior City of Los Angeles Contracts" form completed?
- Is this form enclosed in the Packet?

**7. 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?

**8. MUNICIPAL LOBBYING ORDINANCE**

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

**9. MINORITY, WOMEN, AND OTHER / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – Good Faith Effort Documentation (for the Construction Management Services of the Project)**

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

Failure to provide supporting documentation of a good faith effort at the time of the proposal submittal will render the proposal non-responsive and will result in its rejection.

**IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:**

**Prime contractors** are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance

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

- Affirmative Action
- Business Tax Registration Certificate
- Child Support Obligations
- Contractor Responsibility Program Pledge of Compliance
- Insurance
- Living Wage Ordinance

# 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**

CITY OF LOS ANGELES

NONDISCRIMINATION ● EQUAL EMPLOYMENT PRACTICES ● AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
D. Subcontractors:
1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that \_\_\_\_\_ is hereby
NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

\_\_\_\_\_, ( ) \_\_\_\_\_ WORK
ADDRESS TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

- 1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: [ ] City Plan; [ ] Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

A-1

TELEPHONE DATE

**TOTAL COMPOSITION OF WORK FORCE**

OCC# \_\_\_\_\_

Contractor \_\_\_\_\_ Project Title \_\_\_\_\_ Length of Contract \_\_\_\_\_  
 Contractor Address \_\_\_\_\_ Work Force as of (Date) \_\_\_\_\_ (If you have no employees, write "no employee at this time.")

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)

| FOR CONSTRUCTION PROJECTS (L.A. County Only) |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
|--|--------------------------|---|---|----------|---|---|--------------------------|---|---|---------------------------------|---|---|--------------------------|---|---|-----------------|---|---|------------|---|---|--------|---|---|---|
| CRAFT  | AFRICAN AMERICAN (BLACK) |   |   | HISPANIC |   |   | ASIAN / PACIFIC ISLANDER |   |   | AMERICAN INDIAN/ ALASKAN NATIVE |   |   | CAUCASIAN (NON-HISPANIC) |   |   | TOTAL EMPLOYEES |   |   | % MINORITY |   |   | GENDER |   |   |   |
|  | J                        | A | T | J        | A | T | J                        | A | T | J                               | A | T | J                        | A | T | J               | A | T | J          | A | T | J      | A | T | M |
| Brick Layers                                 |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Carpenters                                   |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Electricians                                 |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Gunite Workers                               |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Iron Worker                                  |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Laborers                                     |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Operator Engineers                           |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Painters                                     |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Pipe Trades                                  |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Plasters / Cement Masons                     |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Sheet Metal Workers                          |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Teamsters                                    |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Clerical                                     |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| Supervisory                                  |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |
| TOTAL  |                          |   |   |          |   |   |                          |   |   |                                 |   |   |                          |   |   |                 |   |   |            |   |   |        |   |   |   |

**FOR NON-CONSTRUCTION PROJECTS**

| OCCUPATION           | AFRICAN AMERICAN (BLACK) |         | HISPANIC |         | ASIAN OR PACIFIC ISLANDER |         | AMERICAN INDIAN/ ALASKAN NATIVE |         | CAUCASIAN (NON-HISPANIC) |         | TOTAL EMPLOYEES |   | % MINORITY |   | GENDER |   |
|----------------------|--------------------------|---------|----------|---------|---------------------------|---------|---------------------------------|---------|--------------------------|---------|-----------------|---|------------|---|--------|---|
|                      | Regular                  | Trainee | Regular  | Trainee | Regular                   | Trainee | Regular                         | Trainee | Regular                  | Trainee | R               | T | R          | T | M      | F |
| Official & Managers  |                          |         |          |         |                           |         |                                 |         |                          |         |                 |   |            |   |        |   |
| Professionals        |                          |         |          |         |                           |         |                                 |         |                          |         |                 |   |            |   |        |   |
| Technicians          |                          |         |          |         |                           |         |                                 |         |                          |         |                 |   |            |   |        |   |
| Sales Workers        |                          |         |          |         |                           |         |                                 |         |                          |         |                 |   |            |   |        |   |
| Office / Clerical    |                          |         |          |         |                           |         |                                 |         |                          |         |                 |   |            |   |        |   |
| Semi-Skilled         |                          |         |          |         |                           |         |                                 |         |                          |         |                 |   |            |   |        |   |
| Laborers (Unskilled) |                          |         |          |         |                           |         |                                 |         |                          |         |                 |   |            |   |        |   |
| Service Workers      |                          |         |          |         |                           |         |                                 |         |                          |         |                 |   |            |   |        |   |
| TOTAL                |                          |         |          |         |                           |         |                                 |         |                          |         |                 |   |            |   |        |   |

Employment statistics were obtained from:

Available Records    Visual Check    Other (Specify) \_\_\_\_\_

**EQUAL EMPLOYMENT PRACTICES PROVISIONS**  
**Construction Contracts in excess of \$1,000 or more but less than \$5,000 and**  
**Nonconstruction Contracts of \$1,000 or more but less than \$100,000**

**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, domestic partner 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, domestic partner 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, domestic partner 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 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 conducted 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.

**AFFIRMATIVE ACTION PROGRAM PROVISIONS**  
**Construction Contracts of \$5,000 or More and**  
**Nonconstruction Contracts of \$100,000 or More**

**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, domestic partner 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, domestic partner 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, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the 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 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 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 maybe 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.

**LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**  
**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

**Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.**

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority\*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

\*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

- b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.
- c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
- e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
    - a. Recruit and refer minority, women and other employees to such programs;
    - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
    - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
  5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
  6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
    - a. What steps were taken, how and on what date.
    - b. To whom those efforts were directed.
    - c. The responses received, from whom and when.
    - d. What other steps were taken or will be taken to comply and when.
    - e. Why the contractor has been or will be unable to comply.
  7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
  8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
  9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
  10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
  11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
  12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
  13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
  14. 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.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OFFICER'S SIGNATURES

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

# 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.

# Business Tax Registration Certificate

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm 101, Los Angeles, CA 90012 (213) 473-5901.

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

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

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

|                |  |  |  |  |  |   |  |      |       |  |  |
|----------------|--|--|--|--|--|---|--|------|-------|--|--|
| ACCOUNT NUMBER |  |  |  |  |  |   |  | FUND | CLASS |  |  |
|                |  |  |  |  |  | - |  |      |       |  |  |

**New format:**

|                |  |  |  |  |  |  |  |  |  |  |  |  |      |       |  |  |  |  |  |  |  |  |
|----------------|--|--|--|--|--|--|--|--|--|--|--|--|------|-------|--|--|--|--|--|--|--|--|
| ACCOUNT NUMBER |  |  |  |  |  |  |  |  |  |  |  |  | FUND | CLASS |  |  |  |  |  |  |  |  |
|                |  |  |  |  |  |  |  |  |  |  |  |  | -    |       |  |  |  |  |  |  |  |  |

State effective dates here: \_\_\_\_\_ to \_\_\_\_\_

If you have an application pending in the Department of Finance, and have not as yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

If you have received an exemption from the Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

|  |  |  |  |  |  |   |  |  |
|--|--|--|--|--|--|---|--|--|
|  |  |  |  |  |  | - |  |  |
|--|--|--|--|--|--|---|--|--|

Explanation:

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# Child Support Obligations

## CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State And Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully Comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns and interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of the contract.

Failure of the Contractor(s) and /or any Subcontractor(s) to fully 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(s) and /or any Subcontractor(s) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisement for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

**City of Los Angeles**  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT**  
**OBLIGATIONS**

**This document must be returned with the Proposal/Bid Response**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Officer of Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

# 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.

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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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 Los Angeles World Airports  
 Contract Services Division  
 7301 World Way West, 2nd Floor  
 Los Angeles, CA 90045  
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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 other domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

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

# COMPLIANCE

**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

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

### **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.

**PROVISIONAL COMPLIANCE**

**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 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.**

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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.

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**PROVISIONAL COMPLIANCE**

**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 |

**REASONABLE MEASURES**

**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 - Construction Manager at Risk - Bradley West Core Improvements (TBIT Core Improvement PK-TB05)**

**TERM: Five 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**

|   |                                |
|---|--------------------------------|
| <p><b>(X)</b> Workers' Compensation (Statutory)/Employer's Liability</p> <p>    <b>(X)</b> Broad Form All States Endorsement</p> <p>    <b>(X)</b> Voluntary Compensation Endorsement</p> <p>    (*) Longshoremen's and Harbor Workers' Compensation Act Endorsement</p> <p>    <b>(X)</b> Waiver of Subrogation<br/>                 (Specifically naming "Los Angeles World Airports"<br/>                 Blanket endorsements are unacceptable)</p> | <p><u><b>Statutory</b></u></p> |
|---|--------------------------------|

|   |                                       |
|---|---------------------------------------|
| <p><b>(X)</b> Automobile Liability - covering owned, non-owned &amp; hired auto</p> | <p><u><b>\$ 5,000,000 CSL</b></u></p> |
|---|---------------------------------------|

|   |                                       |
|---|---------------------------------------|
| <p><b>(X)</b> Aviation/Airport Liability, including the following coverage:</p> | <p><u><b>\$ 5,000,000 CSL</b></u></p> |
|---|---------------------------------------|

**OR**

|   |                                     |
|---|-------------------------------------|
| <p><b>(X)</b> Commercial General Liability /Airport Liability</p> <p>    <b>(X)</b> Premises and Operations</p> <p>    <b>(X)</b> Contractual (Blanket/Schedule)</p> <p>    <b>(X)</b> Independent Contractors</p> <p>    <b>(X)</b> Personal Injury</p> <p>    <b>(X)</b> Broad Form Property Damage</p> <p>    <b>(X)</b> Products/Completed Operations</p> <p>    <b>(X)</b> Explosion, Collapse &amp; Underground (required when work involves digging, excavation, grading or use of explosive materials.)</p> <p>    <b>(X)</b> Additional Insured Endorsement<br/>                 (Specifically naming "Los Angeles World Airports"<br/>                 Blanket endorsements are unacceptable)</p> | <p><u><b>\$5,000,000CSL</b></u></p> |
|---|-------------------------------------|

|   |   |   |
|---|---|---|
| <p><u><b>**</b></u> Coverage for Hazardous Substances</p> | <p>Sudden Occurrence</p> <p>Non-sudden Occurrence</p> | <p><u><b>\$ **</b></u></p> <p><u><b>\$ **</b></u></p> |
|---|---|---|

|  |                                  |
|--|----------------------------------|
| <p><b>(X)</b> Professional Liability</p> | <p><u><b>\$5,000,000</b></u></p> |
|--|----------------------------------|

Comments:                   \* If exposure exists, coverage is required.  
                                  \*\* 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.**

**PLEASE RETURN THIS FORM WITH EVIDENCE OF INSURANCE**

**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 REVIEWED FOR ACCEPTABILITY BY EXECUTIVE THE DIRECTOR.**

## **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 (herein referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, and Program Manager, 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.

### ***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.

List of Other City of Los Angeles Contracts

**Current and Prior City of Los Angeles Contracts**

Pursuant to City of Los Angeles Resolution No. 56, adopted July 21, 1998, Consultant shall submit a list entitled "Current and Prior City of Los Angeles Contracts", which shall state all City contracts held by the Consultant within the last ten (10) years.

| Contract Number | Name of City Department/Agency | Contact person name and phone number | Signing date | Completion date | Description | Total dollar amount |
|-----------------|--------------------------------|--------------------------------------|--------------|-----------------|-------------|---------------------|
|                 |                                |                                      |              |                 |             |                     |
|                 |                                |                                      |              |                 |             |                     |
|                 |                                |                                      |              |                 |             |                     |
|                 |                                |                                      |              |                 |             |                     |
|                 |                                |                                      |              |                 |             |                     |
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|                 |                                |                                      |              |                 |             |                     |
|                 |                                |                                      |              |                 |             |                     |

# 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 sublicensees;
  - (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**

## **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/busiForms.cfm>) 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) 847-1922.

**MBE/WBE STATEMENT OF CONSTRUCTION MANAGER AT RISK (CMAR) PLAN**  
**BRADLEY WEST CORE IMPROVEMENTS (TBIT Core Improvement PK-TB05)**

The proposal must contain a detailed narrative description of the CMAR'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 first phase of the project.** LAWA recommends 20% MBE/WBE levels of participation in Phase I (construction management) and an overall combined 14% 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 Management Services
2. Construction

MBE/WBE firms may participate as:

1. Contractors
2. Subcontractors (2<sup>nd</sup> and 3<sup>rd</sup> tiers are acceptable with documentation)
3. Suppliers
4. Professional Services
5. Joint Venture Partners or Development Partners

The Plan should also include projected percentages for 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 CMAR, 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 and shall be binding upon Developer's transferees, successors and assignees.

**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.

## **Directories of Certified Firms ACDBE/DBE/MBE/WBE**

The City of Los Angeles, Bureau of Contract Administration (BCA) maintains a directory of certified ACDBE, DBE, MBE, and WBE's on their website @ [http://bca.lacity.org/index.cfm?nxt=ots&nxt\\_body=otsindex.cfm](http://bca.lacity.org/index.cfm?nxt=ots&nxt_body=otsindex.cfm).

This listing includes only firms whose certification application has been processed by BCA. The directory can be searched by company name or by NAICS code and will provide contact information, NAICS code classification(s), and current certification status of firms. This directory is one of several resources available to contractors looking for certified firms.

The California Unified Certification Program also has an online directory of certified firms: [http://www.dot.ca.gov/hq/bep/dbe\\_query.htm](http://www.dot.ca.gov/hq/bep/dbe_query.htm). This directory includes all ACDBE and DBE firms certified by any of the eleven certification agencies in the UCP. Because it provides statewide listing, this directory will provide a much bigger pool of firms for contractors and should be the primary resource used by contractors looking for DBE or ACDBE participation.

In addition to the City of Los Angeles, Caltrans and Los Angeles County Metropolitan Transportation Authority administer a MBE/WBE certification program; however, the CUCP directory does not include firms certified only as MBE or WBE by these agencies. To find a sufficient pool of MBE/WBE certified firms, contractors should use the following resources:

- BCA's Directory of ACDBE/DBE/MBE/WBE Certified firms
- CUCP Directory of ACDBE/DBE certified firms
  - DBE/ACDBE certification requires a firm to be 51% owned by "socially or economically disadvantaged individuals" and minorities and women are "presumed to be socially or economically disadvantaged", therefore the majority of DBE's and ACDBE's firms are MBE's or WBE's and can be used to meet MBE/WBE participation levels.
- Caltrans' Directory of certified MBE/WBE
  - The directory can be accessed from the same link as the CUCP database ([http://www.dot.ca.gov/hq/bep/dbe\\_query.htm](http://www.dot.ca.gov/hq/bep/dbe_query.htm))
- Los Angeles County Metropolitan Transportation Authority (Metro) Listing of Certified MBE/WBE's.
  - Metro's MBE/WBE certified firms is not available on-line but a current listing can be obtained by contacting the Diversity & Economic Opportunity Department @ 213) 922-2600.

**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

Minority Business Opportunity Center (MBOC)  
City Hall  
200 N. Main Street, 13<sup>th</sup> 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](mailto: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](mailto:info@aba-la.org)

Engineering Contractors' Association  
8310 Florence Avenue  
Downey, CA 90240

800 293-2240  
562 923-6179 FAX

National Association of Minority Contractors  
Southern California Chapter  
PO Box 43307  
Los Angeles, CA 90043  
Attn: Kevin Ramsey

310 635 3277  
310 635-0562 FAX  
<http://www.namcsc.net>  
Email: [kramsey@pacbell.net](mailto:kramsey@pacbell.net)

National Association of Women Business Owners – Los Angeles 213 622-3200  
900 Wilshire Boulevard, Suite 404 213 622-6659 FAX  
Los Angeles, CA 90017 <http://www.nawbola.org>  
Email: [info@nawbola.org](mailto:info@nawbola.org)

Los Angeles Urban League 323 299-9660  
3450 Mount Vernon Drive 323 299-0618 FAX  
Los Angeles, CA 90008 <http://www.laul.org>  
Email: [info@laul.org](mailto:info@laul.org)

Society of Hispanic Professional Engineers 323 725-3970  
SHPE National Office 323 725-0316 FAX  
5400 E. Olympic Blvd., Suite 210 <http://www.shpe.org>  
Los Angeles, CA 90022  
SHPE National email: [shpenational@shpe.org](mailto:shpenational@shpe.org)

The Asian American Architects/Engineers Association (of Southern California) 213 896-9270  
P.O. Box 861807 213 896-9271 FAX  
Los Angeles, CA 90086  
<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  
DBE - Disadvantaged Business Enterprise  
MBE - Minority Business Enterprise  
WBE - Woman Business Enterprise  
OBE – Other Business Enterprise (i.e., any firm other than a DBE, MBE or WBE)

Ethnicity  
A - Asian  
B - Black  
C - Caucasian  
H - Hispanic  
NA - Native American

Gender  
M - Male  
F - Female

NAICS  
The North American Industry Classification System 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 _____<br>Ethnicity _____<br>Gender _____<br>NAICS _____ | Subcontractor starting date: _____<br>M/W/DBE Certification Expires _____ |                    |                     |
| State License # _____ Email: _____                                     | Group _____<br>Ethnicity _____<br>Gender _____<br>NAICS _____ | Subcontractor starting date: _____<br>M/W/DBE Certification Expires _____ |                    |                     |
| State License # _____ Email: _____                                     | Group _____<br>Ethnicity _____<br>Gender _____<br>NAICS _____ | Subcontractor starting date: _____<br>M/W/DBE Certification Expires _____ |                    |                     |
| State License # _____ Email: _____                                     | Group _____<br>Ethnicity _____<br>Gender _____<br>NAICS _____ | Subcontractor starting date: _____<br>M/W/DBE Certification Expires _____ |                    |                     |
| State License # _____ Email: _____                                     | Group _____<br>Ethnicity _____<br>Gender _____<br>NAICS _____ | Subcontractor starting date: _____<br>M/W/DBE Certification Expires _____ |                    |                     |
| State License # _____ Email: _____                                     | Group _____<br>Ethnicity _____<br>Gender _____<br>NAICS _____ | Subcontractor starting date: _____<br>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 \_\_\_\_\_

# ATTACHMENT 2

## PK-TB05 PROPOSAL PART 1, B

### SURETY LETTER OF INTENT

\_\_\_\_\_, 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-TB05, BRADLEY WEST CORE**  
**IMPROVEMENTS**

Dear Madam:

\_\_\_\_\_ [Surety Name] \_\_\_\_\_ ("Surety") hereby confirms that it intends to issue a Performance Bond and Payment Bond to \_\_\_\_\_ [CMAR – Proposer] \_\_\_\_\_ as principal on those bonds, with regard to the subject Project. Surety also understands that the CMAR contract will be in the form of a cumulative Guaranteed Maximum Price in the total amount of approximately \$500 million, with portions of the project being authorized on a phased basis. The Performance Bond and Payment Bond will be awarded for One Hundred Percent (100%) of the total cumulative Guaranteed Maximum Price, although that amount will not be finally determined on the date of the award.

By executing this letter, Surety acknowledges that it has reviewed the information in this letter and in the RFP and, with knowledge of that information, intends to issue a Proposal Guaranty to the CMAR, and should the CMAR be awarded the contract, promptly deliver a Performance Bond and Payment Bond.

DATED: \_\_\_\_\_, 2009

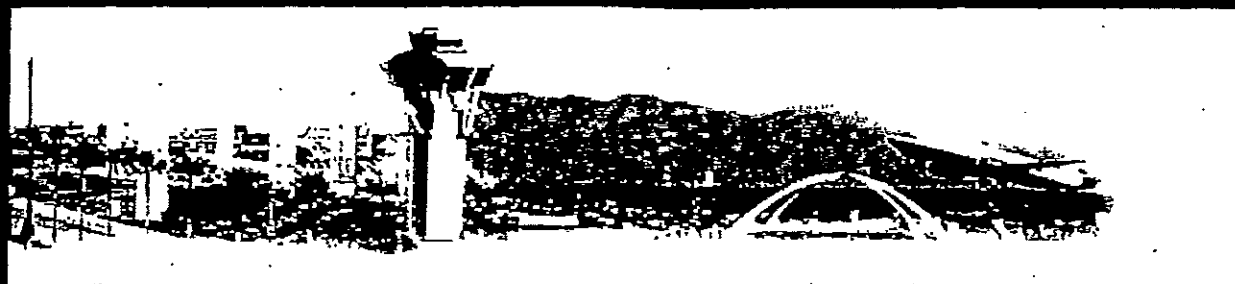
By: \_\_\_\_\_

# **APPENDIX C**

## **PROJECT LABOR AGREEMENT**

**APPENDIX C**

**PROJECT LABOR AGREEMENT**



Los Angeles  
Department of Airports  
Construction  
Project Labor Agreement



**LOS ANGELES DEPARTMENT OF AIRPORTS**

**CONSTRUCTION**

**PROJECT LABOR AGREEMENT**

**November 19, 1999**

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LOS ANGELES INTERNATIONAL AIRPORT  
CONSTRUCTION  
PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement") is entered into this 19th day of November, 1999, by and between Parsons Constructors, Inc., its successors or assigns (hereinafter "PCI" or "Agreement Coordinator") and The Building and Construction Trades Department, AFL-CIO (hereinafter "BCTD"), on behalf of its affiliated International Unions, The Building and Construction Trades Council of California (hereinafter "California Council"), The Building and Construction Trades Council of Los Angeles-Orange County (hereinafter "Los Angeles Council"), and the signatory Craft Unions affiliated with The Building & Construction Trades Department AFL-CIO (all hereinafter, collectively called the "Union" or "Unions"), with respect to the construction work within the scope of this Agreement owned by The City of Los Angeles, Department of Airports, acting through the Board of Airport Commissioners (hereinafter, "City," "Department," or "Commission," as appropriate) for the renovation and improvement of the Los Angeles International Airport's ("LAX") Tom Bradley International Terminal (hereinafter, "TBIT"), and such other major construction projects and related construction work as the City determines is appropriate for coverage and which is commenced prior to December 31, 2010, collectively referred to herein as the "Project."

It is understood by the parties to this Agreement that if this Agreement is acceptable to the Commission, it will become the policy of the Commission that the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. Therefore, the Unions agree that other contractors may execute the Agreement for purposes of covering such work. PCI shall administer this Agreement and shall monitor the compliance with it by all contractors, who, together with their subcontractors, through their execution of this Agreement, the Letter of Assent, or other document binding them to this Agreement, shall become bound hereto. It is understood, however, that the current contractual arrangement between the City and PCI is of limited duration, not for the length of the Project, and that should a new Contract not be awarded to PCI, a new Agreement Coordinator will be designated by the City and such Agreement Coordinator will execute this Agreement and accept and undertake the obligations, responsibilities and authority of PCI for the implementation of this Agreement.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the Agreement Coordinator, if awarded construction work within the scope of this Agreement. Where specific reference to PCI (or its successor) alone is intended, the term "PCI" or "Agreement Coordinator" is used.

The Unions, the Agreement Coordinator and all signatory contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents complete understanding of the parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the Agreement Coordinator

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes a signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. This Agreement shall not apply to the work of any contractor which is performed at any location other than the project site as defined in this Agreement.

The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction.

#### **ARTICLE I** **PURPOSE**

The initial phase of the Project, the renovation and improvement of TBIT, is a multi-year, over \$100 million dollar undertaking of the City. The goal of this Project is to provide added space to LAX's existing Tom Bradley International Terminal Facility, which provides more than 8.7 million international travelers with transportation services in and out of the Los Angeles area.

The TBIT construction will rehabilitate, renovate, and improve the existing terminal facility by "infilling" the central area to the west of the main terminal building. The Project includes improvement of airline and public lounge areas, baggage claim areas and devices, and administrative offices. The design changes to TBIT will provide approximately 285,000 net usable square feet of floor space, distributed over seven floor levels. Also included in the renovations is approximately 195,000 net square feet of the existing central terminal area.

Finally, the TBIT Project is the first of many major construction projects expected to be approved and built at the Airport during the next decade. These projects are critical to the continued value of the Airport for the domestic and international transportation of passengers and cargo without delay, and for the overall economic well-being of the greater Los Angeles and Southern California. Therefore, the timely and successful completion of the construction work covered by this Agreement is vital and it is essential that the construction be done in an efficient and economical manner in order to secure the optimum productivity and eliminate delay. The parties recognize that such work will take place in the middle of the

continuing operation of the Airport and that it is critical to minimize the inconvenience to the 62 million people who use the facilities annually. The parties acknowledge the vital economic role which the efficient and functioning of the Airport holds for the economy of California. They will endeavor to avoid interference with the ongoing operations of the Airport, completing the work within the scope of this Agreement without delay or unnecessary cost.

In recognition of these special needs of this Project and to maintain a spirit of harmony, labor management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise; and in recognition of such methods and procedures, the Unions agree not to engage in any strikes, slow downs or interruption of work and the Contractor agrees not to engage in any lock out.

## **ARTICLE II** **SCOPE OF AGREEMENT**

This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement" shall apply and is limited to all construction as generally described in Section 1 of this Article performed by those contractor(s) of whatever tier which have contracts awarded for such work, which may include the Agreement Coordinator, on or after the effective date of this Agreement, with regard to the construction, reconstruction, rehabilitation, or any other construction-related activities necessary to the development of Tom Bradley International Terminal and related facilities and such other major construction projects within the scope of this Agreement, all of which are hereinafter referred to as the "Project" and generally defined below.

**Section 1.** The Project is generally defined as and limited to:

(a) The renovation, rehabilitation and improvement of the Tom Bradley International Terminal Facility, in an approximately 285,000 square foot infill area of that terminal, and which will include the renovation of airline and public lounge areas, baggage claim facilities, and the Federal Inspection Service and Department administrative offices; and

(b) Such other major construction, rehabilitation, and renovation projects involving Airport-related facilities as are designated by the City to be covered by this Agreement.

It is understood by the parties that the City may at any time and at its sole discretion determine to build segments of the Project under this Agreement not currently proposed, or to modify or not to build any one or more of the particular segments proposed to be covered.

**Section 2.** Items specifically excluded from the scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the City, Department, or Commission.

(c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay-down or storage areas dedicated solely to Project work, delivery of material or goods between locations on the site, and all on-site transportation involving any batch plant erected on the site, are within the scope of this Agreement.

(d) All employees of the City, Department, Commission, Agreement Coordinator, and design team, or any other consultant of the City not performing manual labor with the scope of this Agreement.

(e) Any work performed on or near or leading to or into the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors; and/or by the City or its contractors (for work which is not part of the scope of this Agreement).

(f) Off-site maintenance of leased equipment and on-site supervision of such work.

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee.

(h) Non-construction support services contracted by the City, Agreement Coordinator, or Contractor in connection with this Project.

(i) Any work performed by tenants of the City or their contractors.

(j) All work by employees of the City or its contractors involving general maintenance, emergency repair, and/or cleaning work, except as specifically covered by this Agreement.

(k) Installation of speciality items which may be purchased by the City may be performed by employees employed under this Agreement with the participation of other

personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), or where required to protect a guarantee or warranty, may be performed by employees of the vendor or other companies where employees working under this Agreement lack the required necessary skills or cannot protect a guarantee or warranty offered by the vendor. These speciality items may include but are not limited to baggage handling and security systems.

(l) The City's controlled environmental and hazardous materials management program and integrated security system, unless such is included in new construction contracts let as part of projects covered by this Agreement.

**Section 3(a).** The City, the PCI, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project notwithstanding the existence or non-existence of any Agreements between such contractor and any union party provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement, should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all contractors and subcontractors, of whatever tier, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Agreement or the Letter of Assent, as set forth in Attachment 1 hereto, prior to the commencement of work. A copy of the Agreement or Letter of Assent executed by the Contractor shall be available for review by the Union.

**Section 4(a).** The provisions of this Project Labor Agreement (including the Schedule As, which are the local Collective Bargaining Agreements of the signatory unions having jurisdiction over the work on the Project (as may be changed from time-to-time consistent with Article XIX, Section 2) and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or National Agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

(b) Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by **Howard S. Block**, selected by the negotiating parties, under the procedures established in Article VII. It is understood that this Agreement, together with the referenced Schedule As constitute a self-contained, stand-alone agreement and by the virtue of having become bound to this Project Labor Agreement the Contractor will not be obligated to sign any other local, area or national Agreement as a condition of performing work within the scope of this Agreement.

**Section 5.** The Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

**Section 6.** This Agreement shall be limited to the construction work within the scope of this Agreement for which bids have been received on and after the effective date of this Agreement, including, specifically, site preparation and related demolition work, and utilities and modifications or rehabilitation of existing facilities. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work, or function which may be performed or contracted by the City for its own account on the property or in and around the construction site.

**Section 7.** It is understood that the liability of the Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or the PCI and/or any Contractor.

**Section 8.** None of the provisions of this Agreement shall be construed to prohibit or restrict the City or its employees from performing work not covered by this Agreement on or around the construction site. As areas of covered work are accepted by the City, the Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City to engage in repairs, modifications, check-out and/or warranty functions required by its contract(s) with the City.

**Section 9.** It is understood that the City, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the City may prohibit some or all work on certain days, for example, peak travel days in holiday periods, to accommodate LAX operational considerations; and/or require such other operational or scheduled changes as it may deem necessary to maintain efficient operations for the traveling public. In order to permit the Contractor and Union to make appropriate scheduling plans, the City will provide the Agreement Coordinator, the Contractor, and the Union with sufficient reasonable notice of any changes it is requiring pursuant to this Clause.

**Section 10.** The parties recognize that by virtue of the operation of the Airport, the City, its Contractors, and their employees are subject to regulations and directives issued by the Federal Aviation Administration and other federal and state agencies. Nothing in this Agreement is intended to compromise compliance by the City or any entity covered by this Agreement, with their obligations to the state and federal agencies and authorities with jurisdiction over their operations or those of the Airport. In the event a directive is received which conflicts with any provision of the Agreement, the directive shall take priority and the Agreement Coordinator and affected contractors and unions will be notified by the most expeditious means available.

**ARTICLE III**  
**UNION RECOGNITION AND EMPLOYMENT**

**Section 1.** The Contractor recognizes the Union as the sole and exclusive bargaining representative of all employees working on the Project within the scope of this Agreement.

**Section 2.** The Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 11 and with Article IV, Section 3, below. The Contractor shall also have the right to reject any applicant referred by a local Union, subject to any show-up payment required by Article X, Section 8(a).

**Section 3.** For signatory unions now having a job referral system contained in Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations.

**Section 4.** In the event that local unions are unable to fill any requisitions for employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of any applicants hired from other sources.

**Section 5.** The local unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor. No Contractor shall knowingly hire an employee employed by a Contractor working under this Agreement, nor shall they induce an employee to change employers.

**Section 6.** The local unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally obligated. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project to meet the needs of this Project and the requirements of the industry generally. Toward that end, the unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory

local unions. All parties agree to fully cooperate in local hiring and training programs such as the "Workforce Development System."

**Section 7.** In the event that a signatory local union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the union equal opportunity to refer applicants, subject to the provision of Section 4 of this Article and in a non-discriminatory manner consistent with Section 3 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

**Section 8.** Notwithstanding any other provision, in the event any Union either fails or is unable to refer qualified minority or female applicants in numbers equaling the City's or a Contractor's expected levels of participation, the Contractor may use employment sources other than the Union registration and referral systems if such use is necessary to meet affirmative action or equal employment opportunity obligations applicable to the City or Contractor by virtue of any federal, state, or local law, rule, ordinance, regulation or executive order, or judicial decision or decree.

**Section 9.** No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, on the Project; provided, however, that an employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under the Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project work to the extent, as required by law, of rendering payment of the applicable monthly working dues and all non-initiation or application fees uniformly required for union membership in the local union which is signatory to this Agreement.

**Section 10.** The parties recognize the City's commitment to provide opportunities to participate on the Project to minority, women, disadvantaged and other business enterprises as well as other enterprises which may not have previously had a relationship with the unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ their experienced "core" employees on this Project, the parties agree that in those situations where a Contractor not a party to the current collective bargaining agreement with the signatory union having jurisdiction over the affected work is a successful bidder, that Contractor may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who meet the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least 3,000 hours in the construction craft during the prior three (3) years.

(3) were on the Contractor's active payroll for at least 90 out of the 180 calendar days prior to the contract award;

(4) have the ability to perform safely the basic functions of the applicable trade.

The Union will refer to such Contractor one employee from the hiring hall out-of-work list for each affected trade or craft, and will then refer one of such Contractor's "core" employees and shall repeat the process as follows: one from the hiring hall and one "core" employee, until such contractor's requirements are met or until such contractor has hired ten (10) such "core" employees for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list. In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of core employees in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the Contractor under this Agreement.

Section 11. Except as provided in Article IV, Section 3, individual seniority should not be recognized or applied to employees working on the Project provided, however, that group and/or classification seniority in a Union Schedule A as of effective date of this Agreement shall be recognized for purposes of layoff.

Section 12. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractor.

#### **ARTICLE IV** **UNION REPRESENTATION AND STEWARDS**

Section 1. Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor and security and safety rules of the Project. It is understood that because of the geographical scope of the Project, and the type of work being undertaken on the Project site, visitors may be limited to certain times, or areas, or to being accompanied at all times while on the Project site; with this in mind, however, the Contractor recognizes the right of access set forth in this Section and such will not be unreasonably withheld from an authorized representative of the Union.

Section 2(a). Each signatory local union shall have the right to dispatch an experienced working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory

functions. There will be no non-working steward. Stewards will receive the regular rate of their respective crafts.

(b) In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

(c) When a Contractor has multiple, non-contiguous work locations on the site, the Contractor may request, and the union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases a steward may not service more than one work location without the approval of the contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 3. The Contractor agrees to notify the appropriate union twenty-four (24) hours prior to the layoff of a steward. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause and prohibited from entering or being on the job site, the appropriate union shall be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4. Personnel of the Department will be working in close proximity to the construction activities. The union agrees that the union representatives, stewards and individual workers will not interfere with such personnel, or with personnel employed by any other employer not a party to this Agreement.

## ARTICLE V MANAGEMENT'S RIGHTS

Section 1. The Contractor retains the full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including, but not limited to, the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint

working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

**Section 2.** There shall be no limitation or restriction by a signatory union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the City may be performed by employees employed under this Agreement with the participation of other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor or other companies where employees working under this Agreement lack the required skills.

**Section 3.** The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the contractor and the union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

## **ARTICLE VI**

### **WORK STOPPAGES AND LOCKOUTS**

**Section 1.** There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule As, economic strikes, unfair labor practices strikes, safety strikes, sympathy strikes, and jurisdictional strikes) by the Union or employees working under this Agreement against any contractor covered under this Agreement or the Project, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the project construction site is a violation of this Article.

Disputes between the signatory unions and any tenant, concessionaire, renter, or other person or business carrying out its/their normal functions within the boundaries of the Project shall be so handled as not to interfere with the City's business or the work under the Agreement or the business of any other tenant, lessee, concessionaire, or business not a party to such disputes. No picketing or other concerted or disruptive activity against any one or more of the tenants, lessees, concessionaires, persons or businesses operating within the

boundaries of the Project shall be conducted at LAX or near or around the entrance(s) or exit(s) of LAX which adversely affects or disrupts the work under this Agreement, nor shall such activity by any organization not a party to this Agreement be recognized or observed by parties to this Agreement or their members and employees whom they represent.

Section 2. The Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible for rehire under this Agreement for a period of 180 calendar days. The Agreement Coordinator and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

Section 3(a). If the Contractor contends that any Union has violated this Article or the provisions of Article XVII, Section 3, it will notify in writing the International President(s) of the Local Union(s) involved, advising the International President of the fact, with copies of such notice to the Local Union(s) involved and the Building Trades Council. The International President or Presidents will immediately instruct, order and use the best efforts of their office to cause the Local Union or Unions to cease any violation of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Agreement Coordinator setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 4.

Section 4. Any party, including the City, which the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the Agreement Coordinator, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 1, above, or Section 3 of Article XIX is alleged:

(a) A party invoking this procedure shall notify John Kagel, selected by the negotiating parties, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, he/she shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Los Angeles Council and the BCTD if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail but will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after the notice has been dispatched to the International President(s) as required by Section 3, above.

(c) The arbitrator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, or of Section 3 of Article XIX, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 4(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a contractor) and to the representing Union (for an employee), by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the respondent party or parties.

**Section 5.** The Agreement Coordinator is a party in interest in all proceedings arising under this Article and Articles VII and VIII and shall be sent contemporaneous copies of all notifications required under these articles, and, at its option, may participate as a full party in any proceeding initiated under these articles.

**Section 6.** If the arbitrator determines in accordance with Section 3(d) above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work.

If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall pay the sum of ten thousand dollars (\$10,000) each as liquidated damages to the City, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the craft has not returned to work. Similarly, if the arbitrator determines in accordance with Section 3(d) above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all of the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent contractor does not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, the respondent contractor(s) shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to each affected Union (to be apportioned among the affected employees and the benefit funds upon which contributions are made on their behalf, as appropriate and designated by the arbitrator), and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter in which compliance by the respondent contractor(s) has not been completed. The arbitrator shall retain jurisdiction to determine compliance for this Section.

## **ARTICLE VII** **DISPUTES AND GRIEVANCES**

**Section 1** (a). This Agreement is intended to provide close cooperation between management and labor. The Agreement Coordinator and the Los Angeles-Orange County Building and Construction Trades Council, AFL-CIO, shall each assign a representative to this Project for the purpose of assisting the BCTD, the International and Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

(b) PCI, the Contractors, Unions, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

(c) The Agreement Coordinator shall administer the processing of grievances under this Article, Articles VI and VIII, including the scheduling and arrangement of facilities for meetings, the selection of the arbitrator to hear the case, and any other administrative matters necessary to facilitate the timely disposition of the case; provided, however, it is the responsibility of the principal parties to any pending grievance to insure that time limits and deadlines are met.

**Section 2.** Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of

Article VI, Section 1) shall be considered a grievance and subject to resolution under the following procedures.

- i. Step 1. Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by a violation of this Agreement, the employee shall, through his Local Union business representative or job steward, within three (3) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the Agreement Coordinator within five (5) days after resolution has been reached.
  
- ii. Union or Contractor Grievance. Should the Local Union(s) or Agreement Coordinator or any Contractor have a dispute with the other party and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within three (3) working days, the dispute shall be reduced to writing and proceed to step 2 in the same manner as outlined in 1(a), above, for the adjustment of an employee complaint.

Step 2. The Business Manager of the involved Local Union or his Designee, together with the International Union representative of that union, the site representative of the involved Contractor, and the labor relations representative of the Agreement Coordinator shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

iii. Step 3(a). If the grievance shall have been submitted but not resolved under Step 2, either party may request in writing to the Agreement Coordinator (with copy(ies) to the other party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from a permanent panel of three (3) arbitrators (**Howard S. Block, William Estes and Michael D. Rappaport**) pre-selected by the negotiating parties to this Agreement. If the panel has not been agreed upon by the parties, arbitrator selection shall be made pursuant to the rules of the American Arbitration Association, which shall also govern the conduct of the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

**Section 3.** No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

**Section 4.** Procedures contained in this Article VII shall not be applicable to any alleged violation of Article VI, with the single exception that any employee discharged for violation of Article VI, Section 1, may resort to the procedures of Article VII to determine only if he/she was, in fact, engaged in that violation.

**Section 5.** The Agreement Coordinator shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at such steps.

## **ARTICLE VIII**

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

**Section 1.** The assignment of work will be solely the responsibility of the contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

**Section 2.** All jurisdictional disputes between or among Building and Construction Trades Unions and employees, parties to this Agreement shall be settled and adjusted according to

the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions, parties to this Agreement.

**Section 3.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 4.** Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Agreement Coordinator will be advised in advance of all such conferences and may participate if it wishes.

#### **ARTICLE IX** **WAGES AND BENEFITS**

**Section 1.** All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing federal or state rate determination. If a wage increase negotiated in a local agreement becomes the prevailing wage under state law, the Contractor will pay that rate as of the effective date of the new prevailing rate. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule As, except as otherwise provided in this Agreement.

**Section 2.** Contractor is to pay contributions to the established employee benefits funds in the amounts designated in the appropriate Schedule A and to make all employee-authorized deductions in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on this Project; and provided that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XVII, Section 2 of this Agreement, and provided that contributions do not exceed contribution amounts set forth in the applicable prevailing wage determination.

The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds for his employees. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor

Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

**Section 3.** All employees covered by this Agreement may be paid by check, paid no later than the end of the work each shift Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

**Section 4.** Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skill shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

## **ARTICLE X**

### **HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY**

**Section 1. Work Day and Work Week.** Eight (8) hours per day between the hours of 6:00 A.M. and 5:30 P.M., plus one-half (½) hour unpaid for lunch, approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Monday and conclude on Sunday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday work schedule.

**Section 2. Starting Times.** Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. The place of work shall be defined as the gang or tool box, or equipment at the employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

**Section 3. Overtime.** Overtime shall be paid in accordance with the requirements of the applicable Prevailing Wage Determination. There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. There shall be no pyramiding of overtime pay under any circumstances.

**Section 4(a). Shifts.** Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided in the applicable Schedule A, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours

straight time pay, without any premium or differential. Any third shift shall consist of six and one half (6½) hours of continuous work exclusive of one-half (½) hour non-paid lunch period for eight (8) hours straight time pay, without any premium or differential.

The last shift starting on or before 6:00 P.M. Friday shall be considered Friday work time; while the first shift ending at or after 6:00 A.M. on Monday shall be considered Monday work time. The shift starting at or after 6:00 A.M. is designated as the first shift, with the second shift following.

(b) Because of operational necessities, the second and/or third shifts may, at the Agreement Coordinator's direction, be scheduled without the preceding shift(s) having been worked. It is recognized the Airport operations may require restructuring of normal work schedules. Except in an emergency, Contractor shall give the affected union(s) at least three (3) days notice of schedule changes.

Section 5. 4-10's. A 4-10 schedule may be worked on the project consistent with the provisions of the Schedule A(s) of the affected Union(s) and the California prevailing wage law.

Section 6. Make-Up Day. A make-up day may be scheduled in a manner consistent with the Schedule A(s) of the affected Union(s) in the California prevailing wage law.

Section 7. Holidays. Holidays shall be those recognized in Schedule "A".

Section 8(a). Reporting Pay. Employees reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the applicable hourly rate. Employees who are directed to start work shall receive a minimum of four (4) hours of pay at the applicable hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project site available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or their designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes in each to the Contractor.

(b) When an employee who is sent to the job site from the union referral facility in response to a request by the Contractor for an employee for one (1) day starts work, the employee will be paid eight (8) hours.

(c) When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XI, Section 3, the employee shall be paid only for the actual time worked.

Section 9. Call Out Pay. When an employee has completed his scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, he shall

receive pay at the appropriate overtime rate for actual hours worked with a minimum guarantee of the wage equivalent of four (4) hours' pay at the employee's straight time rate. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

**Section 10. Time Keeping.** The Contractor may utilize "brassing" (or similar) systems to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

**Section 11. Meal Period.** The Contractor will schedule a meal period not more than one-half hour duration at the work location approximately midway into the scheduled work shift, consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated in a manner established in the applicable Schedule A.

## **ARTICLE XI APPRENTICES**

**Section 1.** The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the special need and obligation to capitalize on the availability of the local workforce in the Los Angeles area, especially minorities and women entering the construction industry. To these ends, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Further, the parties will facilitate and encourage local residents, minorities and women to commence and progress in apprenticeship programs in the construction industry.

**Section 2.** Apprentices may comprise up to twenty (20) percent of each craft's work force at any time, unless an applicable Schedule A provides for a greater percentage. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance with the applicable provision(s) of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization. If the Schedule A and prevailing wage determination permit, other non-journeyman classifications may be utilized at the Contractor's discretion as part of the twenty (20) percent ratio, or other applicable ratio.

**Section 3.** It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the general benefit of the residents of Los Angeles.

**ARTICLE XII**  
**SECURITY, SAFETY, PROTECTION OF PERSON AND PROPERTY**

**Section 1(a).** In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the City, the Agreement Coordinator and/or the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

(b) Employees shall be bound by the reasonable safety, security and visitor rules established by the Contractor, the Agreement Coordinator and/or the City. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

(c) The Agreement Coordinator may establish and implement, after consultation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random, and post-accident testing, to the extent permitted by Federal and state law.

**Section 2.** The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

**Section 3.** All parties recognize the special security provisions required and mandated by construction work on a major airport, and all parties to the Agreement and all employees under the Agreement will fully comply with all federal, state and city required security rules.

**Section 4.** A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their basic hourly rate of pay.

**Section 5.** The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

**Section 6.** Should the City institute an Owner Controlled Insurance Program (OCIP), and further, as part of that Program, request that medical care delivery and/or ADR programs be instituted under this Agreement pursuant to Section 3201.5 of the Labor Code, the Council parties to this Agreement will meet with the Agreement Coordinator and negotiate in good

faith the appropriate concepts for such provisions and develop for approval by all parties the details of such program for implementation on the project.

### **ARTICLE XIII** **NON-DISCRIMINATION**

**Section 1.** The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, sex, creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition, marital status, ancestry, or sexual orientation in any manner prohibited by law or regulation. The Union shall cooperate with the Contractors' obligations to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to such status. Relevant employment actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved contractor for consideration and resolution.

**Section 2.** It is recognized that the City and federal governments have certain policies and commitments for the utilization of business enterprises owned and/or controlled by minorities, women, the disadvantaged or others. The parties shall jointly endeavor to assure that these commitments are fully met and that any provisions of this Agreement which may appear to interfere with any minority, women, disadvantaged or other owned business enterprise successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the parties, to assure full compliance with the spirit and letter of the governments' policies and commitments in all applicable federal, state and local rules and regulations relating to employment and utilization of said business enterprises. City's policies and commitments and all applicable Federal, state and local rules and regulations relating to employment and utilization of minorities and minority and/or women owned businesses.

### **ARTICLE XIV** **TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowance and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement except to the extent provided for in any applicable prevailing wage determination.

**Section 1.** The parties recognize that the Project site is an active International Airport facility, subject to significant traffic and security restrictions. Under these circumstances, it may be impossible for employees to travel independently to their place or work. Therefore, where travelers restricted to transportation supplied by the City or the Contractor, or must be escorted, parking facilities for employees' personal vehicles shall be provided at designated

location(s) for pick-up by the City or Contractor provided transportation or for escort to the work site. Transportation and/or escorted ingress shall be scheduled to permit employees to be at their place of work at the scheduled starting time. Employees arriving at their work location after their normal starting time as the result of any delay in the scheduled arrival of Contractor-furnished transportation shall be compensated from their normal starting time at the appropriate rate.

**Section 2.** Where employees are required to travel by City or Contractor provided transportation, they shall be compensated with an allowance equal to an amount calculated at their straight time rate of pay for the time spent in transit from the work site to the designated pick-up location at the end of their shift. Time spent in travel to or from the work site shall not constitute time worked.

## **ARTICLE XV WORKING CONDITIONS**

**Section 1.** There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

**Section 2.** The City and/or the Agreement Coordinator shall establish such reasonable Project rules as the City or Agreement Coordinator deems appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employer may be grounds for discipline, including discharge.

**Section 3.** There shall be no restrictions on the emergency use of any tools by any qualified employee or supervisor; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or the equipment involved and is in compliance with applicable governmental rules and regulations.

**Section 4.** Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be restricted to certain roads and/or parking areas.

**Section 5.** Unless expressly permitted otherwise by the City, all employees working for Contractors signatory to this Agreement are prohibited from utilization of the public areas of LAX, and public facilities of the City, including without limitation, sanitary facilities, eating establishments and parking areas.

**Section 6.** Certain rules of conduct and security have been established by city, state, and federal governmental agencies which are applicable to all employees under the Agreement and which may change from time to time. Employees will be notified of such rules and must

observe rules at all times. Failure to do so may result in discipline up to and including discharge.

#### **ARTICLE XVI** **PRE-JOB CONFERENCES**

Consistent with Article VIII, Section 4, all work assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Agreement Coordinator at least two weeks before starting work under this Agreement, and the Agreement Coordinator shall coordinate the scheduling of the pre-job conference with the Los Angeles Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article VIII, the Agreement Coordinator shall be notified promptly.

#### **ARTICLE XVII** **LABOR/MANAGEMENT COOPERATION**

**Section 1.** The parties to this Agreement will form a joint committee consisting of representatives selected by the BCTD, the Councils, the Crafts, and PCI. The Committee shall be chaired by a representative of PCI and a representative of the Los Angeles Council. The purpose of the Committee shall be to promote harmonious and stable labor-management relations on this Project, to insure effective and constructive communications between labor and management parties, and to advance the proficiency of the workmen in the industry.

**Section 2.** The Committee shall meet on a monthly basis or at the call of the joint chairs to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles VI, VII and/or VIII shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Agreement Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meeting with input from the Unions, the Contractors and the City. Notice of the date, time and place of the meeting shall be given to the Committee members at least three (3) days prior to the meeting. The City, the Building and Construction Trades Department, AFL-CIO, and the Building and Construction Trades Council of California shall be notified of the meetings and invited to send a representative to participate.

**Section 3.** The Committee may form sub-committees to consider and advise the full Committee with regard to safety and health issues affecting the Project; general employment issues (including availability of skilled trades and of minority, women, disadvantaged or other individuals who should be assisted with appropriate training for qualification for apprenticeship programs); and similar issues affecting the overall Project, including any

workers compensation program initiated under this Agreement. Further, the Committee, or an appropriate sub-committee, shall regularly review apprentice utilization and provide a quarterly report regarding such to the Commission.

**ARTICLE XVIII**  
**SAVINGS AND SEPARABILITY**

**Section 1.** It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreements are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by the court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements or any applicable law and the intent of the parties hereto.

**Section 2.** The parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

**Section 3.** The occurrence of events covered by Section 1 and/or 2 above shall not be construed to waive the prohibitions of Article VI.

**ARTICLE XIX**  
**DURATION OF THE AGREEMENT**

**Section 1. Duration.** This Project Labor Agreement shall be effective on November 19, 1999, and shall continue in effect until December 31, 2010, and thereafter with regard to any work covered by this Agreement commenced prior to December 31, 2010, but not turned over prior to that date. The Agreement may be extended by mutual agreement of the City and the Unions, for a period not to exceed ten (10) additional years. If either wishes to extend the Agreement they shall notify the other twelve (12) months prior to December 31, 2010.

**Section 2(a). Turnover.** Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the City by the Contractor and the City has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested

and/or approved by the Agreement Coordinator and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Agreement Coordinator or City to engage in repairs or modifications required by its contract(s) with the City or Agreement Coordinator.

(b) Notice. Notice of each final acceptance received by the Contractor will be provided to the Union with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to Article II, Section 8, involving otherwise turned-over or completed facilities which have been accepted by the City, will be available from the Agreement Coordinator.

(c) Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a notice from the Agreement Coordinator or City saying that no work remains within the scope of the is Agreement for the Agreement Coordinator or its successor.


Section 3. Schedule As incorporated as part of this Project Agreement shall continue in full force and effect until the contractor and/or union parties to the Collective Bargaining Agreements which are the basis for such Schedule As notify the Agreement Coordinator of mutually agreed upon changes in such Agreements and their effective date(s).

The parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the contractor under the Agreement than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the Schedule A shall be resolved under the procedures established in Article VII. As part of this understanding, the Contractor agrees and consents to pay the increased wages and increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the unions during the work performed on the Project at such time as the increases are incorporated into the applicable prevailing rate determination, as of the effective date of such prevailing rate determination.


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


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

For the Agreement Coordinator:

  
President  
Parsons Constructors Inc.

For the Union:

  
President  
Building and Construction  
Trades Department, AFL-CIO

  
President  
Building and Construction  
Trades Council of California

  
Los Angeles-Orange County  
Building and Construction Trades Council

International Unions

INTERNATIONAL ASSOCIATION  
OF HEAT AND FROST INSULATORS  
AND ASBESTOS WORKERS:

William Edward

Affiliated District Councils  
and/or Local Unions

Asbestos Workers Local 5

By: Robert O. Fontana

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

W. J. Jones

Boilermakers Local 92

By: Edward J. Maguire

INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED  
CRAFTWORKERS:

John J. Flynn

Bricklayers Local #4  
By: James J. [Signature]

UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA:

Raymond M. [Signature]

SOUTHERN CALIFORNIA CONFERENCE  
OF CARPENTERS

By: Gordon F. [Signature]

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS:

J.P. Barry

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

INTERNATIONAL UNION OF ELEVATOR  
CONSTRUCTORS

Edward C. Sullivan

I. U. E. C LOCAL #18  
By: Robert A. Brown

INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL, ORNAMENTAL  
AND REINFORCING IRON WORKERS:

John West

Local 416 + Local 433  
By: Joe Hard  
General Organizer

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA:

James M. O'Sullivan

LABORERS' LOCAL #300  
By: Joseph McEvoy

INTERNATIONAL UNION OF  
OPERATING ENGINEERS:

Frank W. Murray

OPERATING ENGINEERS' LOCAL #12

By: [Signature]  
Robert A. Burch  
By: Steve Bell

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

John J. Dougherty

Plasterers' Local 200

B. P. Ryan  
Cement Masons Local 600  
By: Kitford J. Jacobs

INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES:

Michael C. Moore

PAINTERS + ALLIED TRADES J.C. #30

By: [Signature]

UNITED UNION OF ROOFERS,  
WATERPROOFERS AND ALLIED  
WORKERS:

Earl J. Reese

[Signature]

By: LU #36 Roofers

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION:

Michael J. Sullivan

LOCAL UNION 108

By: Roy A. Ringwald

INTERNATIONAL BROTHERHOOD OF TEAMSTERS:

James P. Kopka

Teamsters Local 420

By: Gene [Signature]

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

Harvey J. Maddaloni

Ed Jones

By: LU 250

K.V. 761

By: Steve Reed

U.A. LOCAL 709

By: William R. Jones

L.A. LOCAL 345

By: Tom [Signature]

**ATTACHMENT 1**

**LETTER OF ASSENT**

**[To be Signed by All Contractors Undertaking Work Covered  
by the Project Labor Agreement Prior to Commencing Work]**

(Contractor Letterhead)

Agreement Coordinator  
c/o Parsons Constructors Inc.  
100 West Walnut Street  
Pasadena, California 92408  
Attn:

Re: Los Angeles International Airport Project  
Labor Agreement - Letter of Assent

Dear Sir:

This is to confirm that (Name of Company) agrees to be a party to and bound by the Los Angeles International Airport Project Labor Agreement (the "Agreement") as entered into by and between Parsons Constructors Inc., its successors or assignees, and the Building and Construction Trades Department, AFL-CIO and other Building and Construction Trades Councils and signatory unions, dated November \_\_, 1999, as such agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms.

Such obligation to be a party to and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to Contract No. (Contract No. or Identifying Description), and this Company shall require all its subcontractors, or whatever tier, to be similarly bound for all their work within the Scope of the Agreement by signing an identical Letter of Assent.

Sincerely,

(Name of Construction Company)

By:

(Name & Title of Authorized Executive)

cc: City of Los Angeles, Department of Airports

(Copies of this Letter will be available for inspection or copying on request of the Union).

## ADDENDUM I

The parties to the Los Angeles International Airport Construction Project Labor Agreement (the "Agreement"), effective November 19, 1999, together with the Building and Construction Trades Council of San Bernardino and Riverside Counties and its affiliated unions, having fully considered the terms and conditions of the Agreement, mutually agree that the benefits, rights, duties, and obligations established by that Agreement should be fully available for and applicable to major construction work which may be undertaken in the future at other airports under the control and direction of the City of Los Angeles Department of Airports, acting through the Board of Airport Commissioners; and

Now, therefore, with the signatures of the duly authorized representatives of the Agreement Coordinator and of the Department and its affiliated International Unions, the Councils, and affiliated Local Unions, respectively, the above-referenced Project Labor Agreement is hereby amended as follows:

1. The Agreement shall be known as the "Los Angeles Department of Airports Construction Project Labor Agreement";
2. Article II, Section 1 is revised to read as follows:

Section 1. The Project is generally defined as, and limited to:

(a) The renovation, rehabilitation and improvement of the Tom Bradley International Terminal Facility, Los Angeles International Airport, in an approximately 285,000 square foot infill area of that Terminal, and which will include the renovation of airline and public lounge area, baggage claim

facilities, and the Federal Inspection Service and Department administrative offices; and

(b) Such other major construction, rehabilitation, and renovation projects involving airport-related facilities at Los Angeles International Airport (LAX), Van Nuys Airport, Palmdale Airport, and/or Ontario Airport, as are designated by the City to be covered by this Agreement.

It is understood by the parties that the City may at any time and at its sole discretion determine to build segments of the Project under this Agreement not currently proposed, or to modify or not build any one or more of the particular segments proposed to be covered;

3. Article XIV, Section 1 is revised by deleting the word "International" from the first sentence.

4. All references in the Agreement to LAX shall refer to all Airports covered under this Agreement at which work covered within the scope of this Agreement is being performed.

5. All references in the Agreement to the Building and Construction Trades Council of Los Angeles-Orange County or the Los Angeles-Orange County Building and Construction Trades Council, AFL-CIO or the Los Angeles Council shall include and refer to both the Los Angeles/Orange Counties Council and the San Bernardino and Riverside Counties Council.

6. Further, the undersigned understand that Parsons Constructors Inc. has not been, and may or may not be, awarded the contract to administer the Agreement upon its

implementation, and therefore agree that, as appropriate, references to "PCI" shall be considered as references to the then current "Agreement Coordinator."

7. Finally, the undersigned agree to replace Attachment 1 (Letter of Assent) to the Agreement, with Attachment 1 (Letter of Assent) attached hereto.

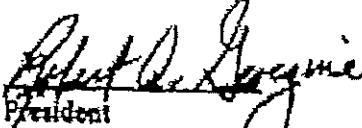
It is agreed that there are no further changes to the remainder of the Agreement.

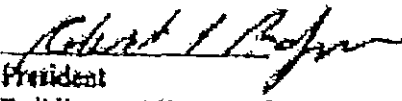
Effective the 1st day of May, 2000.

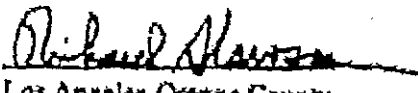
For the Agreement Coordinator:


  
\_\_\_\_\_  
President  
Parsons Constructors Inc.

For the Union:

  
\_\_\_\_\_  
President  
Building and Construction  
Trades Department, AFL-CIO

  
\_\_\_\_\_  
President  
Building and Construction  
Trades Council of California

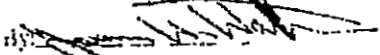
  
\_\_\_\_\_  
Los Angeles-Orange County  
Building and Construction Trades Council

  
\_\_\_\_\_  
San Bernardino and Riverside  
Counties Building and  
Construction Trades Council

A Dept. of Airports Construction Project Labor Agreement - Addendum I - Signatures (cont'd)

Local Unions Affiliated with the San Bernardino and Riverside Building and Construction Trades Council

Local 5, Asbestos Workers

By: 

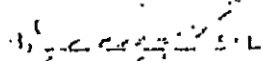
Local 4, IIBAC

By: *Gary H. Anthony*

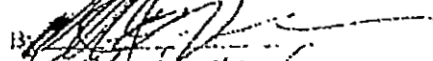
Iron Workers, Local #436

By: *Joe Beard*

Laborers, Local #253

By: 

Operating Engineers, Local #12

By: 

By: *John J. Kelly*

By: *Robert J. Brown*

By: *Ed. J. Carter*

Southern California Plumbers  
District Council 36

By: *Russell C. Whately*

SWFLA, Local #101

By: *Henry A. ...*

I. A. Local #398

By: *Douglas C. ...*

I. A. Sprinkler Fitters, Local #...

Boilermakers, Local 92

By: *Edward J. ...*

Local 477, IBEW

By: *John J. ...*

Iron Workers, Local #433

By: *Joe Beard*

Plasterers, Local #200

By: *B. J. ...*

Cement Masons, Local #500

By: *Francis ...*

Glaziers, Local Union 631

By: *Russell C. Whately*

Local #1247, Floor Covering

By: *Russell C. Whately*

Local #220, Roofers

By: *Robert C. ...*

Teamsters, Local #166

By: *Mike ...*

Tile, Marble & Terrazzo #18

By: *Randy ...*

LA Dept. of Airports & Construction Project Labor Agreement - Addendum 1 - Signatures (cont'd).

Local Unions Affiliated with the San Bernardino  
and Riverside Building and Construction Trades Council

LA, Local 250

By: *Edward Barnes*

Piledrivers, Local #2375

By: *[Signature]*

LA, Local 345

By: *Ben Perez*

Millwrights, Local #1607

By: *[Signature]*

1800 M Street, N.W.  
Washington, D.C. 20036-5669  
202-467-7000  
Fax: 202-467-7176

**Morgan, Lewis  
& Bockius LLP**  
C O U N S E L O R S   A T   L A W

E. Carl Uehlein, Jr.  
(202) 467-7075

**REVISED**

April 16, 2001

Howard S. Block, Esq.  
Wellington Plaza  
505 East First Street, Suite G  
Tustin, California 92680-3305

R. Wayne Estes, Esq.  
220 Verde Vista Drive  
Thousand Oaks, California 91360

John Kagel, Esq.  
Kagel & Kagel  
544 Market Street  
San Francisco, California 94104

Michael Rappaport, Esq.  
15445 Ventura Boulevard  
Suite 84  
Sherman Oaks, California 91403

Re: Los Angeles International Airport Project  
Labor Agreement - Permanent Arbitrators

Gentlemen:

Enclosed for your information is a copy of the Project Labor Agreement negotiated between Parsons Constructors Inc. and the Building and Construction Trades Department, AFL-CIO, the Building and Construction Trades Council of California, the Los Angeles/Orange Counties Building and Construction Trades Council, the San Bernardino/Riverside Counties Building and Construction Trades Council, and the Southern California District Council of Carpenters for work to be undertaken at Los Angeles International Airport. This is expected to be a multi-year, multi-billion dollar construction program. It is critical to all parties and to the citizens of Greater Los Angeles that any and all differences, disputes, and grievances be resolved peacefully under the procedures established by the Agreement. To help meet this goal, the parties have agreed to request your services as permanent arbitrators.

You will recognize the enclosed as similar in many ways to the Agreements negotiated on behalf of The Metropolitan Water District of Southern California, under which each of you already serves as a permanent arbitrator. It is the desire of the parties that each of you fill the same roles under the LAX Agreement; specifically, for disputes arising under Article II, Section 4(b) and as a member of the Panel from which an arbitrator is selected for disputes arising under Article VIII, Howard S. Block; for disputes arising under Article VI, John Kagel; and as additional members of the Panel under Article VIII, William Estes and Michael D. Rappaport. We hope you will agree to serve.

T-WA-1586900.1

Philadelphia   Washington   New York   Los Angeles   Miami   Harrisburg   Pittsburgh   Princeton  
London   Brussels   Frankfurt   Tokyo   Singapore   Jakarta

April 16, 2001  
Page 2

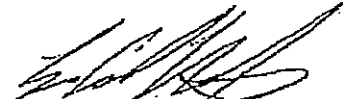
If you are willing to be so designated, I would appreciate it if you would advise me, as representative of the Project Administrator and the Owner, and Richard Slawson, Executive Director of the Los Angeles Council, as the designated representative of the union parties. When replying, please indicate your address for purposes of regular mail and overnight delivery, as well as preferred telephone number and facsimile numbers for contacting you quickly.

Thank you for your cooperation and your willingness to serve on this important Project.

Should you have any questions with regard to this matter, I would welcome the opportunity to discuss them with you.

With best personal regards.

Sincerely,



E. Carl Uehlein, Jr.

ECUjr/cg

Enclosure

cc: Richard Slawson (w/o enclosure)  
Executive Secretary  
Los Angeles/Orange Counties Building and  
Construction Trades Council, AFL-CIO  
1626 Beverly Blvd.  
Los Angeles, California 90026-5784

Building and Construction Trades Department, AFL-CIO (w/o enclosure)  
Building and Construction Trades Council of California (w/o enclosure)  
Building and Construction Trades Council of San Bernardino  
and Riverside Counties (w/o enclosure)  
Southern California District County of Carpenters (w/o enclosure)  
Los Angeles International Airport (w/o enclosure)  
Parsons Constructors Inc. (w/o enclosure)

# PARSONS

---

Parsons Constructors Inc.  
100 West Walnut Street • Pasadena, California 91124 • (626) 440-3000 • Fax: (626) 440-2518

December 14, 1999

Mr. Richard Slawson  
Executive Secretary  
Los Angeles/Orange Counties Building  
and Construction Trades Council, AFL-CIO  
1626 Beverly Boulevard  
Los Angeles, California 90026-5784

Re: Los Angeles International Airport – Project Labor Agreement -  
Redi-Mix Concrete, Sand and Gravel, and Aggregate Delivery

Dear Dick:

In our negotiations for the captioned Project Labor Agreement, the Teamsters raised concerns about the coverage of the above-referenced work under the Agreement. After discussions and consultation with counsel, the parties recognized and agreed that the limitations of Federal Labor Law do not permit the inclusion of such deliveries under the terms of the Project Labor Agreement because they do not typically constitute work to be performed at the site of the construction within the meaning of the National Labor Relations Act.

Under these circumstances, and recognizing the importance of labor stability for the work covered by this Agreement, the Department of Airports has agreed that it will advise and remind contractors working under the Agreement of the importance of maintaining labor peace and harmony on the Project. These contractors will be encouraged to consider the potential effect on such labor stability when contracting for delivery of redi-mix, sand and gravel, and aggregate.

Should the suppliers or contractors not act in a manner consistent with the spirit and intent of this letter and the Agreement, the Department will take action appropriate to the situation and its legal rights.

Sincerely,



Michael W. D'Antuono  
President  
Parsons Constructors Inc.  
Agreement Coordinator for the Department of Airports

cc: City of Los Angeles, Department of Airports



# PARSONS

Parsons Constructors Inc.  
100 West Walnut Street • Pasadena, California 91124 • (628) 440-3000 • Fax: (628) 440-2516

December 9, 1999

## VIA FACSIMILE

Mr. Edward C. Sullivan  
General President  
International Union of Elevator Constructors  
Clark Building, #310  
5565 Sterrett Place  
Columbia, Maryland 21044

Mr. Ernie Brown  
Business Manager  
International Union of Elevator  
Constructors, Local 18  
100 South Mentor Avenue  
Pasadena, California 91106

Re: Los Angeles International Airport Project Labor Agreement

Gentlemen:

Consistent with our discussion as part of the negotiations for the above-referenced Agreement, it is understood and agreed that the International Union of Elevator Constructors and its Local 18 will execute the Project Labor Agreement. In consideration thereof, Parsons Constructors Inc. and the Unions specifically agree that where there is a conflict, the terms and conditions of the Project Labor Agreement shall supersede and override the terms and conditions of any and all other national, area or local collective bargaining agreements, except that the work of the International Union of Elevator Constructors within the scope of this Project Labor Agreement shall be performed under the terms of its national agreements, with the exception of Articles VI, VII and VIII, which shall apply to such work; and with the further understanding that work within the scope of the Agreement will be awarded consistent with the terms of the Project Labor Agreement provided that the successful contractor (and subcontractors of whatever tier) agree to execute the Letter of Assent (Attachment A) to the Agreement; and finally with the understanding that all employees working within the scope of the Agreement and within the craft jurisdiction of the International Union of Elevator Constructors shall be referred and/or employed in a manner consistent with Article III of the Project Labor Agreement.

**P**

Edward C. Sullivan  
Ernie Brown  
December 9, 1999  
Page 2

If you are in agreement with the above understandings, we would appreciate your execution of a copy of this letter and returning the executed copy to the undersigned.


Thank you for your cooperation in this manner. The City of Los Angeles, its Department of Airports, and Parsons Constructors Inc. look forward to working with the International Union of Elevator Constructors under this Agreement.

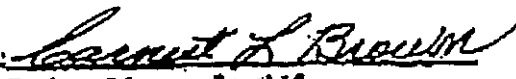
Sincerely,



Michael W. D'Antonio  
President  
Parsons Constructors Inc.

cc: Los Angeles International Airport  
E. Carl Uehlin, Jr., Esq.  
Special Counsel for Parsons Constructors Inc. and  
Los Angeles International Airport

Agreed:   
President  
International Union of Elevator Constructors

Agreed:   
Business Manager, Local 18  
International Union of Elevator Constructors

# **APPENDIX D**

## **CMAR FEE PERCENTAGE FORM**

**CMAR FEE PERCENTAGE FORM**

PROPOSER: Walsh Austin Joint Venture

PROJECT: TBIT RECONFIGURATION Contract No.: PK-TB05, BRADLEY WEST CORE IMPROVEMENTS

**Proposed CMAR Fees Percentages Instructions:** CMAR Proposer shall identify their proposed CMAR Construction Fee, expressed as a percentage (%) and carried to two (2) decimal places (0.00%).

**THIS CMAR FEES FORM SHALL BE SUBMITTED IN A SEPARATE SEALED PACKAGE WITHIN THE CMAR PROPOSAL SEALED PACKAGE.**

|  |               |
|--|---------------|
| Proposed CMAR Construction Fee Percentage: | <u>3.95</u> % |
|--|---------------|

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## **DIVISION 01-- GENERAL REQUIREMENTS**

### **01 10 00 SUMMARY**

#### **01 11 00 Summary of Work**

##### **ARTICLE - 01 11 01 Overview**

A. The Bradley West Core Improvements Project (the "Project") is a component of the Tom Bradley International Terminal (TBIT) Reconfiguration Project which is contemplated as part of the LAX Master Plan Program at Los Angeles International Airport (LAX). The TBIT Reconfiguration Project is included in the LAX Master Plan EIR (State Clearinghouse Number 1997061047), and the project level EIR for the TBIT Reconfiguration Project will be tiered from that document.

B. Subject to Project approval pursuant to the required environmental review under California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq., and approval by LAWA, the Project contemplates a major expansion for international arrivals to the west of the existing TBIT. The development of the Project will include three (3) major components. The exact area, number of levels, and design details are subject to change during the design process.

##### 1). Central Core Expansion

a) The expanded TBIT central core will consist of approximately 500,000 square feet of new construction on six (6) levels connected to the west side of the existing terminal and the new concourses on the north and south. The anticipated levels are the arrivals, interstitial, Customs and Border Protection primary, departures, sterile arrivals, and premier airline lounge levels.

b) The expansion of the TBIT central core includes a major expansion to the international baggage claim area, new Customs and Border Protection (CBP) Primary Inspection, new in-bound baggage handling area, new central concessions hall, re-configured consolidated security screening checkpoint (SSCP), additional airline premium services lounges, one or two aircraft gates, and supporting mechanical/electrical/IT spaces as required. The new work will consist of space for passenger services, building and life safety systems, airline operations, retail/food service concessions, concessions storage areas/support, back of house secured circulation space, loading dock, terminal systems and aircraft gate systems.

c) The major architectural element for the central core is the roof structure. Spanning the central core, the roof frame consists

of a series of moment frame long-span trusses with curved chords consisting of three massive arches with clerestory glazing. Between the arches is a series of clerestory windows facing north. The west wall of the central core is curtain wall construction combining low-E glazing with opaque panels. The roof is metal standing seam. Interior finishes include terrazzo, ceramic tile, laminate panels, gypsum board, CMU, ceiling tiles, architectural ceilings and column covers. The public spaces will be finished with very high architectural finishes. The interior office, storage, corridors, etc. will be finished with typical office type finishes. The concessions areas, airline premium services lounges and other tenant areas will be left unfinished for completion by the tenants.

2) Approximately 300,000 square feet of the existing TBIT will be renovated as part of this program. The TBIT renovated areas are the result of the revised functional plans and passenger and baggage circulation routes within the expanded central core. Major areas slated for renovation include the international baggage claim hall, the United States Custom Service (USCS) primary and secondary inspection areas, consolidation of the two existing Security Screening Check Point (SSCP) areas into a centralized area on the departures level and renovation of the areas occupied by the two SSCP into public circulation. The renovated portions of the existing TBIT will be finished to a standard similar to the new construction.

3) Several associated projects may be included depending on schedules and sequencing of other work. The potential associated projects include construction of a temporary loading dock, relocation of Fire Command Control Panels and electrical conduits in the service road, portions of a baggage tunnel, connectors to other terminals, relocation of building utility services, and demolition of an existing structure,

C. This Contract covers pre-construction and construction services for the Project.

D. Subject to Project approval pursuant to the environmental review, the Work specified in this Contract consists of furnishing all management, professional services, supervision, labor, materials, tools, equipment, services, testing and incidentals for the construction of the Work indicated in the Contract Documents including pre-construction and construction items.

E. The Work in this Contract may impact operations of Los Angeles International Airport. The Work will also adjoin and interface with other construction projects at the Airport. The CMAR shall estimate, bid, plan, schedule and execute the Work so as to minimize disruption of operations and inconvenience to airport stakeholders, the public and other contractors.

## **ARTICLE - 01 11 02    Scope of Work**

### **Pre-Construction Phase Services**

A.     The CMAR shall provide Pre-Construction Phase Services as defined in this Article and per the Contract Documents.  Immediately upon LAWA’s issuance of a Notice-to-Proceed (NTP) with the Pre-Construction Phase Services, the CMAR shall thoroughly review and become fully familiar with the Project scope, requirements and constraints, including:

1.     The goals and objectives of the Project;
2.     The needs and requirements of LAWA and other Project participants;
3.     The Designer’s work effort to date and any work products;
4.     The program and conceptual design drawings and specifications and any associated information or materials;
5.     The Project Site, and as-built plans and specifications, local conditions and all related limitations and constraints; and
6.     The scheduling and budget assumptions and constraints.

B.     After award, the CMAR shall meet with LAWA, Designer and the PMT to determine the roles and responsibilities of the participating parties and prepare organization charts reflecting those roles and responsibilities;

C.     The CMAR shall acknowledge in writing that the Project is, in concept, reasonable and constructible and contemplates a reasonable and workable delivery approach and schedule.  The CMAR will promptly notify LAWA in the event the Project, as developed during the Pre-Construction Phase, is not reasonable or constructible, given the schedule, budget and other Project requirements.

D.     The services provided by the CMAR are intended to be provided in a collaborative Project team environment.  The CMAR is expected to be engaged in the Project development process working with the PMT, LAWA, and Designer.  The CMAR shall collaborate, advise, assist, estimate, schedule, and provide recommendations to members of the Project team on the construction aspects of the Project.

E.     The services and tasks the CMAR shall provide during the Pre-Construction Phase include but are not limited to:

- Mobilization
- Pre-Construction Management Services

- Design and Constructability Reviews
- Value Engineering Study
- Project Scheduling
- Development of Component Guaranteed Maximum Pricing (CGMP)
- Cost Estimating and Reporting
- Meeting Participation
- Pre-Construction Phase Evaluation Reports
- Development of a Risk Management Plan
- Development of a Permitting Plan
- Development of a Construction Work Plan
- LEED® and Building Commissioning
- Development of a Subcontracting Plan
- Development of a Quality Control Program
- Development of a Project Manual
- Meeting the Environmental and Sustainability Requirement
- Maintenance of Project Records
- Development and Procurement of Work Packages
- Industry outreach, trade stimulation, and bid research
- Verification of field conditions
- Other tasks requested by LAWA

1. Mobilization

a. The CMAR shall mobilize their staff and begin to mobilize other resources, including attendance at all Project meetings to which the CMAR is invited, following NTP for Pre-Construction Phase Services;

b. During the Pre-Construction Phase, the CMAR will provide temporary facilities at a Project-dedicated space on the west side of the airport near the LAWA Administration Building on World Way West, to integrate the PMT, Designer and CMAR into a cohesive working team to provide timely, effective decision making, to improve Project cost effectiveness, focus on risk mitigation, and minimize rework;

c. The ContractorMAR will provide and maintain adequate offices and conference rooms, communications, work spaces,

furniture, and office equipment to perform the Pre-Construction Tasks;

d. During the Construction Phase, CMAR will be located in facilities at or near the Pre-Construction offices. The final requirements will be negotiated with the selected CMAR and are dependent upon the structure and makeup of the CMAR team.

2. Pre-Construction Management Services

The CMAR shall provide dedicated Key Personnel and support staff, on a Task Order and CGMP basis beginning with NTP for Pre-Construction Phase Services and continuing throughout the Project as necessary to complete all Pre-Construction Phase Services. The CMAR Key Personnel shall be on-site and dedicated to the Project to meet those tasks required in the Contract Documents.

3. Design and Constructability Reviews

a. The CMAR shall provide design and constructability reviews of the design documents for the Project. All design and constructability reviews performed by the CMAR shall include the appropriate LAWA airport personnel to ensure proper coordination of facility systems, to ensure that LAX design standards are maintained, and to appropriately consider other facility site specific conditions. The CMAR shall ensure adequate coordination is achieved.

(1) Constructability Reviews and Recommendations

The CMAR shall provide the staff necessary to work collaboratively with the Project team to review design documents, answer questions, review and verify existing conditions and provide recommendations on constructability. The CMAR shall have fourteen (14) calendar days following receipt of each Designer submittal to provide written comments and red-lined drawings to LAWA. The comments and red-line drawings should focus on substantive concerns, issues and clarifications to improve the quality of the drawings and specifications. The purpose of the reviews is to reduce risk, schedule and/or cost of the Project and to improve the Project quality to meet the goals and design standards of LAWA. LAWA anticipates that both the CMAR's project principal and construction manager will participate in the development of the review comments.

(2) Collaboration on Designer Deliverables

LAWA expects the CMAR, Designer and the PMT to work collaboratively to develop and execute the Project. This collaboration requires a dialogue and development of Work products with input from the Project team. The process includes the use of over-the-shoulder reviews between formal submissions and interactive problem identification and solving.

(3) Over-The-Shoulder Reviews

On a weekly basis, the Project team will meet to review Project and plan development progress. The Designer will provide plans and design details for review by the Project team. The meeting will review the Project development, discipline by discipline, and discuss the open issues and action items for the Project. It is anticipated that this will involve the CMAR's project principal and construction manager.

4. Value Engineering Study

As directed by the Engineer, the CMAR shall perform a Value Engineering (VE) study, as defined in the General Requirements, to evaluate the designs and provide recommendations for possible value engineering.

5. Project Scheduling

a. The CMAR shall comply with the scheduling provisions set forth in the General Requirements, and develop, regularly update and maintain a Master Schedule for the entire Project which incorporates the CMAR Pre-Construction Phase Evaluation Report, Cost Estimating and other Pre-Construction tasks in Primavera P6®, utilizing a Work Breakdown Structure (WBS) consistent with the LAX Development Master Schedule and approved by the PMT. The schedule shall be developed in the described phases with the following principal objectives:

- (1) Plan the work, identifying critical paths, project dependencies, bidding, and permitting dependencies;
- (2) Implement a standardized system of scheduling that permits measurement and reporting on design, permitting, contract negotiation and bidding, construction of the project, and adjacent construction projects by others;

- (3) Communicate to the PMT the project schedule requirements and work progress;
  - (4) Monitor the Design, Work Packaging, construction and other scheduled activities;
  - (5) Provide Project schedule input to cash-flow planning.
6. Cost Estimating and Reporting
- a. The CMAR shall provide cost estimating throughout the Pre-Construction and Construction Phases. The CMAR shall utilize an electronic data-base program in Prolog® to research and store the pricing of the various construction items. The estimates developed by the CMAR at each step of the Project may be used by LAWA to obligate the CMAR to a Component Guaranteed Maximum Price (CGMP). All cost estimates shall be open book estimates. CMAR shall submit quantity calculations and unit cost justification for all bid items. CMAR shall provide the source of construction production rates used to determine the unit costs for the bid items.
  - b. Within forty-five (45) days of the Notice To Proceed, the CMAR shall submit to the PMT, for its review and approval, a Preliminary Construction Estimate based on the current design documents at NTP. These are anticipated to be Design Development or 30% Construction Documents. The estimate will be the basis for developing the budget and other planning functions.
  - c. The CMAR shall work with the PMT's cost estimators in reconciling methods and information sources for the pricing of construction elements. As estimates are developed, the CMAR shall develop a system to manage and organize the various estimates utilizing the Work Breakdown Structure (WBS).
  - d. The CMAR shall develop an overall Project budget based upon the Pre-Construction preliminary Work Packages and preliminary CGMP estimates for incorporation into the Master Baseline Schedule.
  - e. The CMAR shall provide a monthly budget progress report with their request for payment summarizing the Work accomplished in the month for which the request is being submitted, the forecast cost to complete, a summary of the pending and authorized Component Guaranteed Maximum Price (CGMP) adjustments, Work planned for the following month, progress percentage complete of Work deliverables, current

status per budget line item, variances and any deviations from the overall total Project budget.

7. Cost Estimates for Work Packages

From the plans submitted by the Designer and where knowledge of the Project, the CMAR shall prepare open book cost estimates, including Work sequence, for Work Packages utilizing pricing from suppliers, subcontractors, and from experiential data bases. LAWA reserves the right to direct CMAR to use other pricing methods. The CMAR shall calculate and present quantities of units, costs of units, and associated overhead mark up to develop the value of each Work Package. The level of detail of the estimates will be dependent on the complexity of the Work, design completion, and Project team input from the PMT to determine the final estimate format.

8. Pre-Construction Phase Meetings

a. The CMAR shall conduct an initial Pre-Construction Phase meeting with LAWA and Designer within ten (10) Calendar Days following NTP for Pre-Construction Phase Services to discuss, recommend, and propose preliminary construction sequencing of the Project including initial enabling and procurement Work Packages and the CGMP.

b. The CMAR shall participate in the regularly scheduled Project meeting and other meetings as requested by the PMT, including:

- (1) Monthly LAWA Team meetings: the CMAR shall provide monthly status reports containing information on scope, schedule, budget, progress, developing issues and risks to the Project.
- (2) Weekly Project team meetings: the CMAR shall participate in weekly Project team meetings to discuss Work underway, Work completed, upcoming priorities, issues and risks to the Project scope, schedule review and update, and any budget or Contract issues.
- (3) Public Information Meeting Support: the CMAR shall provide information and content to support LAWA led public information efforts. Tasks include preparation of information and support with personnel as requested by LAWA for community and stakeholder briefings, informational meetings, attending and participating in

LAWA Team outreach meetings, and supporting LAWA-directed Public Information and media requests.

- (4) Additional meetings will be held, as required by the Project team, to allow for quick effective decision making on the Project.

9. Pre-Construction Phase Evaluation Reports

a. Within 45 Calendar Days following NTP for Pre-Construction Phase Services and after thorough review of the most current design documents, the CMAR shall provide LAWA with a Pre-Construction Phase Evaluation Report. The report shall include:

- (1) A budget cost estimate for the project and each Phasing option considered as a basis for bid and CGMP evaluation;
- (2) Preliminary Construction Schedule;
- (3) CMAR's constructability recommendations including construction phasing and traffic control;
- (4) Any identified opportunities for increased efficiency and/or innovation;
- (5) Material recommendations and risks due to inflation or supply;
- (6) Design options review, including a comparison of the risks and benefits of the different design element types and their construction;
- (7) Development of a Construction Phasing and Packaging plan, including long lead procurement items;
- (8) Preparation of prequalification, solicitation, procurement, and subcontract documents for Work Packages; and
- (9) Any issues that, in the opinion of the CMAR, should be considered in the planning, management, or execution of the Project to maintain budget, schedule, scope and quality objectives;

b. The Pre-Construction Phase Evaluation Report shall be updated and submitted at least one week prior to the Monthly Meeting. Recommendations and identification of issues concerning the Project schedule, constructability, risk analysis

and mitigation, and other required information should be updated based on the design development and changes to the Project known at the time of submittal of the report.

10. Risk Management Plan

a. The CMAR shall prepare a Risk Management Plan that will include risk identification, allocation and mitigation based upon the Schematic Design Package within 45 Calendar Days of NTP for Pre-Construction Phase Services. Risks to be addressed include, but are not limited to, costs, schedule and design/constructability risks, or any matter that affects the execution of the Project, its timing or costs. The CMAR will work with LAWA to review and update the preliminary list of construction-related risks. The CMAR will conduct a construction risk analysis workshop to develop a Construction Risk Matrix that:

- (1) Lists the related program risks;
- (2) Creates a qualitative ranking of the risks most critical to overall program performance;
- (3) Identifies the quantitative effect of the critical risks on the achievement of program schedule and budget;
- (4) Includes research and development of documents and materials on topics specific to the risks and issues on the Project; and
- (5) Proposes a risk reduction strategy.

b. The CMAR shall update the Risk Management Plan and submit to the PMT monthly at least one week prior to the Monthly Project Update Meeting.

11. Permitting Plan

Permitting and the permitting plan are conditioned upon obtaining Project approval pursuant to the required environmental review. The CMAR shall prepare a permitting plan, in conjunction with the Designer and the PMT, to evaluate the required permits for the execution of the construction. The permitting plan shall identify timelines, required information and packaging approval and signature cycles for each permit. The plan shall include a spreadsheet summarizing all the permits, intermediate steps, submittal deadlines and signature deadlines as well as comments on progress. This plan shall be provided with

the Pre-Construction Evaluation Report prepared for the Schematic Design Package review and thereafter updated collaboratively with the Designer, and submitted to the PMT monthly at least one week prior to the Monthly Project Update Meeting.

12. Construction Work Plan

a. The CMAR shall submit to the PMT a Construction Work Plan for each design package and design review, beginning at the Schematic Design Package submission for review. Each Work Plan and update shall address and document the Quality Control Plan and the following information:

- (1) The traffic control and staging required to execute the Work;
- (2) Construction Disruption Mitigation Analysis, which includes coordination of airfield safety, logistics and airport / airline operations;
- (3) Field office needs;
- (4) Plans and actions taken to comply with environmental requirements and permits;
- (5) Parking requirements during construction;
- (6) Staging areas for construction equipment and material storage and protection;
- (7) Use of and access to public roadways;
- (8) Coordination of Work and communication of construction activities with LAWA and the PMT regarding airlines, tenants and other stakeholders including utility disruptions;
- (9) Protection of private and public properties, including lease properties on the airport site;
- (10) Dust/dirt/debris mitigation;
- (11) Temporary erosion control;
- (12) Storm water drainage management;
- (13) Vibration control and monitoring;

- (14) Temporary facilities;
- (15) Participate in preparation and review of 3<sup>rd</sup> party agreements (Utilities, local agencies, and others), as needed;
- (16) Construction zone accommodation of vehicular and aircraft traffic including:
  - (i) Signage
  - (ii) Work hours (including number of shifts and weekends)
  - (iii) Temporary road closures or detours
  - (iv) Maintenance of vehicle service roads, taxiways/taxilanes and aprons during construction
- (17) Emergency vehicle provisions;
- (18) Maintenance of access to all properties;
- (19) Public and worker health and safety protection;
- (20) Construction restrictions during special events;
- (21) Security and maintenance of construction work zones;
- (22) LAWA Sustainability Guidelines.

13. LEED® and Building Commissioning

a. The LAWA Commissioning Agent will develop the Commissioning Plan in accordance with LAWA Sustainability Guidelines and LEED® NC 2.2. The CMAR shall actively contribute to the Commissioning Plan and incorporate the elements of the Commissioning Plan and schedule into the elements of Work under the control of the CMAR.

b. The CMAR shall become familiar with the design intent for each of the relevant building systems (including airport/aircraft support systems and infrastructure) and equipment and incorporate the established critical performance criteria into its start-up, testing and training activities.

c. The CMAR, in coordination with the Commissioning Agent and the Designer, shall, during preparation of the Contract Documents and during construction clearly define all duties and

activities required of the various subcontractors relating to Building Commissioning, any necessary order in which these activities and duties must take place, and define all critical performance criteria to be achieved.

d. The CMAR shall incorporate the Commissioning Agent's schedule activities and associated durations as part of the Master Schedule.

e. The CMAR shall coordinate and prepare all start-up, testing and training activities with its subcontractors, suppliers and work force to ensure timely and well-prepared commissioning of the Project.

(1) The CMAR shall ensure that all necessary documentation required in the then current LEED® standard is provided to the Commissioning Agent in a timely manner. The project must be compliant with the USGBC's LEED® certification using the LEED® NC standard to a certification level of at least Silver.

14. Quality Control Program

During the Pre-Construction Phase the CMAR shall prepare a Quality Control Program (QCP) to be approved by the PMT and to be implemented during the Construction Phase in accordance with General Requirements.

15. Project Manual

During the Pre-Construction Phase, the CMAR shall prepare a Project Manual, to be reviewed and approved by the PMT, which establishes procedures for processing, reviewing, and tracking submittals, Requests for Information, quality control deficiencies, change orders, CGMPs, subcontractor and supplier reviews and approvals, invoices, and other administrative functions that interface with LAWA.

16. Environmental and Sustainability Requirements

a. Except as otherwise directed for by LAWA, the CMAR will be required to develop, implement, and comply with environmental mitigation requirements described in the Contract Documents and bid packages and per General Requirements. This includes items such as, but not limited to, traffic mitigation measures, construction air quality measures, construction material recycling, noise mitigation, and management of contaminated materials if encountered.

b. These requirements are complementary to and in some cases in addition to environmental requirements stated elsewhere in the Contract Documents.

c. CMAR shall designate an Environmental Compliance Officer prior to Construction NTP.

d. CMAR will comply with LAWA sustainability requirements, as they may change from time to time.

17. Project Records

a. CMAR shall maintain all Project Records so that they include this Contract and all Project reporting, test results, survey records, engineering computations, assumptions, working drawings, meeting minutes, correspondence, memos, transmittals, notes and other written materials generated in the course of performing the Work identified in the Contract Documents for the Project.

b. CMAR shall use Prolog Manager® 2008 as an Electronic Data Management System (EDMS) for the submittal, tracking, retrieval, and storage of all Project Records and deliverables.

18. 18. Development Of Work Packages

a. The CMAR shall be responsible for coordinating with LAWA and the PMT the sequencing, assembly, scope definition and preparation of Work Packages. It shall review all information for individual packages in order to assure that all items as indicated in Work Package Documents, including coordination of details and coordination of subcontractor Work, are included in the Work Package. The CMAR shall analyze the Work Packages, identify elements of uncertainty or risk prior to procurement in order to eliminate conflicts, duplications and omissions and mitigate exposure to bidding error.

b. The CMAR shall assemble Work Packages in a complete, coordinated and cost effective manner. CMAR shall obtain all necessary design documents from the Designer and PMT and arrange for printing, binding, wrapping and delivery of bid documents to potential subcontractors, including Work Package Documents. CMAR may only issue the Work Packages for bidding after LAWA and the PMT has reviewed and approved the Work Package.

c. The CMAR shall review, recommend, develop and estimate allowances, alternates and other requirements for inclusion in the Work Packages.

d. The current schedule for the Work Packages is outlined in the Bid Package Schedule – Exhibit “C”, a copy of which is attached and incorporated herein by reference.

19. Subcontracts

a. The CMAR recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work in a fair and reasonable manner and to maintain fair and open competition. As such, all Work, except for services which are a part of the CMAR’s self performance, shall be procured based upon competitive bids awarded to the lowest responsive and responsible bidder, as defined below.

b. The CMAR shall develop lists of possible bidders to solicit bids for the Work Package(s). The CMAR shall conduct an outreach effort to attract broad interest among qualified bidders. It shall be the responsibility of the CMAR to contact potential bidders to develop a sufficient pool of bidders.

c. If the CMAR is proposing to use prequalification, the CMAR shall provide pre-bid subcontractor prequalification criteria. Prequalification criteria shall be consistent with those published by the California Department of Industrial Relations. Prequalification criteria will be submitted in writing to LAWA for its review prior to use. LAWA will confirm that such prequalification criteria are fair and reasonable.

d. CMAR shall immediately notify LAWA of its prequalification selections, before notifying any subcontractor of those selections.

e. The CMAR shall make its best efforts to secure the commitment to bid on each Work Package from a minimum of three (3) bidders for each trade, unless CMAR elects to self-perform that work as permitted herein. The CMAR shall invite LAWA to all pre-bid conferences, outreach events, scope interviews on the Work Package.

f. Subcontractors must set MBE/WBE levels of participation consistent with the levels of participation given by LAWA to CMAR for this Contract.

g. The CMAR shall, in consultation with LAWA and the PMT, respond to bid questions and issue addenda as necessary during the bid periods and at pre-bid conferences, preconstruction conferences and walk-throughs.

h. In the event that CMAR obtains fewer than three bids, it shall provide LAWA with a written description of its efforts to obtain competition and, if it believes that it should proceed to award the subcontract with fewer than 3 bidders, the justification therefore. No award shall be made where there are fewer than 3 bidders without LAWA's concurrence. Any sole source award must be issued consistently with Public Contract Code Section 3400 et seq.

i. LAWA shall be given reasonable and sufficient notice of bid openings for all subcontracts.

j. Upon receipt of bids:

(1) The CMAR shall record all bids received. The bids will be tabulated in a pre-approved format which allows for comparison of each CGMP budgeted line item for review by the CMAR and LAWA. The report shall also indicate all bids received, each bidder's scope exclusions, and comparing the lowest responsible, responsive bids with the cost estimate for that Work Package.

(2) The CMAR shall analyze the bid results for potential error, the spread of bid amounts, review the apparent low bids for responsiveness, responsibility and compliance with the subcontract.

(3) Responsibility is defined as a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the applicable Work at LAX.

(4) All non-responsive and non-responsible bids shall be rejected, and the reasons therefore documented and provided to LAWA.

k. Award shall be made to the responsive and responsible bidder with the lowest bid price. CMAR will notify LAWA in writing of the selected subcontractor, prior to awarding any subcontract. LAWA reserves the right to reject any subcontractor or supplier.

l. Before making award to a subcontractor or material supplier, the CMAR shall obtain a letter of concurrence from LAWA, concurring that the CMAR has followed the procurement procedure.

m. All subcontracts will be between the CMAR and the subcontractors. A copy of every subcontract shall be furnished

to LAWA at least 5 calendar days prior to execution of the subcontract by CMAR. The CMAR shall be responsible to LAWA for the acts and omissions of its agents and employees, suppliers, subcontractors performing work under a contract with the CMAR, and of its lower tier subcontractors, agents or employees. The CMAR shall require each subcontractor to be bound to the CMAR by the terms of the Contract Documents, and to assume toward the CMAR all the obligations and responsibilities which the CMAR, by these Documents, assumes toward LAWA. Said Contract shall preserve and protect the rights of LAWA and the Designer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the CMAR shall require each subcontractor to enter into similar Contracts with their subcontractors. The CMAR shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor shall similarly make copies of such Contract Documents available to their sub-subcontractors. Each subcontractor will be bound by this Article.

n. The CMAR shall make no substitution for any subcontractor, person or entity previously selected without the prior written concurrence of LAWA.

20. Development Of The Component Guaranteed Maximum Price (CGMP)

a. After the completion of the Work Package Documents, or at a time designated by LAWA, LAWA may issue a request to the CMAR to establish the Component Guaranteed Maximum Price for the Work Package(s). Within thirty (30) calendar days of such request, the CMAR shall deliver to LAWA a proposed Component Guaranteed Maximum Price (CGMP), with supporting documents for the price. A subcontractor or trade price supported by a competitively awarded subcontract which complies with all Contract requirements shall be deemed to be adequately supported. Each CGMP proposal shall also include the following sections:

Section One: Summary of Work, including a list of all construction documents

Section Two: CGMP Price Summary with Line Item Schedule of Values

Section Three: Scope Clarifications and Assumptions

Section Four: Procurement Plan

Section Five: CGMP Construction Schedule

Section Six: Analysis of impact on the Total Construction Budget and Project Schedule

Section Seven: MBE/WBE CGMP Participation Level, including a total to date participation level status report

b. In addition to the Cost of the Work, a CGMP may include an agreed upon Contingency per the Contract Documents. This Contingency is the CMAR's contingency and may not be used for any costs not specifically allowed herein and may only be used with LAWA's written permission. LAWA shall track underruns or overruns on the cumulative contingency, so that any CGMP with surplus contingencies can be offset against other CGMPs with a deficit on contingencies (so long as a surplus exists against which a credit can be taken). LAWA shall track the net, cumulative unused Contingency until completion of the entire Project, at which time any remaining savings will belong to LAWA. A Contingency is not the same as an Owner Contingency. CMAR has no rights or expectations as to the amount of or with regard to the use of any Owner Contingency.

c. The Proposed CMAR Construction Fee Percentage as proposed by the CMAR on the CMAR Fee Percentage Form is attached as an Appendix to the General Conditions. That fee covers the profit, home office expenses and overhead, general and administrative overhead, and general expenses of any kind, including, but not limited to legal fees, corporate insurance, executive vehicles and allowances, licenses, administration of warranty and other expenses not permitted by this Contract.

d. If the CGMP includes an early work package, the CMAR shall develop a corresponding Schedule of Values, including the Schedule of Stored Material, if applicable.

e. Each CGMP will be subject to modification for changes as allowed by the Contract Documents.

f. The CMAR shall submit its proposed CGMP to LAWA. LAWA will meet with the CMAR to review and analyze the

CGMP proposal and, if the price is not based on competitively awarded subcontracts, negotiate a CGMP.

g. The following step in the development of the CGMP shall not occur unless and until the Project has been approved by LAWA following completion of environmental review in compliance with CEQA, and the construction services option has been exercised by LAWA. If the CGMP for construction services is agreed upon, the CGMP will be submitted to the Board **for action within thirty (30) days of receipt of an agreed upon CGMP submittal**, and if approved by the Board, the CGMP shall be signed by the Executive Director and issued to the CMAR **within seven (7) days of becoming final**. Subject to LAWA's exercise of the construction services option, upon execution of the CGMP and the CMAR's submission of the required payment and performance bonds for the CGMP, LAWA will issue a CGMP NTP, which shall constitute authorization for the CMAR to proceed with procurement and construction of the approved CGMP Work.

h. The amount of CMAR self-performed work is limited to 10% of the aggregate value of all construction Work Packages under this Contract, not including the CMAR's general conditions. The self performed work will be paid at actual costs.

i. If LAWA rejects the CGMP proposal, the CGMP proposal shall be deemed withdrawn and of no effect. In such event, LAWA and the CMAR shall meet and confer as to how the Work Package(s) will proceed, with LAWA having the following options:

- (1) LAWA and CMAR may suggest modifications to the CGMP proposal and the CMAR shall submit a revised CGMP proposal and the approval process will recommence; or
- (2) LAWA may remove the Work Package from the scope and LAWA may procure and construct the Work Packages(s) independently of this Contract.

j. Upon notice that the Board has approved the first CGMP for construction services, CMAR shall deliver to LAWA Payment and Performance Bonds, in the amount of one hundred percent (100%) of the approved Contract Amount within 5 working days of notice of the approval of the CGMP. No work may be performed pursuant to the CGMP until delivery of such bonds by CMAR.

k. The actual price paid by LAWA to the CMAR on the CGMP shall be the actual incurred cost of all Work for the CGMP, including subcontracts, supply agreements, direct labor costs, direct supervision costs, the direct job costs as allowed pursuant to the General Requirements and the contractually agreed upon fee, or the CGMP amount, whichever is less.

21. Duration of Pre-Construction Phase

In the event that LAWA exercises the construction services option, the commencement of the Construction Phase shall not excuse the CMAR from completion of the Pre-Construction Phase Services, if such services have not been completed at commencement of the Construction Phase.

**Construction Phase Services**

A. The construction phase services are strictly conditioned upon LAWA's exercise of the construction services option and obtaining all necessary environmental approvals for construction of the Project, and any reference to construction herein contemplates obtaining such approvals. Accordingly, the construction phase shall not commence until the CEQA process has been completed and the Project approved and authorized in accordance with the Contract.

B. The CMAR shall manage, supervise and direct the Work, using the CMAR's best skill and attention. The CMAR shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and shall sequence and coordinate all portions of the Work in accordance with the Contract Documents. The CMAR shall manage, supervise and direct the work of its subcontractors and coordinate the Work with the activities and responsibilities of the PMT to complete the Project in accordance with the Contract Documents.

C. The CMAR shall coordinate its Work and the work of all CMAR personnel, suppliers, and subcontractors. Such coordination shall include the preparation of appropriate coordination drawings as the PMT may require from time to time. CMAR shall not delegate its responsibility to coordinate any or all Work.

D. Construction Management Services

1. The CMAR shall provide dedicated, on-site Key Personnel and support staff continuing throughout the Construction Phase to complete the Project. The Key Personnel shall be on-site and dedicated to the Project and meet those tasks required in the Contract Documents.

2. The CMAR shall implement all requirements of the Contract Documents.

E. Construction Schedule

1. The CMAR shall provide the approved Construction Schedule for each CGMP for inclusion into the Master Baseline Schedule.

F. Quality Control

1. The QC Program developed and approved during the Pre-Construction Phase. The CMAR shall ensure that all construction complies with the QC Program and all procured materials conform to contract plans, technical specifications and any other requirements, whether manufactured by the CMAR or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Contract Documents, the CMAR shall assume full responsibility for the QC Program.

2. The CMAR shall be responsible for all activities necessary to manage, control, and document work so as to ensure compliance with the QC Program and Contract Documents. The CMAR's responsibility includes but is not limited to, ensuring adequate quality control services are provided for work accomplished on and off-site by its organization, suppliers, subcontractors, technical laboratories and consultants. The work activities include but are not limited to safety, submittal management, and all other functions relating to the requirement for quality construction.

3. The CMAR shall establish a necessary level of control that will:

a. Adequately provide for the production of acceptable quality materials.

b. Provide sufficient information to the PMT to ensure that the specification requirements are being met.

c. Work with LAWA Commissioning Agent to schedule and perform the Start-up, Testing and Training in accordance with the Building Commissioning Plan.

G. Cost Management

1. Upon acceptance of the CGMP, the CMAR shall develop a Schedule of Values in accordance with the General Requirements. The CMAR shall implement a plan to manage costs in a manner that allows traceability of actual costs to the Schedule of Values line items and the budget corresponding to the activities in the Contract Schedule. At least

monthly, CMAR shall submit a report to the PMT showing deviations from the budget and the plan to address those deviations.

2. In tracking costs for construction elements, the CMAR shall develop a database that may be used in the pricing of future changes to the Work.

3. The CMAR shall provide LAWA with access to its accounting records regarding Project construction costs consistent with the "Audits And Records" provision of the General Conditions.

H. Other services as required by the Contract Documents.

I. Virtual Design and Construction (VDC) Tools Including Building Information Modeling (BIM)

1. CMAR will employ VDC and BIM tools to facilitate the construction, coordination, scheduling and phasing of the Work. CMAR's VDC implementation plan shall include at a minimum the following activities:

a. Development and maintenance of a three-dimensional building information model of the Work that includes CMAR-developed, shop-drawing level information of the following building components and systems:

- (1) Building structure, including but not limited to, foundations, columns, beams, joists, purlins, floor and roof decking and fill, bracing, and load-bearing walls.
- (2) HVAC systems, including but not limited to, HVAC piping and pumps, air distribution ductwork, fans, air terminal units, tanks, grease, interceptors, air outlets and inlets; central cooling equipment compressors, chillers, condensers, and cooling towers; boilers, heat exchangers and packaged and/or custom air-handling units, tanks, grease interceptors, and thermal storage systems.
- (3) Plumbing systems, including but not limited to, water distribution, storm drainage and sanitary sewerage waste and vent piping, water-heaters and plumbing fixtures.
- (4) Fire suppression systems, including but not limited to, standpipes, sprinkler systems, fire pumps, and non-water-based fire-extinguishing systems.
- (5) Electrical systems, including but not limited to, conduit greater than 1-1/2 inches in diameter, or

bundled conduits, cable-tray, transformers, switchgear, panelboards, generators, lightning protection and lighting.

- (6) Communication, security, access control, alarm monitoring (ACAMS), and wireless 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
- (7) Conveying systems including elevators, escalators, and moving walks.
- (8) Baggage handling systems including indication of clear right-of-way required around conveyors.
- (9) 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 CMAR's three dimensional BIM model, perform collision/interference checking and develop reports for review and resolution by the integrated CMAR team, including subcontractors, manufacturers and suppliers, working with the Design team where needed prior to release of fabrication drawings.

c. Spatial Usage Coordination Meetings: Regularly schedule meetings to review development of the CMAR's three-dimensional BIM model. Review and resolve any outstanding system component interferences indicated therein.

d. 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, PMT, Designer, subcontractors 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.

2. Software: As appropriate for tasks indicated.

3. Model Provided by Designer: Designer will furnish CMAR with one set of digital data files of the Model used to develop the Drawings for use in preparing the digital coordination and schedule visualization models.

a. It is expected that the CMAR 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 Designer's Model and Drawings are available in the REVIT 2010 family of software.

c. CMAR shall execute a data licensing agreement in the form of an Agreement form acceptable to LAWA and Designer.

## **01 12 00 Multiple Contract Summary**

### **ARTICLE - 01 12 01 Incorporation by Reference**

It is expressly understood and agreed that the Request for Proposal (No. PK-TB05), the CMAR's Proposal, and Proposal Addenda are not incorporated into the Contract Documents.

### **ARTICLE - 01 12 02 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 and CGMPs (more recent controlling)
4. Executed portion of the Contract
5. General Conditions
6. General Requirements
7. Technical Specifications
8. Contract Drawings (detailed drawings having greater precedence)

### **ARTICLE - 01 12 03 Review and Interpretation**

A. The CMAR shall carefully study and compare the Contract Documents and shall at once report to LAWA any error, inconsistency, or omission that may be discovered and shall obtain specific written instructions from the Engineer before proceeding with the Work. The CMAR shall perform no portion of the Work at any time without Contract Documents or, where required, approved Contract Drawings, Technical Specifications, instructions, Shop Drawings, Product Data, or Samples for such portion of the Work. The CMAR shall perform Work only in accordance with the Contract Documents and any subsequent revisions thereto.

B. If, during the Preconstruction Phase, the CMAR or any of its subcontractors of any tier observes that there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the Drawings, Technical Specifications or Contract Documents, or that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, rules, or regulations, in any respect, the CMAR shall promptly notify LAWA in writing, and any necessary changes shall be accomplished at the direction of the Engineer, in coordination with the PMT and Designer, to make the necessary changes.

C. If, during the Construction Phase, the CMAR or any of its subcontractors of any tier observes that there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the Drawings, Technical Specifications or Contract Documents, or that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, rules, or regulations, in any respect, the CMAR shall promptly notify LAWA in writing.

D. References made to other specifications and codes refer to editions in effect at the date bids are received for the Project, and include all addenda and errata prior to that date.

E. If the CMAR or any of its subcontractors of any tier perform any work with knowledge or reason to know that it is contrary to such laws, statutes, building codes, ordinances, rules, or regulations, and does not notify LAWA, as required in this Article, the CMAR shall assume full responsibility for such Work and shall bear all costs necessary to address issues relating to the failure to give timely notice.

F. During the Construction Phase, the CMAR may make reasonable written requests to LAWA for interpretations or clarifications of the Contract Documents. The CMAR shall submit any such requests as Requests for Information.

G. When the Engineer responds to such Requests for Information or clarification, it will issue a response which can consist of a written explanation with or without drawings or other information, at the Engineer's sole discretion. Such requests and responses to such requests shall neither authorize nor constitute a change to a CGMP. All questions concerning interpretation or clarification of this Contract or the acceptable performance thereof by the CMAR, if appropriate, shall be immediately submitted in writing to LAWA for resolution. All determinations, instructions, and clarifications of the Engineer shall be final and conclusive. At all times, the CMAR shall proceed with the Work in accordance with the determinations, instructions and clarifications of the Engineer or the PMT.

H. The CMAR shall review and attempt to answer Requests for Information or clarification from its subcontractors and suppliers. Such requests shall be

encompassed within the CMAR's Request for Information or clarification by the CMAR to the Engineer or the PMT, only if the CMAR is unable to answer such requests.

I. If labor, materials or equipment, although not described by the Contract Drawings or Technical Specifications, is required to successfully complete the Work and can reasonably be inferred by CMAR by virtue of common knowledge or customary practice in the construction industry from the Contract Documents as being necessary to produce the intended result, the CMAR shall perform that work or provide the materials or equipment as if they were specified.

J. The CMAR, before commencing work, shall verify all governing dimensions, and shall examine and, as necessary, survey, all adjoining work on which its Work is in any way dependent. No disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless written notice of the same has been filed by the CMAR and agreed to in writing by LAWA before the CMAR begins any part of the affected Work.

K. The CMAR's liability for review of the design documents is solely that of a contractor not the design professional; however, this limitation does not apply to the shop drawings which are the contractor's responsibility.

**ARTICLE - 01 12 04 Ownership and Use of Contract Drawings, Technical Specifications and Preconstruction Work Products**

A. All Contract Drawings, Technical Specifications and Preconstruction Work Products are the property of LAWA and except as otherwise provided in the Contract shall not be used by the CMAR 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 CMAR 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. 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 CMAR 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 CMAR 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.

**ARTICLE - 01 12 05 Interpretation Of Plans And Specifications**

A. Every part of the Contract, as shown on the Drawings and described in the Specifications, must be completed and finished. No deviations are to be made from the Drawings or Specifications without previous written authorization from LAWA.

B. In general, the Drawings will show dimensions, positions, and type of construction, and the Specifications will define materials, qualities, and methods. Any work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified in one shall be the same as similar parts that are detailed, marked, or specified in the other.

C. Should errors appear in the Drawings or Specifications or in the work done by others affecting this Work, the CMAR shall immediately notify the PMT. If the CMAR proceeds with the Work so affected without instructions from the PMT, the incorrect work shall be removed and/or corrections made to comply with the PMT's instructions, at no cost to LAWA. This includes typographical errors in the Specifications and notational errors on the Drawings where doubtful interpretations exist.

D. The CMAR shall furnish and install all equipment and materials required for complete installations whether or not the quantities are specifically shown, called out, or reflected in the Contract Drawings.

**ARTICLE - 01 12 06 Owner-Furnished Drawings And Specifications**

LAWA will furnish one electronic and one reproducible copy of the Contract Drawings and Specifications. The CMAR shall, upon receipt thereof, check all drawings furnished and shall promptly notify LAWA and the PMT of any additional information or drawings required or shown on the index and omitted from those included on the electronic media.

**ARTICLE - 01 12 07 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 approved Master Baseline Schedule developed by the CMAR.

**ARTICLE - 01 12 08 Differing Site Conditions**

A. The CMAR shall immediately, and before any of the following conditions are disturbed, notify LAWA and the PMT, first verbally and later with a properly documented letter, of the following:

1. Subsurface or latent physical conditions at the Project Site differing materially from those indicated in the Contract Documents, or physical conditions differing from those conditions present at the time of bidding Work Packages within a CGMP; or
2. Unknown physical conditions at the Project Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
3. The PMT 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 CMAR, and such conditions cause a change to the CGMP, or Contract Time, LAWA shall issue a Change Order subject to Board approval.
4. If the CMAR has not fully complied with the notice and submittal requirements of this Contract, the CMAR shall be deemed to have waived its right to assert a claim for an adjustment to a CGMP arising out of such differing site conditions.

#### **ARTICLE - 01 12 09 Site Inspections and Investigations**

A. Site Conditions. Drawings and specifications defining the Work to be done were prepared on the basis of interpretation by the Designer of information derived from investigations of the Work site. Information about the degree of difficulty of the Work to be done cannot totally be derived from either the drawings or specifications or from LAWA. The CMAR shall not be entitled to an adjustment to a CGMP for any condition which was or would have been evident at the time of a pre-bid site inspection. By executing CGMP, the CMAR represents that it has visited the site to the extent it believed necessary, familiarized itself with the location and conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The CMAR shall not be entitled to an adjustment to any CGMP for any condition which was or would have been evident at the time of a pre-bid site inspection.

B. Borings, other field and laboratory explorations and investigations are being made to indicate subsurface materials at particular locations. Explorations and investigations conducted by Designers and their subconsultants are solely for the purpose of study and design and are solely for the benefit of LAWA. This data will be provided to CMAR without any warranty of the data by LAWA.

#### **01 20 00 PRICE AND PAYMENT PROCEDURE**

##### **01 21 00 Task Orders And Personnel Authorizations**

A. Except for CMAR's obligations and scope of work defined under an authorized CGMP, services to be provided by the CMAR under this Article shall be performed pursuant to Task Orders that provide a detailed description of the services or tasks to be performed, the hours estimated to perform the work, if applicable, rates to be charged for the work and estimated expenses, or if agreed upon in advance, a negotiated lump sum. The CMAR shall provide a complete detailed proposal for each Task Order or Personnel Authorization. LAWA may utilize Task Orders to initiate work on an approved CGMP.

B. All personnel to be assigned for work under this Contract for pre-construction and construction management, whether for the CMAR or CMAR's subcontractors, other than personnel whose work is being compensated exclusively under the Lump Sum Method, shall be authorized through the use of a written Personnel Authorization. The Personnel Authorization may be written to cover more than one employee.

C. Task Orders shall be signed by the CMAR and the Executive Director Designee. Personnel Authorizations shall be signed by the CMAR, and by the Executive Director Designee, or by his or her authorized representative. The CMAR and the Executive Director Designee may mutually agree to amend Task Orders and Personnel Authorizations from time to time. This is a non-exclusive agreement and LAWA is only obligated to the CMAR for the scope and amount authorized within any given executed Task Order or CGMP.

## **01 22 00 Value Analysis**

### **A. Value Engineering Study**

1. The PMT may direct the CMAR during preconstruction or construction to perform a Value Engineering (VE) study or studies, to evaluate the design and recommend possible value engineering.

2. When requested, the CMAR working with the PMT as directed by LAWA, will assemble a value engineering team, in compliance with the procedures set forth in LAWA's Task Order and Personnel Authorization requirements.

3. Any VE methodology shall include study of design documents, cost data, and other information furnished as the basis of the design. The VE study shall develop alternate designs to achieve the required function(s) at the lowest overall cost consistent with performance for structures, structure or facility siting, site development, equipment, electrical and materials or methods. The study shall include examination of costs including life cycle cost, anticipated construction time, and conservation of energy. Design details and analysis shall be considered and alternatives developed as appropriate.

4. The CMAR VE team shall prepare a formal VE report and presentation. LAWA may approve or reject, in whole or in part, any of

the proposed VE changes. LAWA will direct the Designer to incorporate approved VE changes into the Project design.

5. A VE study is an organized effort directed at analyzing the function of construction, operations, systems, equipment, facilities, procedures, methods, and supplies for the purpose of achieving the required function at the lowest total cost ownership, consistent with effective life cycle cost and the requirements for performance, reliability, quality, and maintainability. No action should be labeled "Value Engineering" and included in the VE study unless the action includes identifying the function, using creativity to develop multiple alternatives, and selecting the alternative that will perform the required function at the lowest total cost considering performance, reliability, quality, and maintainability.

#### **01 23 00 Change Orders**

A. A Change Order is a written document issued to the CMAR any time after the execution of the Contract documenting a change in the Contract. The Contract Pricing, the Contract Amount and Contract completion date may only be changed only by Change Order. Change Orders are generally bilateral and must be signed by a properly authorized LAWA employee.

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 Contractor conclusively establishes the Contractor'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 Contractor for any or all changed work. LAWA may also issue unilateral or time and material/force account change orders when it is in the best interest of LAWA to do so.

D. Pursuant to City Charter Section 376, the awarding authority has authorized the Executive Director to approve and execute change orders under this Contract, and so to expend funds, up to the budgeted owner's contingency amount of \$61,410,000 not to exceed 10% of the currently approved Aggregate Guaranteed Maximum Price; provided that prior to the execution of any change order in excess of \$1,000,000, the Board shall first have reviewed and authorized the execution thereof, and such authorization shall have become final pursuant to Charter Section 245.

#### **ARTICLE - 01 23 01 No Oral Modification**

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

## **ARTICLE - 01 23 02      Field Directives**

A.   LAWA will issue Field Directives (FD) and transmit the FD to the CMAR to provide direction that in the opinion of LAWA does not effect a change to the Contract Work or transmit the FD to the CMAR to reject a Contractor Potential Change Request (CPCR) for “No Merit.”

## **01 24 00   LAWA Initiated Changes – Change Directives**

### **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 (CD) is a written directive, signed by LAWA, which directs a change to the work and requests a Contractor Change Request (CCR) with a cost and schedule impact proposal from the CMAR. LAWA may or may not direct the CMAR 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 CMAR 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 CMAR’s method for tracking the cost of the changed work;

b.   LAWA and CMAR have not completed their negotiations and have not reached agreement on all of the terms of a Change Order, but LAWA requires the CMAR to proceed without such agreement. A Change Directive must be signed by the Engineer or the Executive Director Designee and be within their spending authority; or

c.   LAWA and CMAR 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 CMAR shall promptly proceed with performing the change in the Work if so instructed. The CMAR, 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 CMAR 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 reduced to 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 CMAR shall proceed with such Work on a Time and Materials basis.
2. Whenever Work is performed on a Time and Materials basis, the CMAR 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 CMAR shall submit to LAWA for signature a daily itemization of all such costs in such form as LAWA may require.
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 CMAR 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.

**01 25 00 Contractor Potential Change Notice – CMAR Initiated Changes**

A. If the CMAR:

- 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 identifies what it believes are errors or omissions of any kind, including design errors or omissions, in the Contract Drawings or Technical Specifications; or
- 3 encounters a differing site condition; or
- 4 is delayed in performing the Work; or
- 5 becomes aware of any other matter or circumstance which the CMAR believes might require a change in the Contract Documents, Contract time, or Contract Pricing,

the CMAR 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 CMAR believes will merit the issuance of a Change Directive. The CMAR shall also provide a description of possible CMAR 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

1. With respect to orders, instructions, directives, interpretations, determinations, or other issues in the Contract Documents, a Contractor Potential Change Notice shall be submitted before the CMAR acts on them, but in no event more than seven (7) working days after the events giving rise to the CMAR claim were reasonably received or discovered.
2. With respect to any differing site conditions, a Contractor Potential Change Notice shall be submitted before the conditions are disturbed, but in no event more than seven (7) working days after the conditions are reasonably first discovered.
3. With respect to delays, as set out below, a Contractor Potential Change Notice shall be submitted as soon as the CMAR reasonably has knowledge of the delay, but in no event more than seven (7) working days therefrom.
4. With respect to any other matter or circumstance which the Contractor believes would require a Change, a Contractor Potential Change Notice shall be submitted as soon as the CMAR reasonably has knowledge of the matter or circumstance, but in no event more than seven (7) working days after the CMAR becomes aware of such circumstance or matter.

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 CMAR notifies LAWA within seven (7) days of the merit denial, of a dispute which then initiates the disputes resolution process. If the Engineer merits the Contractor Potential Change Notice, Engineer shall issue a Change Directive directing the CMAR to proceed with the Contractor Change Request or directing other instructions regarding the change.

E. Submittal Requirements and Waiver of Claims

1. If the CMAR does not submit a Contractor Potential Change Notice within the time required above, any action by the CMAR related to such order, direction, instruction, interpretation, determination, design error or omission, or other matter, including delays or differing site conditions, shall not be considered a change to the Work and the CMAR waives any claim for an adjustment to the Contract Pricing or the Contract time.

2. The CMAR shall, within twenty-one (21) days after submitting a Contractor Potential Change Notice, 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 CMAR 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 CMAR 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 CMAR 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 CMAR shall give LAWA access to its books, correspondence, records, electronic data bases 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.

#### **01 26 00 Specific Provisions for Delay-Based CMAR Change Request**

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 CMAR 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 Contractor to have direct knowledge of the delay;
3. If the CMAR 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 CMAR 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 CMAR's mitigation of such impacts; and
6. The specific elements of Contract performance for which the CMAR 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 CMAR 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.

**01 27 00 Adjustments in CGMP**

[Intentionally deleted]

**01 28 00 Determination Of Negotiated Price Or Rate**

A. LAWA may elect to negotiate a fixed or unit rate for certain General Conditions or other direct CMAR costs. In the event LAWA, in its sole discretion, elects to conduct such a negotiation, it will determine the necessary level of cost or pricing information it requires from CMAR before beginning such negotiations. In the event the cost or pricing data is inaccurate, incomplete or noncurrent, the negotiated fixed price or rate will be reconciled for previously paid amounts and adjusted to the amount that would have been negotiated had the data been made available initially.

B. LAWA may, at its sole discretion, perform an audit in accordance with Section 00 72 13.08 to verify cost or pricing data, whether or not such data was previously provided to LAWA.

**01 29 00 CMAR Claims**

A. Administrative Process

1. A project level dispute resolution process will be developed based on a partnering agreement between LAWA and the CMAR. Only after exhaustion of this process shall a dispute or potential claim go into the formal process 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 in TIFF form. 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 CMAR must be delivered within three months of the LAWA decision that gave rise to the dispute, or if LAWA failed to respond to a CMAR claim, within four months of the CMAR claim. The Dispute Submittal is a condition precedent to consideration of a Government Code claim.
4. Any LAWA claim against the CMAR 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 before JAMS, which mediation must be conducted with 90 days of the delivery of the Dispute Submittal. If the parties cannot agree on a mediator, JAMS will appoint a mediator. The cost of JAMS and 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 CMAR 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, CMAR 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

1. If the CMAR has satisfied all of the requirements set forth above and the Dispute has not been resolved, CMAR 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

1. The CMAR 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

1. 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 CMAR chooses to make to LAWA, shall be accompanied by the certification language set forth below signed by a responsible managing officer of the CMAR's organization, who has the authority to sign subcontracts or Purchase Orders on behalf of the CMAR, 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 CMAR without any decision, and shall waive the CMAR'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 (CMAR's name) and that I have reviewed the Claim presented herewith on CMAR'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) CMAR 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) CMAR 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 CMAR 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 CMAR and /or such Subcontractor or Supplier were in fact suffered in the amounts and for the reasons alleged in the Claim; and, (4) CMAR 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 CMAR 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 CMAR 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) CMAR has not received payment from City for, nor has CMAR previously released City from any portion of the Claim.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

**01 30 00 Payment Procedures**

A. Summary

This Article includes administrative and procedural requirements for Task Orders and Unit Price, Time and Materials and Lump Sum Payment for CGMP progress payments, and for final payment.

B. Applications For Payment

1. At least ten (10) days before the date established for each progress payment, the CMAR shall submit to LAWA an itemized Application for Payment, in a form acceptable to LAWA, for operations completed in accordance with the terms of the Contract. Such

application shall be supported by appropriate data substantiating the CMAR's right to payment.

2. Applications for Payment may not include requests for payment for Changes in the Work which have been authorized by Field Directives, but are not yet included in an executed Change Order.

3. Unless otherwise provided in the Contract Documents, ninety percent (90%) of the invoiced amount may be paid on account of materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work. Actual invoices for materials and equipment must be submitted with the Application for Payment. If approved in advance in writing by LAWA, payment may similarly be made for materials and equipment suitably stored off the Project Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Project Site shall be conditioned upon compliance by the CMAR with procedures satisfactory to LAWA to establish LAWA's title to such materials and equipment or otherwise protect LAWA's interest and shall include the costs of applicable insurance, storage and transportation to the Project Site for such materials and equipment stored off the Project Site.

4. The CMAR warrants that title to all Work covered by an Application for Payment will pass to LAWA no later than the time of payment. The CMAR further warrants that, upon submittal of an Application for Payment, all Work for which Payment has been previously issued and payments received from LAWA shall, to the best of the CMAR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the CMAR, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

C. Decisions To Withhold Payment

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

D. LAWA may deny a Progress Payment request and/or withhold money from any Progress Payment to:

1. Cover any unpaid claims filed pursuant to Civil Code Sections 3179 et seq.;
2. Protect LAWA's interests;
3. Pay any fines levied against the Work by LAWA or other entities;
4. LAWA may also deny a Progress Payment request and/or withhold money, or modify any previous Progress Payment, as necessary to protect LAWA from loss due to or affecting enforcement of:
  - a. Defective work not remedied.
  - b. Stop notices filed.
  - c. Failure of the CMAR to make payments properly to subcontractors for labor, materials, or equipment.
  - d. Failure of the CMAR to supply unconditional progress payment releases from all subcontractors and suppliers through the period covered by the LAWA's most recent progress payment.
  - e. Evidence that the Work cannot be completed for the unpaid balance of the Contract sum.
  - f. Evidence that the Work will not be completed within the Contract time.
  - g. Damage to LAWA or another contractor.
  - h. Failure to carry out the Work in accordance with the Agreement.
  - i. Failure to keep current as-built records at the Project Site as specified.
  - j. Unpaid amounts owed to LAWA for fees and charges for services or permits, assessments for damage to LAWA property, or use of LAWA facilities and services.
  - k. Failure to comply with the minimum wage rate requirements as specified.
  - l. Failure to comply with the requirements regarding Project Schedule.

- m. Errors due to any cause that may be discovered in any previous progress payment.
- n. Written request from CMAR's surety to withhold payment(s).
- o. Any violation or non-compliance with CMAR's legal responsibilities including withholds for wages adjustments in accordance with California Labor Code and any fines incurred by LAWA as a result of the CMAR's actions.

5. When, under the provisions of the Contract, LAWA charges any sum of money against the CMAR, LAWA will deduct and retain the amount of such charge from a Progress or Final Payment. If, on completion or termination of the Contract, sums due the CMAR are insufficient to pay LAWA charges against the CMAR, LAWA has the right to recover the balance from the CMAR or the CMAR's surety.

6. Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the CMAR's responsibility that have not been taken and are not reasonably expected to be taken, the Engineer may, after reasonable attempt to notify the CMAR, cause such precautions to be taken and shall charge the cost thereof against the CMAR, and may deduct such costs from amounts otherwise due the CMAR. Any such action by the Engineer shall not be construed as relieving the Contractor or its Surety of any liability.

7. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.

8. The payment of a Progress Payment or the acceptance thereof by the CMAR does not constitute acceptance of any portion of the Work, and does not reduce the CMAR's liability to replace unsatisfactory work, material, or equipment. An inadvertence or error in an approved Progress Payment request will not release the CMAR or the CMAR's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. LAWA has the right to correct any error made in any Progress Payment.

9. CMAR shall promptly pay, when due, any and all amounts payable for labor, equipment and material furnished in the performance of this Contract so as to prevent or make unnecessary the filing of any claim, lien, stop notices, or notice to withhold, as provided under and by virtue of the applicable provisions of the California Civil Code.

#### E. Scope Of Payment

1. The CMAR shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for

performing all Work under the Contract Documents in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, subject to the provisions of the General Requirements.

2. The term Fair Market Value used in this section shall mean the estimated price a reasonable purchaser would pay.

3. Unit Price Work Package

a. Payments will be made based on the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders.

b. Measurement of Quantities: All work completed under the Contract will be measured by LAWA, Authorized Representatives, using United States Customary Units of Measurements or the International System of Units.

c. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good construction practice.

4. Allowances

a. LAWA may direct the CMAR to include Allowances within the CGMP for materials and/or work. The Allowance may be used in whole, in part, or not at all as determined by LAWA.

b. The decision as to whether to proceed with an allowance is within LAWA's complete discretion. If the Engineer notifies CMAR of its intent to proceed with that scope of work, CMAR shall provide the PMT with pricing based on the full definition of the work. Upon review of the pricing, the Engineer can make a final election to proceed and negotiate a price for the allowance work, proceed on a time and materials basis, or not to proceed with the allowance work.

c. The CMAR must have LAWA's advance written approval via a task order before charging costs to an established allowance work element.

d. Actual costs will be tracked individually, at the level of detail required by LAWA for each identified allowance work element. CMAR shall maintain detailed records of costs incurred for all allowance work elements.

e. Any unused allowance funds belong to LAWA.

5. Labor Costs

a. Labor costs include actual paid wages of construction workers (including necessary overtime) incurred for the work. Wages paid must meet the minimum hourly rates established in the Contract.

b. Labor costs include wages or salaries of the CMAR's supervisory and administrative personnel when working at the Project Site on non-overhead tasks and when there is prior written approval by LAWA.

c. No CMAR Contract personnel stationed at the CMAR Contract's home or branch office shall be charged to the Cost of Work without the prior written approval of LAWA. All non-field office based CMAR Contract support personnel who will provide service and advice from time-to-time throughout the CMAR Contract will be considered to be covered by the Fee portion of the CGMP total, unless there is prior written approval by LAWA.

d. Labor costs include costs paid or incurred by the CMAR for payroll taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of Work.

e. Overtime wages paid to salaried personnel shall not be paid by LAWA.

6. Subcontractor Costs

a. Payments made by the CMAR to subcontractors and suppliers shall be in accordance with the requirements of the applicable CGMP. Payments will not be made unless the CMAR has received written concurrence from LAWA for subcontractors or CMAR (in case of self performed work) to perform the Work.

b. With respect to subcontractors (and any lower tier subcontractors), the CMAR shall provide LAWA with advance notice for any proposed subcontract Change Order, which exceeds \$25,000.00, regardless of whether or not any such commitment will affect the CGMP of this CMAR Contract. Subcontract Change Orders shall not include CMAR markups for

overhead and profit, only Fee. The aggregate subcontractor markups of all tiers shall not exceed 25%.

7. Actual Costs of Materials Equipment, Temporary Facilities and Related Items may include:

a. Actual costs, including transportation of materials and equipment incorporated or to be incorporated into the construction. LAWA has the right to confirm that costs submitted do not exceed fair market value and pay only fair market value if costs submitted are not reasonable. Unused excess materials, if any, shall be handed over to LAWA at the completion of the Work. LAWA shall not pay for unreasonable quantities of excess materials. No payment will be made for materials and equipment not incorporated in the Work, unless specifically authorized by LAWA.

b. Actual costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CMAR at the Project Site. LAWA has the right to confirm that costs submitted do not exceed fair market value and pay only fair market value if costs submitted are not reasonable. Items not fully consumed during the performance of the Work shall be returned to LAWA, unless directed otherwise.

c. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the CMAR at the Project Site, whether rented from the CMAR or others, and costs of transportation. Installation, minor repairs and replacements, dismantling and removal thereof. Provisions regarding rental of the CMAR's equipment or equipment rented from third parties are as outlined in the following paragraphs:

- (1) Proposed rental rates and related fair market values for CMAR owned (affiliate owned, subsidiary owned or related party owned) equipment with a rental rate of more than \$1,000.00 (total) over the estimated term of the rental and/or rental period over 12 months shall not exceed 80% of the Rental Blue Book, and shall be submitted to and approved in advance and in writing by LAWA. LAWA may request that this rental approval request include the current hours or mileage reading from the equipment, the projected usage of each piece of equipment and purchase price of that equipment new.

With this information, the CMAR may also be requested to perform a lease versus purchase analysis before a decision is made by LAWA. The rental rates are subject to audit and adjustment by LAWA.

- (2) Rental charges for equipment which is not owned by CMAR or any of its affiliates, subsidiaries, or other related parties and is rented from third parties for use in proper completion of the Work, will be reimbursed at actual costs as long as rental rates do not exceed those prevailing the Los Angeles area. For equipment with a rental rate of more than \$1,000.00 (total) over the estimated term of the rental and/or over 12 months, the CMAR may be requested to provide documentation (a lease vs. purchase analysis) to justify the reason for renting the equipment rather than purchasing it. Any lease/purchase arrangements must have advance concurrence from LAWA before entering into such an arrangement and/or charging lease/purchase rental charges as a reimbursable job cost.
- (3) All costs incurred for minor maintenance and repairs shall be reimbursed at actual costs. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and the cost of such repairs shall not be reimbursable under the Agreement.
- (4) Rental equipment shall be paid for on an hourly, daily, weekly, monthly, or standby rate (or some combination) whichever arrangement is in LAWA's best interest.

d. All losses resulting from lost, damaged or stolen tools and equipment (including rental equipment) shall be the sole responsibility of the CMAR, and the cost of such losses shall not be reimbursable under the Contract.

e. The CMAR shall maintain a detailed inventory for all equipment worth \$1,000.00 or more when put into service on this Contract. This inventory shall be submitted to LAWA upon request. For each non-rental piece of equipment, the inventory should contain: original purchase price or acquisition cost, acquisition date, mileage or hour reading at acquisition and disposition, and final disposition. At the completion of the CMAR Contract, the CMAR shall transfer possession of any remaining job-owned equipment to LAWA. Or, at LAWA's

option, the CMAR may keep any such equipment for an appropriate credit to job cost, which will be mutually agreed to by LAWA and the CMAR.

f. Normal and reasonable costs associated with setting up and running a Work site office, if such an office is not provided by LAWA.

g. Reasonable travel and subsistence expenses of CMAR personnel incurred while traveling on Work-related duties. No travel expenses will be reimbursed to CMAR's representatives unless CMAR Contract related travel required them to travel to a destination more than 100 miles from the Project site. Any travel involving airfare requires advance approval from LAWA. Travel expenses shall not exceed LAWA travel policies.

8. Miscellaneous Reimbursable Costs may include:

a. That portion directly attributable to this CMAR Contract of premiums for required insurance and bonds. All premiums for any insurance and bonds required by the CMAR Contract shall reflect the net actual costs to the CMAR after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.

b. Sales or similar taxes imposed by a governmental authority, which are related to the Work and the CMAR's Responsibility.

c. Fees and assessments for permits, licenses and inspections which the CMAR is required to pay according to the Contract.

d. Fees for testing laboratories for tests required by the Contract to be performed by or on behalf of the CMAR.

e. Other necessary and reasonable costs incurred in the performance of the Work if and only to the extent CMAR has obtained prior written approval from LAWA.

f. Cash discounts obtained on payments made by the CMAR shall accrue to LAWA and shall be credited as a deduction from the Cost of the Work.

9. Costs Not To Be Reimbursed

a. The Cost of the Work does not include (and is not limited to) the following:

- (1) CMAR's capital expenses, including interest on the CMAR's capital employed for the Work.
- (2) Except as noted previously, costs due to the fault or negligence of the CMAR, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming work, disposal and replacement of materials and equipment incorrectly ordered or supplied and making good damage to property not forming part of the Work.
- (3) Any liquidated damages, fines, judgments or similar expenses incurred by the CMAR.
- (4) Any cost which is not specifically described in this Article unless otherwise approved in writing by LAWA in advance.

F. Payment Of The Construction Manager At Risk's Fee

The CMAR's Fee shall be included in each Application for Payment in an amount equal to the percentage, as proposed by the CMAR and included in the Contract, of the sum of the Cost of the Work including the General Conditions Costs submitted in the Application for Payment.

G. Contingency Fund

1. A CMAR contingency amount may be included as a specified amount in the CGMP. It is further understood and agreed that such contingency funds are to be used for costs to complete work considered to be within the original scope of work, including issued change orders, but which exceed the established estimated costs. Use of contingency funds is for work which could have been reasonably anticipated based upon the information available at the time the cost estimate was established. Use of contingency funds is for following:

- a. Those items that were included in the proposal drawings and specifications that CMAR missed in proposing the CGMP.
- b. Those items that were included in the proposal drawings and specifications that the CMAR under-priced in proposing the CGMP.
- c. Schedule acceleration as required to meet contract milestones, or as deemed necessary by the CMAR to improve the project schedule when required.

d. Increased general conditions or general requirements costs. This may include items such as additional temporary fence moves, increased costs for temporary protection of installed work, increased costs for winter weather protection, increased staffing for general conditions, etc.

e. To cover higher costs for replacing a subcontractor which are not covered by subcontractor default insurance or surety.

2. Although there are no line item guarantees, all contingency fund charges must have LAWA's advance written approval before being transferred to a line item. All remaining funds in the CMAR's Contingency upon completion shall revert to LAWA.

#### H. Retention

1. Ten percent (10%) of each progress payment will be retained during the Construction Phase until the Work described in a CGMP has been completed and accepted by LAWA per the Contract Documents. No retention will be held on labor and services provided by Pre-Construction Phase Task Orders. After fifty percent (50%) of the Work has been completed, including approved change orders, the CMAR may request a reduction in the withholding of retention. LAWA will review the progress to date and the remaining work. If it appears that the work will be successfully completed and is progressing on schedule, LAWA may at its sole discretion reduce the retention on subsequent work. Thereafter, LAWA may, at its complete discretion and in a fashion which protects the interests of LAWA, increase the retention, but in no event to more than a 10% retention.

2. Early Release of Retention: The CMAR may request early release of retention for subcontractors who have fully completed their work on a CGMP Work Package. After a subcontractor completes its entire Scope of Work for an individual CGMP and fulfills all of its obligations as set forth in the Contract Documents, and upon the CMAR providing the Engineer the necessary lien waivers and waives of all claims rights relative to said Subcontractor's Work, the CMAR may submit a written request for release of retention for said subcontractor. The Contractor shall also provide written confirmation and certify that its subcontractor has successfully completed their work under its subcontract for the specific CGMP. The Engineer will review such requests for release of retention and verify completion of all punchlist work attributed to said subcontractor. After review and approval of the written request for release of retention by the Engineer, the CMAR may include in its regular monthly billing the amount of retention to be released. The Engineer shall hold all retention other than the Early Released Retention until final payment is made in accordance with the Contract Document.

3. In no event may the combination of early releases of retention and retention reduction allow the total retention at any time to be less than 5% of the total amount paid to CMAR.

4. Substitution Of Securities

a. At the request and expense of the CMAR, in accordance with California Public Contract Code Section 22300, in lieu of LAWA withholding the ten percent (10%) retention, the CMAR may: 1) substitute a deposit of securities at least equivalent to the retention to be paid, or 2) request LAWA pay retention directly to an escrow agent.

b. If the CMAR requests that retention be paid into an escrow account, the CMAR and LAWA shall enter into an escrow agreement in the exact form set forth in Public Contract Code Section 22300. All forms or correspondence pertaining to Security Deposit in Lieu of Withhold shall be addressed to LAWA for review by the City Attorney.

5. Earnest Deposit

a. 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 CMAR, 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.

I. Final Payment

1. Subsequent to Field Acceptance as detailed in the Contract Documents, the CMAR 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 CMAR, the CMAR shall submit to LAWA a written approval of said request or a written statement of exceptions. The CMAR'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 CMAR or the CMAR'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 CMAR. If the CMAR 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 CMAR.

4. If no liens, stop notices, or claims have been filed against the CMAR after thirty-five (35) days from the filing of Notice of Completion, LAWA will approve for payment 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 CMAR Contract and in compliance with the Scope of Work of the CMAR Contract, LAWA will issue Final Acceptance.

6. The Final Payment shall not become due until the CMAR 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 Substantial Completion of the Work of the Contract (as approved by LAWA), Final Completion thereof is materially delayed by a force majeure or by the issuance of Change Orders affecting Contract Completion, LAWA may, at its option, upon application by the CMAR 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 General Requirements, and if bonds have been furnished as required by the Contract, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed shall be submitted by the CMAR to LAWA prior to certification of such payment. Such payment shall be made for the balance due under the terms and conditions

covering Final Payment, except that it shall not constitute a waiver of claims.

d. The acceptance of Final Payment shall constitute a waiver of all claims by the CMAR except those previously made in writing and identified by the CMAR as unsettled at the time of the Final Application for Payment.

e. Notwithstanding any other provision contained herein or in the Contract, neither Substantial Completion nor Final Acceptance and Final Payment shall occur until final and complete written approval of the Work has been obtained from the City's Building Inspector and the City's Fire Marshal, unless such approval is being withheld for items not related to the CMAR's Work.

f. The savings between the Aggregate Guaranteed Maximum Price and the final Cost of Work will revert to LAWA.

J. Final Payment To Terminate Liability Of LAWA

Payment and CMAR's acceptance of the final amount due under the Contract shall release LAWA, and LAWA's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of work performed under the Agreement. Tender of this payment shall constitute rejection by LAWA of any unresolved claim of the CMAR not specifically excepted in writing by the CMAR.

K. Schedule Of Values

1. The subcontractor lump sum work will be paid pursuant to a Schedule of Values. The Schedule of Values will be built upon a Work Breakdown Structure (WBS) approved by LAWA. The Work also includes the preparing and submitting of updated copies of the Schedule if the Schedule is affected by change orders.

2. This Schedule shall be consistent with the cost-loaded schedule required by the Contract Documents.

3. The Schedule of Material Stored, if required, is a detailed cost breakdown for materials which will be temporarily stored prior to their being installed, and for which the CMAR seeks partial payments.

4. The CMAR shall identify items in the Schedule of Values and Schedule of Material Stored with the Specification Section numbers, Specification Section title, and the bid item number used for the Schedule of Prices and Quantities.

5. The CMAR shall, upon request by the Engineer, support values given with data which will substantiate the correctness of the values.

6. Breakdown of the items used in the Schedule of Values shall include the following:

- a. Delivery cost of product with taxes paid.
- b. Total installation cost, with overhead and profit.
- c. Breakdown costs of the lump sum with a list of products and major operations, by trade, for which the CMAR seeks to receive progress payments for that bid Item.

7. The Schedule of Stored Material

a. The CMAR shall submit with the Schedule Of stored materials an indication of whether products will be stored on or off the Project site. The Schedule Of stored materials shall show quantities and types of products which will be stored.

b. The cost of Stored material is the net cost of the product, the cost of delivery and unloading at the storage site, the cost of sales taxes and all discounts.

c. Any off-site storage of material is to be stored within a 50 mile radius of the Work site. No payments will be made for items stored greater than 50 miles from the Project site.

8. Review and Resubmittal

If review by the PMT indicates that changes to the Schedule of Values are required, the CMAR shall revise and resubmit said schedule.

L. Payment Approval

Where prior written approval by CMAR is required as a condition of the payment of costs by this Contract, CMAR must submit a written description of the reason for the costs, the number of man hours (if any) and the hourly rate, an estimate of the non-labor costs, plus a bid supporting the non-labor costs exceeding \$100 for an individual item (e.g. airfare, special tools, etc.), along with an identification of the source of funds to be used or a change order request.

## **01 31 00 Project Management and 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. When separate prime contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Other Contractor" shall mean the other prime Contractor(s) or provider(s) who execute separate agreement(s) to perform construction.

3. LAWA shall provide directly for coordination of the activities and schedule of the "Other Contractor's" own forces with the Work of the CMAR, who shall cooperate with "Other Contractor's", provide concurrent coordinated site access, and coordinate right-of-way paths for the Work.

4. CMAR 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 CMAR 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 the Engineer), 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 CMAR 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 CMAR, "Other Contractors, and LAWA until subsequently revised and approved, unless LAWA in its discretion directs otherwise.

5. The CMAR 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 CMAR'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 CMAR and “Other Contractors”.

6. If any part of the CMAR'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 CMAR 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 CMAR 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 CMAR to properly perform the Work. Failure by the CMAR to promptly report such discrepancies or defects shall constitute acceptance of the other work as fit, proper and ready for integration with the CMAR's Work, except for latent defects.

## B. Coordination

1. The CMAR 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 CMAR 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 CMAR 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 CMAR 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 CMAR’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 CMAR 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 CMAR 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 CMAR forty-eight (48) hours advance notice and, if time is available, attempt to make necessary arrangements with the CMAR to facilitate the tour and mitigate disruptions to the CMAR's operations.
6. The CMAR 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 CMAR 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 CMAR shall cooperate with “Other Contractors” and persons in all matters requiring common effort. Prior to entering the site the CMAR 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 the PMT and the CMAR is essential to the satisfactory completion of the Work. Communications between the CMAR and the PMT shall be in accordance with the provisions of the Contract Documents.

2. LAWA Communications with the CMAR - PMT will transmit, directly or through others, written instructions, responses or other communications to the CMAR's Project Manager or other persons identified in writing by the CMAR to receive such communications. The CMAR shall, by a letter to PMT, designate (by name) one or more staff 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 designee shall be authorized to act immediately on orders or instructions issued by LAWA. If LAWA finds it necessary to communicate with the CMAR Personnel authorized to receive such communications and none are available to receive such communications, the Engineer may suspend all of the CMAR's operations at that Work site until such communications can be accomplished.

3. The CMAR 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 CMAR 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 CMAR's Project Manager or the Project Manager's designee. Additional requirements regarding submittals are set forth in the Contract Documents. To facilitate timely communication e-mail should be utilized, on condition that the e-mail is documented in writing and hand delivered or sent by U.S. Mail to the e-mail addressee within one (1) day of the e-mails initiation.

5. LAWA expects and the CMAR agrees that the Project Manager is in full charge of all CMAR activity on the Project unless the CMAR 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 CMAR shall make arrangements for meetings and prepare agenda with copies for participants. For meetings between LAWA and the CMAR, 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 Work specified in the Contract Documents requires the CMAR to attend certain regularly scheduled meetings. These meetings include, but are not limited to Monthly LAWA Team Meeting, Weekly Project Team Meetings, Public Information Meetings, weekly project coordination meetings with “Other Contractors”, weekly design meetings, and weekly operational interface meetings. There will also be separate schedule status meetings which require the presence of the CMAR.

4. The CMAR shall be advised of and shall attend other Contract meetings as deemed necessary by LAWA.

**01 32 00 Construction Progress Documentation**

**ARTICLE - 01 32 13 Scheduling of Work**

A. General

1. The CMAR shall develop an initial Preliminary Schedule reflecting the Pre-Construction Activities for the first one hundred twenty (120) calendars after LAWA issuance of Notice to Proceed with the Pre-Construction Phase of work.

2. The CMAR shall develop a Preliminary Construction Schedule reflecting all Pre-Construction and Construction activities through completion of the Project, for inclusion in the Pre-Construction Phase Evaluation Report.

3. The CMAR shall develop a Master Baseline Schedule all Pre-Construction Phase and Construction Phase activities throughout the entire Project. The Master Baseline Schedule shall include the CMAR's Pre-Construction Phase Evaluation Report, Permitting Plan, Construction Work Plan, Procurement Process, Component Construction durations, project milestones and other activities required to complete the Project.

4. Once the Master Baseline Schedule is approved by LAWA, the CMAR will provide monthly updates to the Master Baseline Schedule.

5. The CMAR shall incorporate construction details and cost information into the Master Baseline Schedule update once the Component Guaranteed Maximum Price (CGMP) and associated Work Packages are approved by LAWA.

6. The CMAR shall use the latest version of Primavera P6® software, and a hardware system. Access to the P6® will be through a project Citrix Server. This shall be referred to as the Scheduling System. The system shall be capable of handling, processing, printing, and plotting data to satisfy all requirements of these Contract Documents. The CMAR shall maintain the Scheduling System, the schedule, and the scheduling staff on Site or at a location approved by LAWA.

B. Preliminary Schedule

1. Senior Construction Scheduler

a. CMAR is required to employ, or to retain the services of, a Senior Construction Scheduler - an individual who is part of the CMAR's management staff and dedicated to developing of the Preliminary Schedule as well as the development and Maintenance of the Master Baseline Schedule.

b. The CMAR shall submit the Senior Construction Scheduler's background data to LAWA within five (5) Days after LAWA's execution of the CMAR Contract. 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 P6® on projects of the same or similar size and nature as this Project. The CMAR shall provide documentation to verify the qualifications and experience of the CMAR's Senior Construction Scheduler as well as other members of the CMAR's scheduling staff. The CMAR shall provide references of not less than five (5) previous projects on which the CMAR's Senior Construction Scheduler has utilized CPM scheduling.

c. The Senior Construction Scheduler is required to attend all meetings pertaining to scheduling and progress of the Work, including weekly job meetings.

d. If the Senior Construction Scheduler leaves the employ of the CMAR, the CMAR 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 CMAR's Senior Construction Scheduler.

e. LAWA reserves the right to disapprove any candidate or Scheduling System proposed for the Project. The Engineer reserves the right to remove any member of the CMAR scheduling staff that is, in the Engineer's opinion, not performing scheduling work in accordance with the scheduling requirements.

C. Pre-Construction Scheduling Conference.

1. LAWA will schedule and conduct a Pre-Construction Scheduling Conference with the CMAR's PMT, General Superintendent, and Senior Construction Scheduler within fifteen (15) Days after the Execution of the CMAR Contract.

2. The intent of this meeting will be to commence development of the required Preliminary Schedule and Master Baseline Schedule. At this meeting, the requirements of this Section will be reviewed.

3. The CMAR 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 CMAR 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. Preliminary Schedule Development and Approval

1. Within fourteen (14) Days after the Pre-Construction Scheduling Conference, the CMAR shall submit to LAWA the initial Preliminary Schedule for the first one hundred twenty (120) Days of work after the Notice to Proceed with the Pre-construction Phase, as well as a general approach for the remainder of the Work.

2. Within 45 days after NTP the CMAR shall submit to LAWA the Preliminary Construction Schedule for all activities through completion of the Project. When approved by LAWA, the Preliminary Construction Schedule will incorporate the initial Preliminary Schedule. The Preliminary Construction Schedule shall show the sequence and interdependence of activities required for complete performance of the Work, beginning with the date of the Notice to Proceed, procurement and execution of Work Packages, and concluding with the Contract Completion Date shown in the Contract Documents.

3. The Preliminary Schedule shall incorporate all required Preconstruction Phase work that is required or anticipated to occur during the specified period. It shall include not only required CMAR work activities but also other anticipated LAWA, Designer and third party review periods.

4. The CMAR and its Senior Construction Scheduler shall meet within seven (7) Days after submittal of the Preliminary Construction Schedule to review and make any necessary adjustments or revisions.

5. The CMAR shall submit the revised Preliminary Construction Schedule within five (5) Days after receiving comments. The Preliminary Construction Schedule, when revised, will represent the CMAR's planned means, methods, and sequences for performance of the required Work for completion of the Project.

6. LAWA shall approve or disapprove, in writing, the CMAR's submission within fourteen (14) Days after receipt of the revised Preliminary Schedule. Once approved, the Preliminary Construction Schedule will be used for monitoring and evaluating the first 120 Days of work until the Master Baseline Schedule is approved.

E. Master Baseline Schedule

1. Seven (7) Days after approval of the Preliminary Construction Schedule, LAWA shall meet with the CMAR and its Senior Construction Scheduler to receive an update on the progress in the development of the Master Baseline Schedule.

2. The CMAR shall prepare and submit to LAWA the Master Baseline Schedule within fourteen (14) Days after approval of the Preliminary Schedule. The Master Baseline Schedule shall layout the plan and required timeframe to procure all Component Work Packages and the construction duration.

3. 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 Notice to Proceed and concluding with the Contract Completion Date shown in the Contract Documents. The schedule shall reflect the CMAR's true plans for progressing and performing the work. The CMAR shall be responsible for the means, methods, and duration and certifies that the schedule duration and contract period is achievable and CMAR estimate/bid is based upon sequences shown in the schedule.

4. 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

5. The Master Baseline Schedule shall incorporate and include:

- a. CMAR's Pre-Construction Phase work and procurement approach including the Evaluation Report, Construction Work Plan, Permitting Plan, Work Package Procurement and other Pre-Construction activities.
- b. Appropriate administrative activities and review periods (including LAWA, Designer and 3<sup>rd</sup> Parties) for all and phases and components of work.
- c. Required WBS Activity, Coding and Resource Structure
- d. Procurement Process for each CGMP Work Package and associated construction duration. The initial construct activities and details for each CGMP Work Package may be set up a rollup activity as approved by LAWA until such time as sufficient design plans are developed and/or CGMP approved to allow for detailed construction scheduling and activity coding.
- e. Project Milestones dates and overall construction activities and Project completion dates.
- f. Project Budget information for CGMP and overall Project

6. LAWA will review and make comments on the Baseline Construction Schedule. Meetings will be held between LAWA, the CMAR, 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 CMAR 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.

#### F. General Scheduling Requirements

1. 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.

2. The Master Baseline Schedule shall include time-scaled network diagrams, as well as computer tabulations. It shall be constructed to show the order in which the CMAR 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 CMAR 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).

3. The network diagram shall be prepared on (E) size sheets (twenty-eight [28] inches by forty [40] inches), shall have a title block in the lower right-hand corner, and a timeline on each page. Exceptions to the size of the network sheets and the use of computer graphics to generate the networks shall be subject to the approval of LAWA. All networks shall be drafted time scaled to show a continuous flow of information from left to right. The primary path(s) of criticality shall be clearly and graphically identified on the network(s).

4. LAWA shall approve or disapprove, in writing, the CMAR's Master Baseline Schedule within twenty one (21) Days after receipt of all required information. If disapproved, the CMAR shall make necessary modification to the Master Baseline Schedule and resubmit to LAWA within 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, changes, and delays.

5. The construction durations in the Master Baseline Schedule shall take into consideration potential construction delays due to weather.

The five 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.

| MONTH    | AVERAGE NUMBER OF RAIN DAYS |
|----------|-----------------------------|
| January  | 5                           |
| February | 5                           |
| March    | 5                           |
| April    | 2                           |
| May      | 1                           |
| June     | 0                           |

|           |   |
|-----------|---|
| July      | 0 |
| August    | 0 |
| September | 1 |
| October   | 1 |
| November  | 2 |
| December  | 3 |

Other adverse weather conditions, such as fog, may require a stoppage of certain construction activities, such as crane operations, due to air space restrictions. On average, these types of adverse weather conditions occur thirty-six (36) days per year inclusive of the twenty-five (25) previously mentioned rain days. No delays for adverse weather will be allowed unless they exceed the thirty-six (36) days indicated above.

G. Master Baseline Schedule Updates

1. The CMAR shall submit five (5) Days before the end of each month throughout the duration of the project, a Monthly update to the Master Baseline Schedule to LAWA for review and approval.
2. The CMAR monthly schedule update shall be accompanied by a letter of transmittal, stating any changes and any variances from the approved Master Baseline Schedule or requirements of the Contract Documents.
3. No change to the approved Master Baseline Schedule shall be made without the prior written approval of LAWA. If the CMAR desires to make a change to the approved Master Baseline Schedule, the CMAR 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.
4. The Master Baseline Schedule shall be updated and submitted for review and approval to reflect detailed construction activities and associated cost for each CMGP Work Package approved by the Board. The detailed breakdown of construction schedule activities and cost loading of the CMGP construction activities may include:
  - a. Type of Work to be performed, the sequences, and the labor trades involved and approved WBS.

- b. All purchase, submittal, submittal review, manufacturing, test, delivery, and installation activities for all major materials and equipment, and a separate list of all major material items or items of equipment for which the CMAR intends to seek payment prior to installation.
- c. Preparation, submittal, and approval of shop and/or working drawings, and material samples showing a thirty (30) Day minimum time specified for LAWA's review of all submittals, or longer as identified in the Contract.
- d. Approvals required by regulatory agencies or other third parties, including FAA review of Form 7460-1, if required.
- e. Resource loading for cost, labor, material, and equipment. Include craft man-hours that add up to the total number of man-hours in the CMAR's estimate, quantities of materials that reconcile with the schedule of work and prices, and equipment hours and type.
- f. All start up, testing, training, and assistance required under the Contract.
- g. Punch list and final cleanup.
- h. Identification of any labor, material, or equipment restrictions, as well as any activity requiring unusual shift Work.
- i. The activities included in the Construction Schedule shall be analyzed in detail to determine activity time durations in units of days. Durations shall be based on the labor (crafts), equipment, and materials required to perform each activity on a normal workday basis. No activity shall have a duration over thirty (30 Days) except non-construction activities such as submittals, submittal reviews, procurement and delivery of materials or equipment, and concrete curing.
- j. All construction activities shall be shown in their resource-loaded state to reflect cost, labor, materials and equipment. All durations shall be the result of definitive labor and resource planning by the CMAR to perform the Work according to the Contract Documents.

5. The CMAR shall submit a Schedule Narrative Report with each Monthly Update identifying descriptions of any changes to the schedule logic, problem areas, changes to cost, current or anticipated delays and associated causes and other pertinent scheduling information.

## **01 35 00 Special Procedures**

### **ARTICLE - 01 35 23 LAWA's Safety Requirements**

#### **A. Operational Safety On The Airport**

1. The CMAR shall conduct all operations in a manner that will not interfere with aircraft traffic or normal operation of the airport. The CMAR shall furnish flaggers, escorts and Foreign Object Debris (FOD) control (sweepers) to regulate the movements of vehicles and equipment when it is necessary and allowable for a vehicle or piece of equipment to cross an active taxiway, or when working within 200 feet of an active taxiway or 250 feet of an active runway. When crossing a NAVAID critical area, workers and equipment shall heed the hold instructions of the on-site flagger, who will be in communication with the LAWA Inspection or Operations staff, until cleared to proceed. No crossings of active runways will be allowed. Aircraft shall always have the right of way.

2. In all operations, the CMAR shall be governed by the regulations and rules of LAWA and FAA. The CMAR shall cooperate fully with the Engineer and Airport Management. The CMAR 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, including Appendix 1, Special Safety Requirements During Construction. Should there be a conflict in the requirements between the FAA Advisory Circular and the requirements in the Contract Documents, the most restrictive requirement shall govern.

3. In the case of conflict between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern.

4. Conflicts shall be brought to the attention of the Engineer or the Engineer's Authorized Representative. The Engineer reserves the right to issue a final determination for conflicts.

#### **B. Safety Requirements**

1. 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 CMAR 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 CMAR is familiar with general Airport operations and has considered them in arriving at bid prices and in scheduling various activities.

2. 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 contractors, and others directly or indirectly affected by the Project. The CMAR shall consider these objectives when formulating schedules and operational activities. The CMAR shall be responsible for controlling all aspects of the work and for complying with the requirements of this section as listed below:

- a. Keep the airport operational for all users.
- b. Minimize delays to aircraft operations.
- c. Maximize safety of aircraft movement and airport operations as a whole.
- d. Minimize delays to construction operations.
- e. Minimize airport operation and construction activity conflicts.
- f. These requirements are considered a minimum. Detailed Construction Safety and Phasing Plans may be included in the individual CGMP Work Packages.

C. Requirements and Regulations Relating to the Operation of Motor Vehicles

1. General

- a. During the term of this Contract, the CMAR 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. General:

- (1) 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. Lights and safe-driving precautions 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.

- (2) 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.
- (3) 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.
- (4) 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 such operation 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.

b. Operation of Vehicles within the AOA:

- (1) All motor vehicles that enter the AOA shall possess exhaust systems which are protected with screens, mufflers, or other devices adequate to prevent the escape of sparks or the propagation of flame.
- (2) All vehicles (powered and non-powered) within the AOA shall be equipped with reflectors or lights on both front and rear ends and on both sides.
- (3) All CMAR vehicles shall be equipped with operable yellow flashing beacons, which beacons must be lighted during all periods of vehicle operation and while the vehicle is on the AOA.
- (4) No person shall operate any motor vehicle or motorized equipment in the AOA of the Airport unless such motor vehicle or motorized equipment is in a safe and mechanically reliable condition for such operation.
- (5) Any person operating equipment in the Air Operations Area shall, in addition to this section, abide by all

existing Federal Aviation Administration and other governmental rules and regulations.

- (6) No person shall operate any motor vehicle or motorized equipment on the aircraft movement or non-movement areas of the Airport at a speed in excess of 20 miles per hour, or the posted speed limit, whichever is lower, less where conditions warrant, unless specified otherwise elsewhere. Designated motor vehicle drive lanes shall be utilized where provided unless specific authorization to the contrary is given by the Engineer.
- (7) No person operating a motor vehicle or motorized equipment in the AOA shall in any way hinder, stop, slow, or otherwise interfere with the operation of any aircraft in the Airport.
- (8) All aircraft and emergency vehicles have priority over CMAR vehicles. CMAR vehicles shall yield right of-way to aircraft and emergency vehicles. CMAR shall ensure that under no circumstances will CMAR or any subcontractor vehicle associated with the project pass beneath any part of an aircraft or loading bridge, or block the access to any parking gate or delay any aircraft movement.
- (9) Vehicles shall remain within established drive lanes. It is prohibited to use runways or taxiways or adjacent field areas unless specifically indicated on the Drawings. It is emphasized that the contractor's authority to operate does not extend to active aircraft movement area. The CMAR shall operate along established haul routes with prior approval of the Engineer.
- (10) CMAR vehicles shall not deviate from approved haul routes specified on the Drawings. No crossover between construction sites is allowed. To move from one construction site to another, vehicles must exit the AOA via the approved haul route and access point and re-enter through the approved access gate and haul route for the next construction site.
- (11) Escorts: At all times during work within 250 feet of the centerline of an operating runway or 200 feet of the centerline of an operating taxiway, or when entering or crossing an active movement area, vehicles shall be accompanied by an approved radio-equipped escort car.

- (12) When construction vehicles, other than those routinely used in the aircraft movement area and runway approach area, are required to travel over any portion of that area, they shall be escorted by an approved escort vehicle.

c. Parking

- (1) No parking is permitted on any Airport roadway as the primary purpose of the Airport roadways is for motor vehicle traffic
- (2) No person shall park any motor vehicle, other equipment, or leave materials in the AOA of the Airport, except in a neat and orderly manner and at such locations as prescribed by the Contract Documents.
- (3) No person shall park any motor vehicle or other equipment or leave materials in the AOA of the Airport within 15 feet of any fire hydrant or standpipe.
- (4) Parking of construction workers' private vehicles shall also be in a public or private parking facility outside the AOA. Under no circumstances will vehicles or equipment be parked within 10 feet of the Airport Perimeter Security fence line.

d. Vehicle Identification

- (1) All vehicles operating within the AOA must display signs of commercial design on both sides of the vehicle which identify the vehicle as belonging to the CMAR firm.
- (2) Vehicles that appear at access gates without signs on both sides of the vehicle will be denied access. Vehicles found to be missing signs within the AOA will be escorted off the jobsite and not be permitted to re-enter until signs have been installed.
- (3) All CMAR vehicles must be equipped with 3 foot by 3 foot flags having a checkered pattern of International orange and white squares at least 1 foot on each side. For fabric color specifications, see FAA AC 150/5370 5C, Appendix D. Attach flags on top of vehicles with a rigid pole so that the flags will be visible at all times. Vehicles without flags will not be permitted to enter the AOA.

e. Load Limits

- (1) When using airport roadways, the CMAR shall restrict the gross combination weight to 60,000 pounds (75% of the road weight limit of 80,000 pounds), with a single-axle maximum weight of 20,000 pounds, and a tandem axle weight maximum of 32,000 pounds. The vehicle weights are subject to verification by the Engineer.

D. 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 CMAR 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 CMAR 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 CMAR's sole responsibility.
3. Drivers designated to operate vehicles in the AOA shall receive special driver's training and be approved by LAWA 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 driver's training course. Drivers designated to operate vehicles in the AOA must receive special driver's training and be approved by LAWA as a condition of 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 driver's training course.

E. CMAR's Safety Personnel Requirements and Responsibilities

1. CMAR's Safety Staffing Requirements:
  - a. One full-time Safety Manager with 10 years of building construction experience in Safety.
  - b. The approved safety staff will report to the CMAR's Project Safety Manager and will have no other duties but Safety on the Project.
  - c. The CMAR will submit the resumes of the Safety Professionals to the PMT for review and comment.
  - d. The CMAR will submit a Site Specific Safety Plan.

- e. Construction cannot start until the CMAR's Site Specific Safety Plan and the CMAR's Safety Personnel are accepted and on site.
- f. The CMAR will comply with the OCIP Safety Standards.
- g. All Subcontractor safety representatives report to the CMAR's Safety Manager and/or Safety Superintendent.
- h. All CMAR safety representatives will be fluent 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. The PSM will perform 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 PMT and field personnel on safety matters, as requested.

b. Construction Manager Consultant: The Construction Manager Consultant is responsible for the day-to-day routine management of the OCIP Safety Standards as applied to the Project construction for the Project Management Team. The Construction Manager Consultant will observe the CMAR's application of the safety and accident prevention procedures for all activities and personnel working at the construction sites, including the LAWA personnel and/or LAWA authorized representative, Consultant, Sub-contractors, visitors, and equipment suppliers. The Construction Manager Consultant on the project has the responsibility to perform the following:

- (1) Stop any construction activity or task which, in his judgment, constitutes an immediate or evolving situation of imminent danger.
- (2) Remove of any construction personnel from the job site for cause.

- (3) Review applicable contract documents for safety related compliance and issues.
- (4) Review CMAR's safety plans and programs, descriptions of the hazards peculiar to their work, and their nominees for the CMAR's Safety Manager and CMAR's Safety Superintendant positions.
- (5) Lead and participate in meetings with bidders and contractors (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, Consultants, and CMAR 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 CMAR provides effective safety enforcement on the project.
- (8) Stop any construction activity which, in the Construction Manager Consultant's judgment, constitutes an immediate threat of imminent danger.
- (9) Stop any construction activity which, in the Construction Manager Consultant's or his/her Inspectors judgment, constitutes an immediate threat of imminent danger.
- (10) Report directly, or assign another person to report, any unsafe working condition to the CMAR.
- (11) Take action to notify when unsafe working conditions are detected (i.e., lack of good housekeeping practices, use of equipment in obviously poor condition, failure to adhere to statutory construction regulations, etc.)
- (12) First-time infringements should be corrected by prompt referral of the incident to the CMAR's Safety Manager, or CMAR's Safety Superintendent, or if neither person is present, to the CMAR's Construction Manager.
- (13) Immediately notify the CMAR in writing of noncompliance with any of the safety requirements. This includes 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 OCIP Safety Standards and applicable safety standards as stated in this specification.

- (14) Maintain written documentation of communications with the CMAR's Safety Manager and/or Safety Superintendent concerning accident prevention in the program document control files, to preclude any misunderstandings even though it is recognized that many potential hazards will be corrected by oral communication.
- (15) Receive and review copies of the CMAR's Daily Reports, Equipment Maintenance Log, Accident Report Forms, and other forms as they apply. These reports are to be continually monitored to ensure that the CMAR takes prompt action to correct all safety deficiencies.
- (16) Enforce the requirements of the contract.

c. THE CMAR IS SOLELY RESPONSIBLE FOR ACCIDENT PREVENTION AND JOB SITE SAFETY. This responsibility can not be delegated to subcontractors, suppliers, LAWA, or other persons. In compliance with these provisions, the CMAR shall perform the following:

- (1) The CMAR will submit in writing at the pre-construction meeting a CMAR's Site Specific Safety Plan in compliance with the OCIP Safety Standards to the Project Management Team. The CMAR's Site Specific Safety Plan must comply with OCIP safety requirements before the Project Management Team will accept the document. Delay in submitting a written CMAR Site Specific Safety Plan will not constitute grounds for a contract schedule extension or delay claim. Work may not begin until the Site Specific Safety Plan and personnel are accepted and in place.
- (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 compliance with CAL OSHA, (Part 1910 and 1926 of the Code of Federal Regulations), FAA and Airport

regulations as set forth in the OCIP Safety Standards and other laws, regulations and applicable safety standards as stated in this specification.

- (4) Appoint a Safety staff to support the CMAR Safety Manager and perform safety inspection and training services under the direction of the CMAR's Construction Manager. The Safety Representatives may not be removed from the job by the CMAR without prior written notification from the Project Management Team.
- (5) Submit a resume of the experience and qualifications for the proposed Contractor's Safety Manager and Safety Staff to the Project Management Team for review and approval, and a personal interview may be required. Only qualified personnel will be approved as the CMAR's Safety Manager and Safety Staff.
- (6) Maintain an orientation program for new employees including subcontractor employees which will include as a minimum a review of (a) hazards present in the area in which they will be working and (b) the personal protective equipment and apparel workers will be required to use or wear as specified under OSHA or CAL OSHA.
- (7) Hold safety meetings on a weekly basis, to be attended by CMAR and subcontractor employees. Documentation of topics discussed and attendees shall be maintained and copies forwarded to the PMT.

d. CMAR's Compliance Manager: This person will ensure compliance with all provisions of the Contract Documents, including the OCIP Safety Standards, OSHA, CAL OSHA, and other agency and industry safety requirements and standards. Additional safety related duties of the Construction Manager include:

- (1) Review and direct immediate action to correct all substandard safety conditions brought to its attention.
- (2) Comply with the OCIP Safety Standards as they may be amended.
- (3) All approved CMAR safety professionals report to the CMAR's Safety Manager who reports to the Construction Manager.

- (4) Responsibility for providing the Project Management Team with support in carrying out the duties and responsibilities of that position.
- (5) Take 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) Cooperate with Project Management Team and/or LAWA's Authorized Representatives, Consultants, and Safety Representatives of the Insurance Administrators or the Insurers.
- (7) Provide the Project Management Team copies of all OSHA and CAL OSHA Citations. Call for job site stand down to direct corrective action on recordable injuries, near misses and serious violations.

e. CMAR's Safety Manager (CSM), Safety Superintendent (CSS) and Safety staff: The CMAR's Safety Manager, Safety Superintendent and Safety staff will perform daily safety inspections of the CMAR's and Subcontractors to eliminate unsafe acts and/or conditions. The CMAR's Safety Manager and Safety Staff will see that all of the contractor's employees are made aware of steps to take in the event of an accident and the location of first aid facilities. 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 and implement immediate corrective action.
- (3) Report all injuries and accidents in a timely manner in accordance with federal and state laws and regulations and Airport orders and regulations.
- (4) Provide all Job Foremen with appropriate training materials to conduct weekly "tool box" safety meetings, and attend to evaluate the effectiveness of the meetings.
- (5) Review safety meeting reports submitted by all Job Foremen and take necessary action to ensure that meaningful weekly safety meetings are held.

- (6) Assist in the preparation of all accident investigation and reporting procedures.
- (7) Implement safety training programs for all supervisors and employees applicable to their specific responsibilities.
- (8) Take responsibility for the control, availability and use of necessary safety equipment, including personal protective equipment and apparel for all employees.
- (9) Coordinate safety activities with LAWA and/or Project Management Team, Consultants and the Insurers' safety representatives. Take necessary steps to promptly implement safety recommendations.
- (10) Coordinate the public relations aspects of the contractor's safety plan with LAWA and/or Project Management Team.
- (11) Attend special safety meetings held or sponsored by LAWA and/or Project Management Team. The CMAR's Safety Manager is expected to participate in these meetings.
- (12) 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 contract.
- (13) Retain knowledge of current availability of first aid and emergency treatment for injured employees.
- (14) See that all injured workers receive medical treatment if needed, including follow-up visits.

f. General Superintendent and Subcontractor's Superintendent: This person shall be required by the CMAR to perform the following:

- (1) Plan and execute all work in compliance with the Construction Safety Programs.
- (2) Take immediate action to correct unsafe practices or conditions when discovered.
- (3) Provide and enforce at all times the use of required personal protective equipment.

- (4) Complete supervisory investigation reports on all accidents, with the assistance of Contractor's on site safety personnel.
- (5) Attend supervisory personnel safety meetings scheduled by the Contractor.
- (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 CMAR's Safety Manager, Superintendant and Construction Manager.
- (8) Cooperate with LAWA and/or Project Management Team, Consultants and the Insurers' safety representatives. Assignment of these responsibilities by Contractors to Subcontractors shall not relieve contractors of their safety responsibilities to see that it is done.

F. Requirements for Orientation of CMAR Personnel and Project Meetings

1. Air Operations Orientation:

a. 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 CMAR's General Superintendent, Construction Manager, Field Superintendents, Job Superintendents, and the designated Safety Officers (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 CMAR and Engineer shall keep a record of the individuals who have attended the orientation. CMAR 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 CMAR 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 Contractor's staff after the award of the contract and prior to commencing construction and weekly thereafter. The CMAR 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 CMAR 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 the 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. Other items deemed necessary.

#### G. Interruptions And Stoppages Of The Work Due To Aircraft Operations And Hazardous Conditions

##### 1. Work Stoppages

- a. Construction may be stopped by the Engineer, any time he or she 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 CMAR has taken action to correct the condition and prevent recurrence.

b. Frequent inspections will be made by the Project Management Team during the critical phases of the work to ensure that the CMAR 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 CMAR of the concern for immediate correction by the CMAR.

c. 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.

## 2. Intermittent Construction Operations

a. Work under this contract will occur adjacent to the AOA. Heavy construction may require closing of certain areas by the Airport. However, some work may be done on an intermittent basis. The CMAR shall maintain constant communication with the Project Management Team when working on an AOA location, and will immediately obey all instructions from the Project Management Team. Failure to obey instructions or maintain proper communication will be cause to suspend the CMAR's operations in such areas until satisfactory conditions are assured. Intermittent delays which can be expected to be a normal condition while working on an active airport include holding for aircraft on active taxiways, inspection access to AOA at security checkpoints and holding short of NAVAID critical areas on the haul road in periods of low visibility when aircraft are on landing approach. Such delays shall be considered incidental to the cost of the construction and no compensation or time extensions will be granted for such delays.

b. When directed to cease construction and move from the area, the CMAR shall immediately respond and move all material, equipment and personnel outside areas. Operations shall not be resumed until directed by the Project Management Team. Every reasonable effort will be made to cause minimum disturbance to the Contractor's operations; however, no guarantee can be made as to the extent to which disturbance can be avoided.

c. Limitation of Operations: The CMAR shall be responsible for controlling his operations and those of his subcontractors in order to provide for the free movement of aircraft in the operating areas of the AOA.

H. Requirements and Regulations Affecting the Conduct of the Work

1. General

a. Requirements to Begin Work: Before starting work, the CMAR 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 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 Project Management Team between the Airport Operations, air carriers, fixed base operators, other users and appropriate representatives of the FAA. This coordination will be based on the CMAR's approved construction schedule with the primary purpose of compliance with the contract document requirements.

e. For construction activity to be performed in other than the AOA, the storage of materials and parking of equipment, when not in use or about to be installed, should not encroach upon the AOA. In protecting operational areas, the minimum clearances maintained for runways shall be in agreement with Federal Aviation Regulations (FAR) Part 77.

f. When necessary to accomplish construction within areas defined by FAR Part 77, while aircraft operations are in progress, the following minimum distances from runway, taxiway edge and runway approach area shall be maintained, unless otherwise specified:

|                            |  |
|----------------------------|--|
| <u>Air Carrier Airport</u> |  |
|----------------------------|--|

|  |           |
|--|-----------|
| Distance from runway centerline                    | 250 feet  |
| Distance from taxiway centerline                   | 200 feet  |
| Distance from runway threshold<br>(Longitudinally) | 1000 feet |

2. Limitation of Construction Activities:

a. No lips or drop-offs will be allowed between temporary panels or surfaces and adjacent pavement, or between new slabs and adjacent pavement. Other construction shall not result in lips greater than 1 inch, for pavement traveled by aircraft; and 3 inches, for edges between old and new surfaces at edges and ends not traveled by aircraft.

b. Open-flame welding or torch-cutting operations are prohibited unless adequate fire and safety precautions are provided and have been approved by the Fire Chief through the Project Management Team.

c. During working hours, open trenches, excavations and stockpiled material at the construction site shall be prominently marked with barricades and lights as shown on the drawings.

d. Stockpiled material for use during the current work shift shall be located within the barricaded work area and limited in height and constrained in a manner to prevent movement resulting from aircraft blast or wind conditions. No material may be stored in the work areas during non-working hours.

e. The CMAR will ensure that all lighting fixtures are shielded to protect against interference with the vision of pilots and air traffic controllers.

f. During non-working hours, all trenches and excavations outside of the barricaded work areas shall be backfilled or covered.

g. Non-working hours shall be defined as those hours when construction is not taking place within a work area.

3. Construction Adjacent to Taxiways

a. Except as otherwise described in the construction phasing plans, no equipment or material within 200 feet of a taxiway

centerline, or as otherwise specified, shall be above the taxiway centerline grade while the taxiway is being used by aircraft.

b. Open trenches or abrupt drop-offs may be made adjacent to taxiway pavement edges, providing this work is temporarily covered, approved by the Engineer and coordinated with Airport Operations, who will in turn coordinate the Notice to Airmen (NOTAM). Open graded soils, crushed aggregate, or other unbound granular materials must be covered and secured or treated in a manner approved by the Engineer so that these materials do not result in FOD or dust due to exposure to jet blast and/or weather.

c. Marking and lighting of work areas adjacent to taxiways shall be required and approved by the Engineer.

4. Barricades and Marking of Barricades

a. Continuous burning "Standing Red" barricade lights and/or other lighted hazard devices stipulated on the phasing plans shall be operative at all times while in place. It shall be the Contractor's responsibility to immediately repair or replace any light or flasher that is not operating.

b. Barricades shall be in place prior to commencing construction operations, and shall be maintained in near new appearance for the life of the contract.

5. Closures

No ramp, apron, taxiway, or runway area shall be closed to aircraft without approval of the Engineer. This will enable Notices to Airmen (NOTAMS), or other advisory communications to be issued. A minimum of 72 hours notice of requested closing shall be directed to the Project Management Team. The Project Management Team will arrange inspections prior to opening any area to air traffic. Any waste material, and/or debris must be removed from aprons promptly to avoid possible damage to aircraft.

6. Debris

a. Debris Control: When Airport roadways and public highways are used in connection with construction under this contract, the CMAR 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 shall be 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 Project Management Team. If the CMAR is negligent in cleanup and LAX forces are required to perform the work, the expense of said cleanup shall be paid by the Contractor.

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 CMAR 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.

7. Existing Pavements and Facilities

a. The CMAR 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 Contractor's expense. The CMAR shall take immediate action to replace any damaged facilities and equipment and reconstruct any damaged area which is to remain in service.

b. 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 CMAR at the CMAR's expense to the satisfaction of the Engineer.

8. Storage Areas

a. The CMAR Staging Area 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 unless prior approval is provided by the Project Management Team.

c. The CMAR 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 Project Management Team.
- f. Contractor'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.
- g. During all non-working hours, equipment shall be parked in the Contractor'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 shall be used to store all bulk materials needed for the project. The Staging area must be fenced at the CMAR'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.
- i. Equipment and materials shall not be stored between runways, except as approved, in writing, by the Engineer.

## I. Obstructions To Navigation

1. 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 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 Contractor'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.

2. When penetrations more than 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. CMAR shall comply with the provisions of AC 70/7460-1, latest edition, in the marking and lighting of obstacles. The CMAR shall allow at least 45 days for FAA review and approval. No delays will be granted the CMAR for his failure to submit the necessary documents in a timely manner.

3. Appropriate sketches shall be prepared by the CMAR 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.

J. Daily Inspections

1. The Project Management Team will conduct a daily inspection of each construction site before workers leave for the day to ensure that areas surrounding the sites are safe for aircraft operations. Inspector(s) will be watchful for food scraps and debris that can be ingested into aircraft engines (FOD), loose polyethylene and other light materials capable of being blown onto aircraft movement areas 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.

2. Inspectors will review potentially hazardous conditions which may occur during airport construction and maintenance, which conditions include, but are not limited to the following:

- a. Trenches, holes, or excavation on or adjacent to any open runway or related safety area.
- b. Unmarked/unlighted holes or excavations in any apron, open taxiway, open taxilane, or related safety area.
- c. Mounds or piles of earth, construction materials, temporary structures, or other objects on or in the vicinity of any open runway, taxiway, taxilane or in a related safety, approach or departure area.
- d. Pavement drop-offs or pavement turf lips (either permanent or temporary) which would cause, if crossed at normal operating speeds, damage to aircraft that normally use the airport.
- e. or equipment (whether operating or idle) on any open runway, taxiway, taxilane, or in any related safety, approach or departure area.
- f. Vehicles, equipment, excavations, stockpiles, or other materials which could impinge upon NAVAID critical areas and degrade or otherwise interfere with electronic signals from radios or electronic NAVAIDs or interfere with visual NAVAID facilities. NAVAID critical areas are shown on the plans.

- g. Unmarked utility, NAVAID, weather service, runway lighting, or other power or signal cables that could be damaged during construction.
- h. Objects (whether marked/flagged or not) or activities anywhere on or in the vicinity of airport which could be distracting, confusing, or alarming to pilots during aircraft operations.
- i. Un-flagged/un-lighted low visibility items (such as tall cranes, drills, etc.) in the vicinity of an active runway, or in any approach or departure area.
- j. Misleading or malfunctioning obstruction lights.
- k. Unlighted/unmarked obstruction in an approach to any open runway.
- l. Inadequate approach/departure surfaces (needed to assure adequate landing/takeoff clearance over obstructions or work or storage areas).
- m. Inadequate, confusing, or misleading (to pilots) marking/lighting of runways (including, displaced or relocated thresholds), taxiways, or taxilanes.
- n. Water, dirt, debris, or other transient accumulation which temporarily obscures pavement marking, pavement edges, or derogates the visibility of runway/taxiway marking, lighting or of construction and maintenance areas.
- o. Inadequate or improper methods of marking, barricading, or lighting temporarily closed portions of airport operation areas.
- p. Trash or other materials with foreign object damage (FOD) potential, whether on runways, taxiways, aprons or related safety areas.
- q. Inadequate fencing or other marking to separate construction or maintenance areas from open aircraft operating areas.
- r. Inadequate control of vehicle and human access, and non-essential, non-aeronautical activities, on open aircraft operating areas.
- s. Improper radio communication maintained between construction/ maintenance vehicles and LAWA Ops/Inspection

or other on-field communications facility (e.g., FAA Flight Service Station (FSS) or Unicom radio).

t. Construction/maintenance activities or materials which could hamper airport rescue and fire fighting (ARFF) vehicle access from ARFF stations to all parts of the runway/taxiway system, runway approach and departure areas, or aircraft parking locations.

u. Bird attractants such as edibles (food scraps, etc.), trees, brush, other trash, grass/crop seeding, or pond water on or near the airport.

v. Personnel at the construction site without proper LAX identification.

w. No escorts for persons at the job site without proper identification.

x. Vehicles involved in the project that do not meet the safety requirements of LAX Rules and Regulations.

y. Improperly marked, lighted and flagged vehicles involved in the project.

z. The time restrictions for all work shifts, including the nightly work shifts, are totally inclusive of the CMAR 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 CMAR shall provide adequate lighting for the needs of the inspection personnel.

3. Any Aircraft Movement Surface or adjoining runway, taxiway or taxilane safety area that does not pass inspection must remain closed until such time cleanup is performed and approved.

#### K. Emergency Procedures

1. The CMAR 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.

2. 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 CMAR shall also notify the Engineer and Operations so that any

coordination or closures that may be required can be addressed immediately.

L. Administrative Requirements

1. **Applicability:** The provisions of this section shall apply to the CMAR, subcontractors at all tiers, suppliers and all others which may have access to the Air Operations Area by way of the Contractor's activities.

2. **Exclusion from Claims:** Impacts caused by failure of the CMAR, 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.

M. Marking Of Equipment/Restrictions On Cranes

1. 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.

2. 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.

3. If cranes or other equipment exceeding 15 feet in height are to be used, the CMAR 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

N. Construction Health & Safety Plan (Required)

1. In compliance with the Los Angeles World Airports –Sustainable Airport Planning, Design and Construction Guidelines that can be found at:

[www.lawa.org/docs/Sustainable Airport PDC Guidelines Jan08.pdf](http://www.lawa.org/docs/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.

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. Project-specific Health and Safety Plan (HASP) for review by LAWA and the PMT and Back to Work Policy.
- b. Upon completion of construction activities, all weekly safety reports, documenting accidents and identifying hazards encountered during construction work shall include a final tally of accidents for the entire project.
- c. Narrative describing processes, successes and lessons learned.

O. ADA Compliance/Accommodation For People With Special Needs

1. Incompliance with the Los Angeles World Airports –Sustainable Airport Planning, Design and Construction Guidelines that can be found at:

[www.lawa.org/docs/Sustainable Airport PDC Guidelines Jan08.pdf](http://www.lawa.org/docs/Sustainable%20Airport%20PDC%20Guidelines%20Jan08.pdf)

The following is in reference to Section PD 18-SR-5, ADA Compliance/Accommodation for People with Special Needs. Develop guidelines for accommodating people with special needs to support the execution of a project.

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:

- (i) Documentation of all steps taken to comply with ADA and special accommodations needs.
- (ii) Progress of the program and performance goals for improvement.

P. Availability Of Quality Healthcare

1. In compliance with the Los Angeles World Airports –Sustainable Airport Planning, Design and Construction Guidelines that can be found in Appendix K or at:

[www.lawa.org/docs/Sustainable Airport PDC Guidelines Jan08.pdf](http://www.lawa.org/docs/Sustainable%20Airport%20PDC%20Guidelines%20Jan08.pdf)

The following is in reference to Section PD 18-SR-6, Availability of Quality Healthcare.

Develop guidelines such that adequate healthcare is available to project personnel as well as the surrounding community during the project.

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:

- (i) Site Health and Safety Plans which should be reviewed and agreed to by all personnel including contractors and subs.
- (ii) Medical certification and training records.
- (iii) Documentation of the treatment for all incidents and injuries.
- (iv) Plans for providing temporary healthcare facilities to the surrounding community if it appears that the proposed project will affect their existing access.

**ARTICLE - 01 35 43 Sustainable Construction Requirements**

A. General

1. LAWA has developed the Los Angeles World Airports – Sustainable Airport Planning, Design and Construction Guidelines version 4, dated April 2009 (LSAG). These guidelines may be found in full at:

<http://www.lawa.org/welcomeLAWA.aspx?id=1036>

2. This document by reference is made part of the contract requirements for this Contract. Specific mandatory requirements related to items such as construction project management, stormwater control, construction waste management, construction mitigation measures, air quality construction related measures, construction material recycling, noise mitigations, and other miscellaneous items, are outlined in Article 01 35 43.13.
3. In order to meet LAWA's sustainability requirements and in addition to LEED<sup>®</sup> (Leadership in Energy and Environmental Design) requirements, a minimum of fifteen (15) construction points from LSAG has been set as a goal for the construction activities related to this Contract. Some activities are required points, some are optional that may be selected to best achieve points for this contract, and some points are covered in other sections of the documentation, such as the LEED<sup>®</sup> requirements.
4. The CMAR is required to achieve these points and provide the relevant supporting documentation, as required in the LSAG Part 4: Sustainable Construction Guidelines. The CMAR should refer to the LSAG for information on proposed strategies for implementing the guidelines and achieving the necessary points as well as the documentation requirements for each point
5. The project must be compliant with the USGBC's (US Green Building Council) LEED<sup>®</sup> certification using the LEED<sup>®</sup> New Construction v2.2 standard to a certification level of at least LEED<sup>®</sup> Silver. The CMAR shall comply with the credit requirements that will be set out in the construction documents, work with subcontractors to ensure their compliance with the LEED<sup>®</sup> requirements, obtaining any required information from them and incorporate any activities related to LEED<sup>®</sup> into the work schedule.
6. Compliance with this Section does not exempt the CMAR or its Subcontractors from compliance with other applicable permits, approvals, requirements, rules and regulations of other agencies with jurisdiction over the work of this contract.
7. The CMAR shall designate a CMAR Sustainability Liaison to the Owner (SLO), that is a LEED<sup>®</sup> Accredited Professional prior to the pre construction meeting. During the Pre-Construction Phase, the SLO is to develop procedures and ensure implementation during the Construction Phase of all components of the construction-related sustainable guidelines through management direction, compliance monitoring, direct inspections, maintenance of records, and investigations of complaints.

## B. Submittals

1. Compliance with this section will require submittal of various plans and reports throughout the duration of the project. The submittals include, but are not limited to:
  - a. Sustainable Construction Program Plan indicating how the CMAR proposes to include and implement the LSAG requirements and the reporting of how the requirements have been achieved along with the supporting documentation and certification statement for each pursued point. This plan will include, but should not be limited to: a worker Training Plan, Construction Water Use Plan, Construction Site Plan, and a waste diversion plan, Indoor Air Quality Management Plan; no later than 30 days after Notice to Proceed
  - b. Interim progress reports, monthly, detailing the progress and documentation of the sustainability requirements for both the LSAG credits and LEED<sup>®</sup> credits being implemented.
  - c. The CMAR shall complete and upload the necessary documentation to the LEED<sup>®</sup> online tool for submission to the USGBC in a timely manner, and provide further information if required during the USGBC submission review.
  - d. A final Sustainable Construction Project report (CN1 PL 2) to be submitted within 60 days of project completion.

C. Sustainable Project Management

1. Sustainable Construction Training (CN1-PL 1) (Required)
  - a. In accordance with credit CN1 PL 1 of the LSAG the CMAR will develop and implement Sustainable Construction Training program for its workers. The agenda, presentation materials and list of proposed attendees will be submitted to LAWA for review. The training for onsite and management team members should include concepts on sustainability and ways in which the construction can have the least impact on the environment, economy and local community; how construction impacts sustainability and what workers can do to proactively minimize the impact of construction and promote sustainability. The training will engage workers to determine real issues that might occur and how these can be managed. The CMAR will also provide attendance lists, including name, company, department, role on project and contact information. Explanation of the absence of any key stakeholders from the initial meeting and details of follow up training.
2. Sustainable Construction Project Reporting (CN1 PL 2) (Required)

- a. The CMAR is required to track progress made against the construction guidelines of the LSAG and prepare interim progress reports on a monthly basis to track and provide the completed documentation as required in the guidelines. As part of the monthly reporting, submit a certification that the selected inspector is not assigned to project related tasks except for developing sustainability training and conducting sustainability inspections. These monthly reports will be presented to LAWA one-week prior to a Monthly LAWA Team Meeting that will be attended by key members of the construction team and LAWA
3. Final Sustainable Construction Project Report (CN1 PL 2) (Required)
    - a. The CMAR is required to submit within 60 days of project completion the final Sustainable Construction Project Report which contains the completed checklist and explanation as to how the credit requirements have been met and all required documentation of sustainable activities.
  4. Construction Scheduling and Sequencing (CN1-PL 3) Optional
    - a. The CMAR will coordinate material deliveries with installation times employing “just in time” deliveries where possible. CMAR will provide pre-construction plans and schedules that show material deliveries and installations. The pre construction plans will also show restoration activities for the staging and employee parking area which the CMAR will return to its original pre-construction state in a timely manner.
  5. Construction Environmental Tobacco Smoke (CN5 IA 1) (Required)
    - a. The CMAR shall follow California Law, Section 15-3.1 for Environmental Tobacco Smoke Control during construction. To verify that this has been implemented the CMAR shall provide a copy of the documentation required for LEED® NC Eqp1. The LEED® Template for Eqp1 can be found in a copy of the LEED® template which can be downloaded from:  
<http://www.usgbc.org/DisplayPage.aspx?CMSPageID=1447>.
  6. Designation and Actions of CMAR Sustainability Liaison (CN2-CS 2)

The CMAR shall designate a CMAR Sustainability Liaison to the Owner (SLO), that is a LEED® Accredited Professional, and identify this person prior to the pre-construction meeting and provide a copy of their LEED® AP certificate.

The SLO shall document identification and resolution of sustainability issues and actions. Track achievement of the identified sustainability goals for the project and document any

changes to the project's sustainability goals. An example of the tracking process and other documentation requirements are given in the LSAG.

D. Sustainable Construction Activities

1. Erosion & Sedimentation Control Measures (CN3 SM 1) (Required)
  - a. The CMAR shall prepare and implement an Erosion & Sedimentation Control Plan. The plan shall allow for weekly inspections with pre-storm and post storm inspection. Suggested strategies for soil stabilization can be found in LSAG (CN2-SM1) and LEED<sup>®</sup> NC v2.2 SSp1.
2. Stormwater Management and Erosion Control: Dust Control (CN3 SM 2) (Required)
  - a. The CMAR will follow the requirements for dust control detailed in 01 35 43.13. The CMAR will submit a copy of the dust control plan at least 30 days prior to the start of construction activity and documentation verifying that the tracking protocol was implemented.
3. Stormwater Management and Erosion Control: Stormwater Pollution Prevention Plan (SWPPP)(CN3 SM 3) (Required)
  - a. The CMAR will develop and implement a SWPPP for the construction site activities in accordance with USEPA 832/R-92-2005 ch3 and MSGP. The plan shall be provided to LAWA one month prior to construction activity. The plan should include but not limited to spill prevention plan, hydrology report, soil report covering soil characteristics, good housekeeping measures, material storage procedures, best management practices which are sensitive to varying weather conditions, allowance for frequent site inspections, training for workforce in the event of a spill and treatment of water used for vehicle washing.
4. Minimize Site Disturbance During Construction (CN3 SM 4) (Required)
  - a. The CMAR will develop a Construction Site Plan that minimizes site disturbance during construction activities and to maintain dirt haul roads so as to minimize disturbance. The CMAR will restrict the staging area, including the disturbed area for final construction so that at least 50% of the area is on a paved area and restrict construction access roads to areas that will be paved during construction. The CMAR will submit the Construction Site Plan demonstrating compliance with the above. Where 80% of the site complies 1 point will be achieved.

5. Reduce Potable Water Use During Construction (CN4 WC 1) (Required)
  - a. The CMAR shall develop a Construction Water Reuse Plan to minimize the use of potable water to the highest extent possible through the reuse of non potable water or gray water so suitable tasks such as dust control (as required through Section 11.5.2) and soil compaction. The CMAR will monitor and record the total number of gallons through meter readings of reclaimed water that were used during construction. The CMAR is required to submit a Construction Water Reuse Plan that includes information on how gray / non- potable water is collected, treated and reused on site during construction, listing all the activities that will be addressed using reclaimed water and how it will meet the requirements of the State of California Title 22 Water Recycling Criteria. On completion of the project as an addendum to the Construction Water Reuse Plan the CMAR will provide data on the volume of non-potable water used throughout the duration of the project. The data should show monthly meter readings and include a comparison with the total quantity of water used.
6. Construction IAQ Management Plan (CN5 IA 2) (Required through LEED<sup>®</sup> assessment)
  - a. The CMAR will plan and implement the requirements of LEED<sup>®</sup> NC EQ3.1 and replace all filtration media immediately prior to occupancy. The submittal for this point will include the LEED<sup>®</sup> NC 3.1 credit template, completed; a copy of the project's Indoor Air Quality Management Plan; photographs to highlight implementation of the IAQ management plan, list of the filtration media and cut sheets confirming the rating and an optional narrative to explain any special circumstances or non standard approaches taken by the project, including links to existing buildings and their air systems
7. Recycle and Reuse of Construction Materials (CN6 WM 1) (Required)
  - a. The CMAR is required to adhere to the requirements of Section 017419. In addition to the documentation required in that section the CMAR is required to track and record the total amount of waste diverted from landfill from the construction activities, the CMAR should target a diversion rate of at least 75%. The submittal documentation required is the LEED<sup>®</sup> documentation for credit LEED<sup>®</sup> NC MR2.2 a copy of the LEED<sup>®</sup> template can be downloaded from:  
<http://www.usgbc.org/DisplayPage.aspx?CMSPageID=1447>
8. Low Emission Construction Vehicle (CN7 CV 2) Optional

- a. In addition to the requirements for construction vehicles on site detailed under section 01 35 43.13, the CMAR will ensure that at least 75% of the construction vehicles meet the current California Low Emission Vehicle Standard and provide this information in the Construction Transport Management Plan (CTMP) required in section 11. The CMAR must also provide documentary evidence as to how it intends to meet the requirements of SCAQMD fleet rules 1191 and 1196 for light and heavy vehicles respectively. The rules should be applied irrespective of the fleet size. The CMAR will submit an inventory of vehicles used during all phases of construction including all the information that would be required for compliance auditing SCAQMD rule 1196 to demonstrate compliance. The CMAR shall maintain and submit a log of maintenance and repair conducted to construction vehicles in use during construction. For an additional point, 100% of the construction vehicles used during construction meet the current Californian Low Emission Vehicle Standard.
9. Alternative Transportation during Construction (CN7 CV 4) (Optional)
    - a. Within the Construction Transport Management Plan (CTMP) required in Section 01 35 43.13, the CMAR should detail how car sharing and the use of public transit will be promoted for workers using the designated car parking site. Within the final Sustainable Construction Project Report (CN1 PL 2) the CMAR shall provide a narrative describing the level of use of the alternative transport options plan.
  10. Construction Equipment Maintenance (CN8 CE 1) (Optional)
    - a. The CMAR will develop, submit and implement a plan to reduce the environmental impacts from potentially hazardous maintenance chemicals and processes arising from construction equipment maintenance. The CMAR is to confirm the strategies put in place to ensure that environmentally friendly chemicals and processes are used when suitable alternatives are available. The CMAR is also required to document how hazardous wastes will be disposed of, the control methods to be adopted to minimize the risk of spills and also an environmental spill procedure to clean up chemical spills prior to starting work on site.
  11. Refrigerant Management (CN9 EI 1) (Optional)
    - a. The CMAR will determine the feasibility of utilizing HVAC & R equipment during construction that makes use of alternative or substitute refrigerants and complies with the requirement of Section 608 of the Clean Air Act National Recycling and Reduction Program and also complies with the requirements of the South Coast Air Quality Management

District Rule 1415 Reduction of Refrigerant Emissions from Stationary Refrigerant and Air Condition Systems. Proposed technical approaches for the CMAR include eliminating equipment that uses CFC and HCFC refrigerants, select HVAC&R with a reduced charge and shall ensure that all equipment is properly commissioned when installed and properly maintained throughout the construction period. The CMAR shall provide documentation of any refrigerant sales and sales certificates associated with the construction activities. The CMAR shall provide calculations and documentation of potential HFC and PFCs.

12. Construction Health and Safety Plan (CN14-HS1) (Required)

- a. In addition to the requirements concerning safety and security, the CMAR should provide a narrative on how the Health & Safety Plan has been implemented. The narrative should describe the processes and highlight the successes and lessons learned through the implementation of the HSAP. All safety reports documenting accidents and hazards experienced throughout the construction work must also be submitted including documentation of any accidents.

13. Low Emission Construction Equipment (CN8 CE 2) Optional

In addition to the requirements under Section 01 35 43.13, the CMAR shall:

- a. The CMAR will meter and record all electricity usage from power lines used for the duration of the project. The CMAR shall provide monthly meter readings for electrical energy used as part of the quarterly process.
- b. As part of the construction equipment inventory, CMAR shall record and report fuel use for onsite stationary equipment and non-stationary vehicles on a monthly basis as part of the reporting requirements of 01 35 43.13.
- c. The CMAR shall maintain and submit a log of maintenance and repair conducted to construction equipment in use during construction.
- d. Utilize construction equipment rated at 50 HP or greater which complies with CARB section 93116.
- e. Employ use of cleaner burning diesel fuel.

14. Construction Vehicles: Vehicle Idling Plan (CN7 CV 1) (Optional)

In addition to the requirements under Section 01 35 43.13, the CMAR shall:

- a. Ensure that construction vehicles operating during construction make use of idle reduction technologies
- b. The CMAR shall post signage for no idling areas and enforce

the action.

- c. The CMAR shall identify areas where signage will be provided and provide photographic evidence as part of the final sustainable construction project report
- d. Identify in the inventory of vehicles those making use of alternative idling reduction technologies and for vehicles 2007 or later display the appropriate APS labeling
- e. provide Vehicle Idling Program Inspection logs

15. Construction Vehicles: Retrofit Construction Vehicles (CN7 CV 3) (Optional)

In addition to the requirements under Section 01 35 43.13, the CMAR shall:

- a. Install diesel oxidization catalyts on 50% of the heavy duty diesel vehicles that do not meet current Californian Low Emission Vehicle Standards AND
- b. Install particulate filters, where available, on heavy duty diesel vehicles that will be on site for more than 30 cumulative days in a calendar year.
- c. Retrofit construction vehicles with emerging or alternative emissions reduction approved technologies if available and where technologically feasible.
- d. An additional point is available where 75% heavy duty vehicles not compliant with California Low Emission Vehicles standards are retrofitted.

16. Energy Efficiency Temporary Lighting During Construction (CN12 CL2) Optional

- a. The CMAR shall estimate the kWh requirements for construction lighting that would be used as a traditional construction project and reduce this energy consumption by 15%. Where possible, High Pressure Sodium (HPS) lamps instead of Metal Halide (MH) lamps shall be used. Fluorescent or LED lighting shall be used where appropriate and when lower light levels are acceptable. The CMAR shall adopt site lighting criteria to maintain safe light levels while avoiding off site lighting and night sky pollution and minimize site lighting where safety and security allows. The CMAR shall provide a letter signed by a Professional Engineer or other responsible party and supporting calculations stating that the lighting power density is reduced below the ASHRAE/IESNA Standard 90.1 by at least 15%. In addition provide a work plan that outlines steps that will be taken to reduce lighting needs, daily logs that documents the number of hours that lighting was used and the final kWh usage for the project based on the daily logs.

17. Construction Health and Safety Dust Hazard (CN14 HS 2)  
(Required)

- a. The CMAR shall provide respirators and masks (and replacements) to onsite workers with a rating of N-95 for construction and demolition for areas where there is no historic data to indicate dusts would carry toxic materials or site would release or contain hazardous fumes or gasses. The CMAR shall provide respirators and masks (and replacements) to onsite workers with a P-100 rating for construction and demolition for areas where there is historic data to indicate dusts would carry toxic materials were used on site, used in previous construction, or in any way associated with the construction site. The CMAR will provide training to workers on the negative health effects of long term particulate exposure and when new respirators and masks are needed. The CMAR will develop and instigate a policy indicating when masks and respirators are to be used and enforce this. A copy of the policy, the training information given to workers and invoices showing the purchase of masks and respirators tallying with the expected number of onsite workers must be submitted to LAWA.

18. Construction Roadways: Prevent & Repair Roadway Damage During Construction (CN15-CR2) (Optional)

- a. The CMAR will ensure that construction related vehicles operated on public roadways will not exceed maximum design load of any road that they will use. The CMAR is also responsible for ensuring that construction vehicles with tractor treads are not driven on roadways. The Construction Transport Control Plan (CTCP) must include a policy that tractor treaded vehicles will not be driven on public roads.
- b. Should any accidents involving construction vehicles occur, the CMAR must report them immediately to the police and LAWA, and any roadway damage must be repaired immediately by the responsible party. As part of the CTCP the CMAR will submit a list of the construction vehicles that will be operated on public roads and their transport loads. Any incident reports must be submitted to the appropriate law-enforcement agency and LAWA.

19. Disruptions and Continuity of Area Services (CN16 SR 1)  
(Optional).

- a. In order to limit the disruption of services in the area surrounding the project, the CMAR will take positive steps to minimize potential disruptions. These measures may include but are not limited to street closures and diversion on public roads being carried out in accordance with local regulations

and permit requirements, if road closures are required these must be undertaken during hours permitted by the local authority. The CMAR will ensure that suitable public notifications are posted. Permitting and Notifications will be submitted by the CMAR to LAWA.

- b. The CMAR will notify underground services providers and clear utilities in the project area to prevent utility outages. The CMAR must ensure that there is sufficient capacity for equipment that has a high energy demand so that the excessive load does not trigger an outage and also provide an emergency power back up plan.

20. LEED<sup>®</sup> Accredited Professional – Construction (CN17-AE1) Optional

- a. The CMAR shall ensure that at least three principal participants of the construction team shall be LEED<sup>®</sup> Accredited Professionals (AP). The CMAR will provide within 30 days after the Notice to Proceed, copies of the participants LEED<sup>®</sup> AP certificates, the name of the LEED<sup>®</sup> AP's company and brief description of their role on the project.

21. Innovation in Construction (CN17-AE2) Optional

- a. The CMAR will develop their own sustainable construction ideas for review at least 30 days prior to the Construction Notice to Proceed. Details of three (3) measures which promote sustainable construction are required. The CMAR will submit a document detailing the credit intent, the benefits it will bring to the project and LAWA's sustainable aspirations, details of how the credit/activity will be implemented and the proposed documentation to be submitted to demonstrate compliance and contact details of the person who will take responsibility to ensure that it is implemented. Details of the points allocation for these measures can be found in the appendix of the LSAG document.

## **01 35 43.13 Environmental Requirements**

### **A. General**

- 1. This section covers environmental mitigation requirements 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.

2. Compliance with this Section does not exempt the CMAR from compliance with other applicable permits, approvals requirements, rules and regulations of other agencies with jurisdiction over the work of this concept.

3. The CMAR shall designate a Contractor 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 CMAR.

B. Submittals

1. Compliance with the various requirements of this section will require submittal of various plans during the Pre-Construction Phase and reports throughout the duration of the project. These include, but are not limited to:

a. Designate Contractor Environmental Compliance Officer (CECO) no later than 30 days after Pre-construction Notice to Proceed.

b. Submit Construction Traffic Management Plan (CTMP) no later than 30 days prior to Construction Notice to Proceed.

c. Submit Construction Noise Control Plan (CNCP) no later than 30 days prior to Construction Notice to Proceed.

d. Submit a Fugitive Dust Control Plan (FDCP) no later than 30 days prior to Construction Notice to Proceed.

e. 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 seven (7) days prior to on-site mobilization.

f. Submit Orientation Meeting Agenda and sign-in sheet no later than 3 days after each meeting.

g. Submit Daily Log of Fugitive Dust Mitigation Measures (FDMM) once each month.

- h. Submit Construction Delivery Lane Closure Notice (CDLCN) no later than 72 hours in advance of closure.
- i. Submit CARB Vehicle Idling Rule compliance policy and procedures.
- j. Submit daily log of Air Quality Forecast Monitoring (AQFM) once each month.
- k. Submit Low NOx Voluntary Software Upgrade Program documentation.
- l. Submit Emission Control Device Non-tamper Policy (ECDNP) at mobilization.
- m. Submit monthly summary status reports on all requirements of this section.
- n. Submit a CMAR Recycling Plan (CRP) 45 days prior to Notice to Proceed for construction.

C. Traffic Commitments And Mitigation Measures

1. In accordance with the LAX Master Plan Mitigation Measure Reporting Program dated September 2004, the CMAR shall comply with the following traffic requirements:

- a. Construction Delivery Permits. All construction deliveries requiring lane closures shall receive prior approval from the Engineer. Construction Notification of deliveries requiring lane closures shall be made in writing (a minimum of 72 hours in advance) in order to allow for any modifications to approved traffic detour plans. The CMAR shall obtain delivery permits from all applicable local agencies 30 days prior to any delivery requiring a lane closure.
- b. Designated Truck Delivery Hours. All CMAR's 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.
- c. No staging of construction traffic in residential areas will be allowed. Should traffic staging areas be required, the CMAR

shall locate these areas away from residential development and shall comply with all local regulations.

d. Construction Employee Shift Hours. To the extent possible, CMAR shall establish work hours that avoid peak commuter traffic periods. Avoidance with peak commuter traffic shall be extended to include weekend and, when applicable, multiple work shifts.

e. Designated Haul Routes. The CMAR shall use the designated haul routes for all construction traffic, deliveries, and employee travel. Haul routes are located away from residential or other noise sensitive areas.

f. Maintenance of Haul Routes. The CMAR 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.

g. Construction Traffic Management Plan. The CMAR shall submit, at least 45 days prior to Construction Notice to Proceed, a Construction Traffic Management Plan (CTMP) which shall include a description of how the CMAR will manage all construction related traffic. The intent of the CTMP is for the CMAR 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.

h. The CMAR shall develop a complete CTMP which shall include, but not be limited to:

- Haul routes and/or detours;
- Locations for variable message and other signs;
- Construction deliveries;
- Construction employee shift hours;
- Construction employee parking locations;
- Any lane striping changes;
- Any traffic signal modifications; and
- Other relevant traffic factors.

i. Construction Employee Parking Locations. The CMAR's construction phase employee parking shall be designated in the Plans. The CMAR 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 CMAR's key personnel staff and visitors, shall be provided at the trailer area. The CMAR 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 CMAR.

j. Designated Truck Routes (ST-22). 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, as shown on the plans (freeways and non-residential streets). Designated traffic routes are limited to:

- Pershing Drive (World Way West to Imperial Highway);
- Imperial Highway (Pershing Drive to I-405);
- La Cienega Boulevard (I-405 Ramps north of Imperial Highway to Imperial Highway);
- I-405; and
- I-105.

k. Construction Personnel Airport Orientation. The CMAR shall ensure that all construction personnel attend a pre-construction orientation meeting to be conducted by the CMAR 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.

#### D. Stockpile Locations, Recycling, And Waste

1. The CMAR shall submit a CMAR Recycling Plan (CRP) at least 45 days prior to Construction Notice to Proceed 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.

#### 2. Stockpile Locations and Maintenance

a. Stockpile locations shall be confined to the areas shown on the plans (staging area). Stockpile locations/staging areas shall be accessed by construction vehicles with minimal disruption to adjacent streets.

b. The CMAR 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 CMAR will be required to maintain the dust control seal to meet the requirements of this section. The CMAR shall submit the proposed method of sealing to the Engineer for approval prior to its use.

c. In addition, the CMAR shall use operational controls to reduce the dust potential of stockpiles. These operational controls may include but are not limited to:

d. Locating stockpiles behind natural or manufactured windbreaks.

e. Locating the working area on the leeward side of the active piles.

f. 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.

g. Limiting the height of the stockpile.

h. Minimize vehicle traffic, and vehicle speeds, in and around stockpiles.

i. Add or remove material from the downwind portion of the storage pile.

j. Avoid steep sides or faces on stockpiles.

3. Requirements for the Use of Recycled Materials during Construction. CMAR is encouraged to review specifications for acceptability of recycled materials in the construction of the Work.

4. The CMAR shall submit a CMAR Recycling Plan (CRP) at least 45 days prior to Construction Notice to Proceed for approval by the Engineer. The CMAR Recycling Plan 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.

5. Requirements for the Recycling of Construction and Demolition Waste. CMAR, to the extent possible, shall reuse materials in the production of the Work. Recycled materials may be processed and reused on-site, subject to the Special Provisions, or may be transported to an off-site facility.

E. Air Quality

1. Construction-Related Measures.

a. CMAR 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 CMAR shall use CARB certified alternative fuel or low emission vehicles where commercially available and to the maximum extent practicable.

b. The CMAR shall prepare and submit to the Engineer for approval, at least 45 days prior to Construction Notice to Proceed, a Diesel Emissions Control Plan (DECP) and a list of all equipment to be used, including Sub-Contractors' 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 CMAR shall ensure that equipment is in proper working order, and regularly maintained as to minimize harmful emissions. In addition, CMAR shall ensure that all vehicles and equipment conform to SCAQMD Rule 401 as it pertains to exhaust opacity.

c. 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](http://www.arb.ca.gov)). These devices shall primarily reduce diesel emissions of Particulate Matter (PM), including fine PM and secondarily, reduce NO<sub>x</sub> 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 CMARs and Sub-Contractors, including leased and rental equipment.

d. 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 CMAR 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.

e. 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.

f. 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.

## 2. Fugitive Dust Source Controls.

a. The CMAR shall prepare and submit to the Engineer for approval a Fugitive Dust Control Plan at least 45 days prior to Construction Notice to Proceed. 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 CMAR shall comply with SCAQMD Rule 403.

b. The CMAR 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.

c. 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 CMAR 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.

d. The CMAR 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.

e. The CMAR 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 CMAR shall use non-potable water as the preferred method for dust control on dirt haul roads.

f. The CMAR 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 CMAR shall respond and take corrective action within 24 hours and as directed by the Engineer. The CMAR shall demonstrate to the satisfaction of the Engineer that all ground surfaces are covered or treated sufficiently to minimize fugitive dust emissions.

g. The CMAR 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."

h. The CMAR 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.

i. The CMAR 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.

3. On-Road Mobile Source Controls. To the maximum extent feasible, the CMAR shall require construction employees to commute during off-peak hours.

a. The CMAR shall make available on-site lunch trucks during construction to minimize off-site worker vehicle trips.

4. Non-Road Mobile Source Controls.

a. The CMAR shall prohibit staging or parking of construction vehicles (including workers' vehicles) on streets adjacent to schools, daycare centers, and hospitals.

b. The CMAR shall prohibit construction diesel vehicles or equipment from idling in excess of the idling restrictions as defined in CARB Vehicle Idling Rule. The CMAR 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. The CMAR 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.

c. Whenever possible, the CMAR shall utilize on-site rock crushing facilities during construction to reuse rock/concrete and minimize off-site truck haul trips.

5. Stationary Point Source Controls.

a. The CMAR shall specify a combination of electricity from power poles and portable diesel- or gasoline-fueled generators using exhaust emission controls.

b. The CMAR 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.

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

d. No emission control device shall increase the emission of any criteria or air toxic pollutant above that which is the standard for that engine.

6. Mobile and Stationary Source Controls.

a. The CMAR shall suspend use of all construction equipment during a second-stage smog alert in the immediate vicinity of the project.

b. The CMAR shall utilize construction equipment having the minimum practical engine size (i.e., lowest appropriate horsepower rating for intended job).

c. The CMAR 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.

d. The CMAR 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.

F. Biotic Resources

CMAR is advised that areas adjacent to the construction staging area, as identified on the plans, have been deemed environmentally sensitive. CMAR 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. 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 CMAR clearing of vegetation within the designated 300 feet buffer shall be undertaken after August 15 and before March 15.

G. Fire And Police

The CMAR 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.

H. Land Use And Noise

1. Noise Control Devices.

a. The CMAR shall prepare for submittal and approval to the Engineer a project Construction Noise Control Plan (CNCNCP) within 30 days after Notice to Proceed. The CNCNCP shall describe how the CMAR 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 CNCNCP is to control noise impacts to Noise Sensitive Areas as defined earlier in this Section. The CNCNCP 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.

b. Possible noise control measures to be proposed may include, but shall not be limited to, devices such as equipment mufflers, enclosures, and barriers on all construction equipment to reduce noise impacts. Natural and artificial barriers such as existing dirt berms, ground elevation changes, solid fencing, and existing buildings can be utilized, where appropriate, to shield construction noise.

c. 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.

d. Construction equipment not complying with the requirements of the CNCNCP shall be replaced with compliant equipment except where specifically approved by the Engineer. The CMAR shall remedy environmental malfunctions within 24 hours of discovery of such or the equipment shall be removed from the site.

e. This requirement shall not relieve the CMAR from the responsibility for complying with local ordinances regulating noise level should they be more stringent.

f. 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 earlier in this section and operated within 600’ of a noise sensitive area shall have barriers provided to mitigate

noise. Alternately, the CMAR shall implement other noise mitigation measures as approved by the Engineer.

g. The CMAR shall utilize rubber-tired or rubber-tracked equipment, if feasible, as determined by the Engineer for the type of work being performed. The CMAR shall document the use of all tracked equipment and why a rubber tired unit would not suffice.

h. At no time shall any truck equipped with an “engine brake” utilize the engine brake while on site or on designated routes.

i. Construction equipment noise control devices shall be properly installed, maintained and utilized by the CMAR.

2. 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.

3. Equipment Replacement. The CMAR shall replace equipment not complying with the requirements of the CNCP with compliant equipment, except where specifically approved by the Engineer. The CMAR shall remedy non-compliant equipment within 24 hours or the equipment shall be removed from the project site.

4. Construction Scheduling. To the maximum extent possible, the CMAR shall schedule the timing and sequence of the noisiest on-site construction activities to avoid sensitive times as specified. Sensitive times are defined previously.

#### I. Environmental Justice

A minimum of two members of the CMAR’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 Contractors. The program will be coordinated by the Engineer.

#### J. Archaeological/Paleontological Findings

1. 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

2. The CMAR key personnel and applicable other staff 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).

3. The training session will be provided at the jobsite and administered by LAWA. The training session is expected to take approximately 2 hours.

4. Periodic sampling for archaeological and paleontological discoveries will take place by LAWA at grading and excavation areas/sites. The CMAR shall make grading and excavation sites available, as directed by the Engineer, in order for these samples to be collected.

5. If the CMAR's excavating operations encounter artifacts of historical, archaeological, or paleontological significance, the operations shall be temporarily discontinued and the CMAR shall cordon off the affected areas and continue working in other areas of the project. At the direction of the Engineer, the CMAR shall excavate the site in such a manner as to preserve the artifacts encountered and to allow for their removal.

6. If human remains are found, all grading and excavation activities in the vicinity shall be temporarily discontinued. The CMAR shall relocate all construction activities in the vicinity of the discovery to an area at least 100' away. The CMAR shall immediately contact the Engineer.

#### K. Procedure For The Management Of Contaminated Materials Encountered During Construction

1. 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

2. CMARs 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.

3. 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 CMAR's Health and Safety Plan.

4. In the case of any spill or discovery of unknown contamination, especially when odors or fumes are detected from such onsite material, the CMAR 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.

5. LAWA maintains an approved list of hazardous waste service vendors that include transporters and Transportation Storage and Disposal Facilities. The CMAR shall obtain and maintain a current list of such approved vendors.

6. CMAR may not introduce chemicals to an LAX site without prior approval from the Engineer. In case of such approval, CMAR shall provide complete Material Safety Data Sheets (MSDS) to the Engineer.

7. The CMAR 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.

L. Contaminated Soil Testing.

1. Oil company pipelines, and pipelines for the LAX fuel hydrant system, are known to exist onsite. The location of these pipelines has been identified on the plans, to the best of LAWA's knowledge, in order to avoid accidental damage. The CMAR shall be responsible for field locating these lines and for exercising caution while working in their proximity.

2. The CMAR 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 CMAR 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 CMAR, 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 by change order or by using an allowance item on the schedule of work and prices included in the associated CGMP.

3. For all work associated with contaminated soil remediation, the CMAR will be compensated by a change order or by using an allowance item on the schedule of work and prices included in the associated CGMP. All work shall be pre-approved by the Engineer in order to be eligible for payment under this item.

M. Compliance And Enforcement

It is the CMAR's responsibility to be in compliance with all the requirements in these specifications. The CMAR shall provide to the Engineer a monthly summary status report of compliance of this Section. The Engineer will randomly monitor the CMAR'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.

N. Procedures For The Management Of Hazardous Material Encountered During Structure Demolition

If hazardous materials, not previously identified in the building hazardous material inspection reports, are encountered during structure demolition, the CMAR shall immediately inform the Engineer and the onsite Environmental Management Services (EMS) representative and await direction from the Engineer.

O. Hazardous and Other Regulated Substances

1. Except as otherwise permitted in the Contract Documents, the CMAR 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

2. Except for claims arising from the City's sole or active negligence or willful misconduct, the CMAR agrees that any damages, penalties or fines levied against the City and/or the CMAR as a result of noncompliance with any of the above shall be the sole responsibility of the CMAR and, further, that the CMAR shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City incurs, or pays, as a result of noncompliance.

3. 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 CMAR, or anyone directly or indirectly employed or under contract to the CMAR, the CMAR 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 CMAR, or by any of its subcontractors, employees, agents, or servants, which affects the City's property, or property(ies) of the City's tenant(s), the CMAR 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.

4. If, after reasonable notice, the CMAR fails to repair, clean-up, properly dispose of, or take any other corrective action(s) as required by the Contract Documents, the Engineer 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 the City shall be at CMAR's sole cost and expense, including any and all costs (including any administrative costs) which City incurs, or pays, as a result of any repair, clean-up or corrective action it takes.

5. If the CMAR 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 CMAR agrees, upon the expiration and/or termination of this Contract, to remove and/or clean up, at the sole option of The Engineer, the above-referred to improvements. Said removal and/or clean-up shall be at CMAR'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 the Engineer.

6. CMAR shall promptly supply City with copies of all notices, reports, correspondence and submissions made by the CMAR to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up, including all tests results.

7. Notwithstanding the foregoing sections of this Section:

- (i) The CMAR 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 CMAR in writing prior to commencement of the Work. To the extent hazardous substances are discovered that were not introduced to the site by the CMAR and not disclosed to the CMAR prior to commencing Work, the parties agree that the CMAR shall properly address such hazardous substances by removal or other appropriate measure. With respect to the remediation of hazardous substances not disclosed to the CMAR prior to commencing the Work, the CMAR is entitled to additional compensation. With respect to hazardous substances that the CMAR does not introduce to the site, the CMAR does not assume liability or responsibility as a “generator”, but the CMAR is responsible to the extent the CMAR negligently performs the work necessary to properly test, handle, transport or dispose of such hazardous substances.
- (ii) The CMAR’s obligation to remediate hazardous substances is limited to the Scope of Work identified in the Contract Documents. The CMAR has no obligation to identify, abate and/or remediate hazardous substances not directly affected by the scope of Work; however, the CMAR will identify, abate and/or remediate hazardous substances not included in the scope of work as directed in writing by the Engineer.
- (iii) The CMAR 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.

- (iv) The City shall retain title to all pre-existing hazardous substances removed as part of the CMAR's Work, and title shall not transfer to the CMAR. The City agrees to sign all manifests as Owner of all such pre-existing hazardous substances. Hazardous substances introduced onto the site by the CMAR shall remain titled to the CMAR.

8. This General Requirement and the obligation(s) contained therein, shall survive the expiration or earlier termination of this Contract.

#### **ARTICLE - 01 35 53 Security Procedures**

A. The CMAR shall comply with all requirements of the Airport Security Plan (ASP) and with the security requirements specified herein and required by other governmental agencies having jurisdiction. The CMAR shall conform to all laws and regulations affecting the Work Site procedures and programs expressly including but not limited to, jobsite safety, security, alcohol and drugs.

B. The CMAR is solely responsible for obtaining any procedures from LAWA prior to commencement of Work and hereby releases LAWA from any and all claims based upon its failure to either become familiar with the governing procedures and programs or its failure to comply with them.

C. Security of the airport perimeter within the CMAR's work area shall be the responsibility of the CMAR. The Work Site is on the AOA of the Los Angeles International Airport, therefore, the CMAR shall maintain the airport security at all times and conduct all operations in a manner that will cause no interference with airplane traffic or normal operation of the airport.

D. Following are the general security requirements and objectives that must be achieved to maximize safety and to minimize time and economic loss to the aviation community, construction contractors, and others directly or indirectly affected by the project.

- 1. **IDENTIFICATION OF EMPLOYEES.** Before work begins the CMAR shall be responsible for securing all clearances necessary for their employees. This includes Airlines, and the AGENCY as maybe required. Because airfield access is necessary to perform this work all

employees require AGENCY identification. All persons hired by the CMAR shall be his/her responsibility concerning security matters at the airport. The CMAR shall abide by all regulations required by FAA, TSA and the LAWA. All CMAR personnel working on the project shall have Los Angeles International Airport (LAX) issued identification/access badges. Refer to Appendix A – LAX Security Badge Program Enrollment Requirement for further information.

2. AIRFIELD DRIVING - ESCORT. Before any field construction work begins, the CMAR or Sub-Contractor shall coordinate with the Airport Police, Security Technology Section (Telephone 1-310-646-0508) regarding specific requirements for the operation of vehicles on airport property or securing a driving escort. The CMAR shall have \$5,000,000 of insurance on file with AGENCY'S Risk Management Bureau before entering the airfield.

3. VEHICLE PARKING. CMAR shall be responsible for securing all necessary parking permits. No curbside parking is allowed on the Airport property. The CMAR will be allowed to take only the vehicles necessary for actual work on the airfield site. All additional vehicles will be parked off the airfield. The number of vehicles allowed on the airfield must be approved by AGENCY'S designee and his/her decisions are final.

4. SECURITY MEETING: An Airport Security meeting shall be conducted prior to the start of construction on any Work Package Component with the CMAR, all associated Component subcontractors, the Engineer and other LAWA Divisions. This meeting will clarify the contract documents and security requirements throughout the construction.

5. SECURITY MANAGER: CMAR shall designate and submit to the Engineer in writing a Security Manager who will have primary responsibility for the Contractor's compliance with security requirements. The CMAR's Security Manager will be responsible for all security precautions. Prior to the commencement of the work, the CMAR 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

6. PERIMETER FENCE SECURITY

a. CMAR 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.

b. Prior to securing work each evening, CMAR 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.

c. Ten Foot Rule: No Contractor 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.

d. Use of AOA Access Gates: The AOA gate shown on the drawings shall be used for access to the worksites. Use of a gate for continuous access will require the CMAR to staff the area of the gate with guards trained to perform vehicle inspection with a LAWA-issued identification badge, equipped with cell phones or radios, portable lights, and a guard shack. The CMAR shall schedule with the Engineer a minimum of 24 hours prior to requiring access through any AOA gates.

e. Prior to removing or making holes in the Airport perimeter fencing, the CMAR shall obtain permission and written approval from the Engineer, and take adequate precautions to prevent entry of unauthorized personnel or animals. The CMAR shall schedule the work to ensure security at all times. Any Temporary opening in the Airport Security Fence to facilitate access, relocation, and/or replacement shall be assigned a full time security guard.

## 7. SENSITIVE SECURITY INFORMATION (SSI)

a. Except as otherwise provided in this section, records containing SSI are not available for public inspection or copying. Los Angeles International Airport will not release such records to persons without a need to know. CMAR will not release SSI records to any subcontractor without a need to know. An employee or contractor has a "need to know" SSI if access to the information is necessary for performance of his or her official duties.

b. Unauthorized disclosure of SSI is a Federal violation of 49 CFR Part 1520 and violation is grounds for a civil penalty and other enforcement action by the Department of Homeland Security. In addition to the civil penalties, corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure, an order to cease future unauthorized disclosure, and dismissal from the worksite.

c. Except as otherwise provided in writing by the TSA in the interest of public safety or airport security, the following information and records containing such information constitute SSI:

- (1) Information that would be detrimental to the security of Los Angeles International Airport and aviation transportation.
- (2) Any performance specification, including a description of devices and procedures used by Los Angeles International Airport, for the detection of any weapon, explosive, incendiary, or destructive substance.
- (3) Any performance specification, including a description of devices and procedures, for any communications equipment used by Los Angeles International Airport in carrying out any aviation transportation security requirements.
- (4) Details of any security inspection or investigation of an alleged violation of aviation transportation security requirements of Federal law that could reveal a security vulnerability.
- (5) Specific details of aviation transportation security measures including those recommended by the Federal government.
- (6) The following information regarding security screening under aviation transportation security requirements of Federal law:
  - (i) Procedures for screening of persons, property, checked baggage, U.S. mail and cargo.
  - (ii) Used by a passenger or property screening program or system, including an automated screening system.
  - (iii) Detailed information, if determined by the TSA to be SSI, about the locations at which particular screening methods or equipment are used.
  - (iv) Performance or test data from security equipment or screening systems.
- (7) Identifying information of certain aviation transportation security personnel including lists of the names or other

identifying information that identify persons as having unescorted access to a secure area of the airport

- (8) Critical aviation asset information identifying systems so vital to the airport that the incapacity or destruction of such assets would have a debilitating impact on aviation security.
- (9) Any information involving the security of operational or administrative data systems identified by the Department of Transportation or Department of Homeland Security as critical to the safety or security of Los Angeles International Airport.
- (10) Solicited or unsolicited proposals, pursuant to a grant or contract, to perform work that relates to security measures.

d. Restrictions on the Disclosure of SSI.

- (1) Employees and contractors working onsite have a duty to protect sensitive security information and must take reasonable steps to safeguard SSI in that person's possession from unauthorized disclosure. When a person is not in physical possession of SSI, the person must store it in a secure container such as a locked desk, a locked file cabinet, or in a locked room. SSI is to be disclosed only to persons having a need to know as authorized in writing by the TSA or the Secretary of the Department of Transportation. Requests for SSI are to be referred to TSA or to the applicable agency within the Department of Transportation or Department of Homeland Security.
- (2) Prior to receiving SSI records, contractors must sign the Confidentiality and Non-Disclosure Agreement, stating that SSI will be guarded from unauthorized persons, that records will be controlled while in use and secured when not in use, and that all SSI plans and records will be returned to the airport or destroyed following the completion of the project.
- (3) Return or destruction of SSI documents must be done in a timely manner and documented on the SSI Return or Destruction Compliance Form. Companies under contract to the City must return or destroy all SSI material following the completion of the work.

e. If a record containing SSI is received that is not marked as specified below:

(1) Paper records containing SSI must have the protective marking conspicuously placed on the top of the document, and the distribution limitation statement on the bottom of the document.

(i) Protective Marking.

The protective marking is: SENSITIVE SECURITY INFORMATION

(ii) Distribution Limitation Statement.

The distribution limitation statement is: WARNING: This record 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. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

(2) Non-paper records that contain SSI must have the protective marking and the distribution limitation statement clearly and conspicuously marked such that the viewer or listener is reasonably likely to see them when obtaining access to the contents of the record. Non-paper records may include motion picture files, videotape recordings, audio recordings, and electronic and magnetic records.

f. Destruction of SSI

(1) When the employee or contractor no longer needs the SSI to carry out their work requirements, the SSI must be completely destroyed by burning or cross-shredding to preclude recognition or reconstruction of the information.

## 01 40 00 QUALITY REQUIREMENTS

## **01 43 00 Quality Assurance**

### **A. Purpose And Overview**

To provide guidance to LAWA inspectors in ensuring that the CMAR establishes and maintains an effective Quality Control Program as required in the Contract Documents.

### **B. Scope**

1. The CMAR shall be solely responsible for Quality Control, and shall establish a Quality Control Program for the construction work. The LAWA Project Inspectors and the LAWA Quality Manager shall perform Quality Assurance of the CMAR's Program. The Quality Control program shall address administration, management, supervision, reports, record-keeping, submittals, and services of independent testing agencies and labs or other services required to be provided by the CMAR, for all work performed under the Contract. Quality Control services are required to verify compliance with requirements specified or indicated and do not relieve the CMAR of responsibility for compliance with the Contract Documents.

2. The Quality Assurance program shall monitor performance of Quality Control implementation and reporting. All items or materials, equipment and work in place shall be subject to surveillance testing and inspection by LAWA for the purposes of Quality Assurance.

### **C. References**

1. Technical Specifications
2. LAWA Quality Assurance During Construction Manual

### **D. Definitions**

1. Quality Control Program – An organization and methodology to perform the CMAR's inspection and tests of all items of work including that of its subcontractors, ensuring conformance to applicable technical specifications and drawings with respect to materials, codes, workmanship, storage, installation, construction, finishes, functional performance, and identification as indicated in Contract Documents.

2. Quality Assurance – Surveillance testing and inspection of materials, equipment and work in place to determine if producer, manufacturer, shipper and CMAR maintain adequate inspection systems that ensure conformance to the applicable specifications and drawings with respect to materials, workmanship, construction, finish, functional performance and identification.

3. Daily Reports – Daily log of all inspections performed for both CMAR and subcontractor operations including compliance with shop submittals, identification by specification section and schedule activity of inspections, tests, and retests conducted, results of inspections and test, location and nature of defects found, causes for rejection and remedial or corrective actions taken or proposed.
4. Immediate Notification of Deficiencies – Written notification of a failed test or inspection, followed up with the required written reports.
5. Deficiency Report – Weekly report identifying all substandard inspections and tests taken during the week including identification by specification section and schedule activity of the inspection or test, location and nature of the defects, causes for rejection and remedial actions taken or proposed. Also identifies corrective actions taken or proposed for any open items on prior Deficiency Reports including a scheduled date for resolution of each item.
6. Inspection Control Log – A chronological record of each inspection and test performed by the CMAR, including the nature of the inspection, test or retest, the date performed, the results, causes for rejection, remedial action or corrective action taken and dates of subsequent inspections and retests, and final acceptance. This log is updated and discussed in each weekly progress meeting.

E. Responsibilities

1. LAWA Quality Manager and Project Inspector
  - a. Ensures CMAR's compliance with Quality Control program and specifications.
2. CMAR
  - a. Establishes a Quality Control Program and Plan, detailing quality control procedures and related documentation, approved by the LAWA Quality Manager/Project Inspector prior to start of any construction or off-site fabrication.
  - b. Provides sufficient qualified personnel to monitor work quality at all times.
  - c. Maintains and submits to the LAWA Quality Manager the Quality Control records and reports including Daily Reports, Immediate Notification of Deficiencies, Deficiency Reports, and Inspection Control Logs.

d. Cooperates with LAWA Project Inspector, testing, and laboratory representatives, and provides safe access to all parts of Work and to manufacturer's or supplier's operations.

3. CMAR Quality Control Manager

- a. In charge of CMAR's Quality Control Program.
- b. Ensures compliance with Contract Documents.

F. Procedure

|                      |  |
|----------------------|--|
| CMAR                 | <p>1.. Prior to start of work and/or off-site fabrication, establishes a Quality Control Program, writes a Quality Control Plan, and assembles a team made up of (at minimum):</p> <ul style="list-style-type: none"> <li>• Quality Control Manager,</li> <li>• Quality Control Inspectors,</li> <li>• Testing Laboratories/Manufacturer's Representatives.</li> </ul> |
|                      | <p>2. Meets with CMAR before Quality Control Plan is officially submitted to develop a mutual understanding of the details of the plan, including forms, inspections, administration of plan, and interrelationship of Contractor and LAWA inspection.</p>   |
| CMAR                 | <p>3. Prepares minutes of meeting with the LAWA Quality Manager and incorporates into Quality Control Plan – officially submits for approval.</p> <p>4. Notifies the LAWA Quality Manager in writing of any proposed change to the Plan. No such change shall be implemented prior to the LAWA Quality Manager's approval in writing.</p>                              |
| LAWA Quality Manager | <p>5. If the LAWA Quality Manager determines the CMAR's Quality Control Plan, personnel, inspections, tests or records are not adequate, corrective action shall be taken as directed prior to payment of the next CMAR application for payment.</p>   |
| CMAR                 | <p>6.. Maintains and submits to the LAWA Quality Manager the following Quality Control reports:</p> <ul style="list-style-type: none"> <li>• Daily Reports</li> <li>• Immediate Notification of Deficiencies</li> </ul>  |

|                      |   |
|----------------------|---|
|                      | <ul style="list-style-type: none"> <li>• Deficiency Report</li> <li>• Inspection Control Log</li> </ul>   |
| LAWA Quality Manager | <p>7.. During the course of work, reviews Quality Control reports regularly and conducts periodic audits.</p> <p>8. If severe deficiencies are discovered through review of QC reports or periodic audit the LAWA Quality Manager initiate corrective action.</p> |

G. Performance Evaluation

Performance in accordance with this procedure will be evaluated by the LAWA Quality Manager on a monthly basis utilizing the following criteria: timeliness, response, accuracy.

**01 45 00 Quality Control**

A. The CMAR shall establish, provide, and maintain an effective Quality Control (QC) Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the CMAR, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the CMAR shall assume full responsibility for accomplishing the stated purpose. All aspects of the quality control program shall be the CMAR’s responsibility.

1. The intent of this section is to enable the CMAR to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the CMAR and LAWA that the specification requirements are met and survey/coordinates are conformed.
- c. Allow the CMAR as much latitude as possible to develop his or her own standard of control.

2. The CMAR shall submit, during the Pre-Construction Phase, his/her understanding of the quality control requirements. The CMAR shall not begin any construction or production of materials to be incorporated into the completed work until the written Quality Control Program has been reviewed by LAWA. No partial payment will be

made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

3. The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of LAWA. LAWA will operate an active Quality Assurance program for oversight of all projects including the CMAR activities.

B. Description Of Program.

1. General Description. The CMAR shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the CMAR to establish an effective level of quality control.

2. Quality Control Program. The CMAR shall describe the Quality Control Program in a written document which shall be approved by LAWA prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to LAWA for review and approval at least 21 calendar days before the start of construction.

3. The Quality Control Program shall be organized to address all architectural, civil, structural, and system items, as a minimum the following items shall be included:

- a. Quality control organization;
- b. Project progress schedule;
- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing plan;
- f. Documentation of quality control activities;

g. Requirements for corrective action when quality control and/or acceptance criteria are not met;

h. A letter from CMAR confirming that the Quality Control Manager has the authority to reject materials and work without concurrence by site superintendant.

4. The CMAR is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

### C. Quality Control Organization

1. The CMAR's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

2. The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of this Contract. The organizational chart shall indicate which personnel are CMAR employees and which are provided by an outside organization.

3. The quality control organization shall consist of the following minimum personnel:

#### a. Quality Control (QC) Manager.

(1) The QC Manager shall be a full-time employee of the CMAR, or a consultant engaged by the CMAR. The QC Manager shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract, and shall be a professional engineer registered by the State of California with 1 year of airport experience acceptable to LAWA.

(2) The QC Manager shall have full authority to institute any and all actions necessary for the successful

implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The QC Manager shall report directly to a responsible officer of the CMAR firm. The QC Manager shall be 100% dedicated to this project and shall have no other duties.

b. Control Technicians.

- (1) A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program will be provided by the CMAR. These personnel will be engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician.
- (2) The quality control technicians shall report directly to the QC Manager and shall perform the following functions:
  - (i) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications.
  - (ii) Oversight of the performance of all quality control tests as required by the technical specifications.

c. Staffing Levels.

- (1) The CMAR shall provide sufficient qualified quality control personnel to inspect each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

D. Submittals Schedule

The QC Manager shall review the submittal schedule, before it is transmitted to the Engineer and shall track required submittals.

E. Inspection Requirements

1. Quality control inspection functions shall be organized to provide inspections for all definable features of work.
2. Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work.

F. Quality Control Testing Plan

As a part of the overall Quality Control Program, the CMAR shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the CMAR deems necessary to adequately control production and/or construction processes.

G. Documentation

1. The CMAR shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
2. These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the LAWA daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CMAR's QC Manager.

H. Corrective Action Requirements

1. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.
2. The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

3. When applicable or required by the technical specifications, the CMAR shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

I. Surveillance By LAWA

1. All items of material and equipment shall be subject to surveillance by LAWA at the point of production, manufacture or shipment to determine if the CMAR, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by LAWA at the site for the same purpose.

2. Surveillance by the LAWA does not relieve the CMAR of performing quality control inspections of either on-site or offsite CMAR's or subcontractor's work.

J. Noncompliance

1. The LAWA will notify the CMAR of any noncompliance with any of the foregoing requirements. The CMAR shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by LAWA or his/her authorized representative to the CMAR or his/her authorized representative at the site of the work, shall be considered sufficient notice.

2. In cases where quality control activities do not comply with either the CMAR's Quality Control Program or the contract provisions, or where the CMAR fails to properly operate and maintain an effective Quality Control Program, as determined by LAWA, the LAWA may:

a. Order the CMAR to replace ineffective or unqualified quality control personnel or subcontractors.

b. Order the CMAR to stop operations until appropriate corrective actions is taken. This shall not be cause for claiming delay costs or a contract time extension.

**01 60 00 PRODUCT REQUIREMENTS**

**01 61 00 Common Product Requirements**  
**ARTICLE 01 61 13 Prolog Manager® Project Management Software**

A. Purpose And Overview

1. LAWA is providing Prolog Manager® Project Management Software licenses and a portal to CMAR, designers of record, and selected project participants on the TBIT Reconfiguration 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 CMAR will be responsible for costs associated with using this service.

2. 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.

3. 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 contractors, and CMAR organizations.

C. Definitions

1. Web-based – The Prolog® software is accessible on the Internet by a LAWA provided access and a password.

2. 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.

3. 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 Manager® 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.

2. 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.

2. All staff and project members will enter and perform their work daily on the Prolog® Modules

3. 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.

4. Monthly Reports will be prepared from data entered and accessed through Prolog® for submission to LAWA.

5. Document Control items will be filed and made available electronically through Prolog®.

**01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS**

**01 74 19 Construction Waste Management and Disposal**

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction 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 or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 1.3 PERFORMANCE GOALS REQUIREMENTS

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of at least 75 percent by weight of total waste generated by the Work.
- B. Salvage/Recycle Requirements: Salvage and recycle as much nonhazardous demolition and construction waste as possible. The Owner has established a minimum goal of 75 percent by weight of total waste generated by the Work for the following materials:

- 1. Demolition Waste:
  - a. Asphaltic concrete paving.
  - b. Concrete.
  - c. Concrete reinforcing steel.
  - d. Wood sheet materials.
  - e. Wood trim.
  - f. Metals.
  - g. Roofing.
  - h. Insulation.
  - i. Carpet and pad.
  - j. Gypsum board.
  - k. Piping.
  - l. Electrical conduit.
  - m. Site-clearing waste.
  - n. Masonry and CMU.
  - o. Lumber.
- 2. Construction Waste:
  - a. Site-clearing waste.
  - b. Masonry and CMU.
  - c. Lumber.

- d. Wood sheet materials.
- e. Wood trim.
- f. Metals.
- g. Roofing.
- h. Insulation.
- i. Carpet and pad.
- j. Gypsum board.
- k. Piping.
- l. Electrical conduit.
- m. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - (1) Paper.
  - (2) Cardboard.
  - (3) Boxes.
  - (4) Plastic sheet and film.
  - (5) Polystyrene packaging.
  - (6) Wood crates.
  - (7) Plastic pails.

#### 1.4. SUBMITTALS

- A. Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the Notice of Award.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three copies of reports. Include separate reports for demolition and construction waste. Include the following information:
  - 1. Material category.
  - 2. Generation point of waste.
  - 3. Total quantity of waste in tons.
  - 4. Quantity of waste salvaged, both estimated and actual in tons.
  - 5. Quantity of waste recycled, both estimated and actual in tons.
  - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
  - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Forms: Prepare waste reduction progress reports on forms included at end of Part 3.

- D. Waste Reduction Calculations: Before request for Substantial Completion, submit 3 copies of calculated Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- E. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- F. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- G. 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.
- H. 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.
- I. LEED Submittal: LEED letter template for Credit MR 2.1 and MR 2.2, signed by CMAR, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- K. LAWA Sustainable Airport Planning, Design and Construction Guidelines, Statement of Certification and back up documentation for CN6 WM 1.

## 1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to review methods and procedures related to waste management including, but not limited to, the following:
  1. Review and discuss waste management plan.
  2. Review requirements for documenting quantities of each type of waste and its disposition.
  3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  5. Review waste management requirements for each trade.

## 1.6 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste

reduction work plan, and cost/revenue analysis. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

- B. Waste Identification: Indicate anticipated types and quantities of demolition site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. 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, and handling and transportation procedures.
  - 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.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
  - 1. Total quantity of waste.
  - 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
  - 3. Total cost of disposal (with no waste management).
  - 4. Revenue from salvaged materials.
  - 5. Revenue from recycled materials.

6. Savings in hauling and tipping fees by donating materials.
  7. Savings in hauling and tipping fees that are avoided.
  8. Handling and transportation costs. Include cost of collection containers for each type of waste.
  9. Net additional cost or net savings from waste management plan.
- E. Forms: Prepare waste management plan on forms included at end of Part 3.

## 2. PART PRODUCTS [Not Used]

## 3. PART EXECUTION

### 3.1 PLAN IMPLEMENTATION

- A. General: Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. 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 everyone concerned within 3 days of submittal return.
  2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. 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 separating materials that are to be salvaged, recycled, reused, donated, and sold.
  2. Comply with all requirements for Temporary Facilities and Controls, for controlling dust and dirt, environmental protection, and noise control Article 01 35 43.13.

### 3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
  1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until installation.
  4. Protect items from damage during transport and storage.

5. 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.

### 3.3 RECYCLING, DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Receivers and Processors: Licensed entity normally engaged in the business of receiving, recycling, and processing waste materials with a minimum of 5 years of documented experience with the types of waste products to be processed under the provisions of this section.
- C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and CMAR.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
  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.
  2. Inspect containers and bins for contamination and remove contaminated materials if found.
  3. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  4. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  5. Store components off the ground and protect from the weather.
  6. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

### 3.4 RECYCLING DEMOLITION WASTE

- A. Bituminous Concrete Paving: Crush bituminous concrete paving and screen to comply with requirements in Division 2 [Section 31 20 00 - Earth Moving, for use as general fill] [and] [or] [Section 32 12 16 - Asphalt Paving] [and] [Section 32 13 13 - Concrete Pavement] [as granular base].

\*\*\*\* OR \*\*\*\*

- B. Bituminous Concrete Paving: Break up and transport paving to asphalt-recycling facility.
- C. Concrete Reinforcement: Remove reinforcement and other metals from concrete and sort with other metals.
- D. Concrete: Break up and transport to concrete-recycling facility.
- E. Concrete: Crush concrete and screen to comply with requirements in Division 2 [Section 31 20 00 – Earth Moving for use as satisfactory soil for fill] [and] [or] [Section 32 12 16 - Asphalt Paving] [and] [Section 32 13 13 - Concrete Paving] [as granular base].
- F. Conduit: Reduce conduit to straight lengths and store by type and size.

### 3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Site-Clearing Wastes: Chip brush, branches, and trees on-site.
  - 1. Comply with requirements in Division 32 Section 32 90 00 - Planting for use of chipped organic waste as organic mulch.
- C. Wood Materials:
  - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
  - 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
  - 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

### 3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

- B. Do not allow waste materials that are to be disposed of accumulate on-site. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Burning: Do not burn waste materials.
- D. Disposal: Transport waste materials off Owner's property and legally dispose of them.

### 3.7 FORMS

#### A. Waste Management Plan Forms Attached:

- 1. Construction Waste Reduction Progress Report.
- 2. Demolition Waste Reduction Progress Report.
- 3. Construction Waste Identification.
- 4. Demolition Waste Identification.
- 5. Construction Waste Reduction Work Plan.
- 6. Demolition Waste Reduction Work Plan.
- 7. Cost/Revenue Analysis of Construction Waste Reduction Work Plan.
- 8. Cost/Revenue Analysis of Demolition Waste Reduction Work Plan.

### **01 77 00 Closeout Procedures**

#### **ARTICLE – 01 77 01 Substantial Completion**

- A. When the CMAR determines that the Work is Substantially Complete, the CMAR shall submit its Notice of Substantial Completion of the Work including a list of minor items (CMAR'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 CMAR's Notice of Substantial Completion of the Work, LAWA, CMAR, 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 CMAR 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 issued by LAWA to the CMAR to evidence the responsibilities assigned in

such Certificate. The Certificate of Partial Acceptance shall not relieve the CMAR 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 CMAR 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 CMAR for security, maintenance, property insurance premiums, and damage to the Work, list the items still to be completed by the CMAR, and fix the time, not to exceed 120 calendar days, within which the CMAR shall complete the items listed therein. Should the CMAR 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 CMAR for the cost of completion of that work.

F. The CMAR 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 CMAR or deducted from the payments then or thereafter due the CMAR. If the payments then or thereafter due the CMAR are not sufficient to cover such amount, the CMAR shall pay the difference to LAWA.

## **ARTICLE – 01 77 02 Final Completion And Acceptance Of The Work**

### **A. Final Completion**

1. When the CMAR considers that the Work is complete, it shall submit written certification that:

a. Work has been inspected by the CMAR 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.
  - g. [Intentionally deleted]
  - 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 CMAR in writing, listing incomplete or defective work.
  - b. The CMAR shall take immediate steps to remedy stated deficiencies and send a second written certification to LAWA that Work is complete.
  - c. LAWA will then reinspect 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 CMAR's final payment if the work is not promptly corrected.

**B. Final Acceptance**

1. Within 120 days after Substantial Completion, 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 all submittals have been made and accepted, all as-builts and record documents have been completed and accepted, all Change Orders executed, all final quantities agreed to, and all other Contract Requirements, except for possible future warranty and guarantee work have been accomplished, LAWA shall issue a document evidencing Final Acceptance. Final payment may then be processed in accordance with the Contract.

2. The final closeout period shall not exceed 120 days from Substantial Completion. LAWA will not provide any compensation for work performed from the period of Substantial Completion.

3. All personnel badges and vehicle permits must be returned to LAWA Airport Security upon Final Completion and Acceptance of the Work.

C. Final Adjustments of Accounts

1. Submit a Final Statement of Accounting to LAWA.

2. The Final Statement of Accounting shall reflect all adjustments to the contract amount and shall include the following:

- a. The original contract amount.
- b. Additions and deductions resulting from:
  - (1) CGMPs.
  - (2) Allowances.
  - (3) Final quantities for unit price items. Along with this statement shall be detailed backup for the quantities.
  - (4) Deductions for corrected work.
  - (5) Penalties.
  - (6) Deductions for liquidated damages.
  - (7) Deductions for reinspection payments.
  - (8) City resurveys required due to the CMAR.
  - (9) Use of Contingency
  - (10) Other adjustments.
  - (11) Total contract amount, as adjusted.
  - (12) Previous payments.
  - (13) Contingency Savings remaining due LAWA.

3. LAWA may, at LAWA's sole discretion, perform an audit in accordance with Section 00 72 13.08 to verify actual costs of the Work and Final Statement of Accounting.

4. If required, LAWA will prepare a final change order, reflecting approved adjustments to a CGMP or the AGMP within the Contract sum which was not previously made by change order.

**01 78 00 Closeout Submittals**

**ARTICLE 01 78 36 Warranties**

A. All Work shall be warranted by the CMAR against defective workmanship and materials for the warranty period specified in the Contract Technical Specifications or one (1) year after the date of the Final Acceptance of the Work by LAWA, whichever is later. Neither Final Acceptance nor the final payment nor any provision in the Contract Documents shall relieve the CMAR of responsibility for faulty material or quality of Work. The CMAR shall have the faithful performance bond remain in full effect for the warranty period or one (1) year after all Work required by the Contract is completed and received Final Acceptance by The Executive Director Designee, whichever is longer.

B. The CMAR shall replace or repair any such defective Work in a manner satisfactory to LAWA, after notice to do so from LAWA and within the time specified in the notice.