REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: August 22, 2025

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Council File No. 15-1207-S1
Council District: 9

To: The Mayor
The City Council

From: Matthew W. Szabo, City Administrative Officer

Subject: **FINAL DIRECTION ON THE LOS ANGELES CONVENTION CENTER EXPANSION AND MODERNIZATION PROJECT**

SUMMARY

On April 9, 2025, the Council gave direction to the City Administrative Offer (CAO), with assistance from the Chief Legislative Analyst (CLA), Bureau of Engineering (BOE), City Tourism Department (CTD), and other relevant departments (City Team) to re-engage in negotiations with AEG Plenary Conventions Los Angeles, LLC (APCLA) to develop a Los Angeles Convention Center Expansion and Modernization Project (Project) under the framework of a Phased Delivery Option (March 2025 Report). The Phased Delivery option presumes that construction of the Project, to be completed by APCLA's selected Design-Build Contractor, The PCL Webcor Joint Venture (PWJV), will commence in October 2025 with the majority of physical construction work completed before the 2028 Olympic and Paralympic Games (2028 Games), the Olympic Readiness Deadline. The balance of the scope would be completed after the 2028 Games with final completion of the project in summer 2029. Pursuant to this direction, the City Team engaged with APCLA through an amended Early Works Agreement (EWA), to continue design development, finalize Technical Requirements (TRs), initiate a Value Engineering (VE) exercise intended to reduce Project costs, complete various permit packages, and refine the Project cost estimate through APCLA's delivery of a Firm Fixed Price (FFP), and Baseline Project Schedule (Schedule) to be submitted as part of their Committed Proposal.

On June 13, 2025, the CAO provided a status update on several key components of the Project (June 2025 Report) including the results of the VE exercise. The June 2025 Report also updated Project revenues and costs, provided additional information on the proposed Signage Program, and highlighted tariff impact concerns. Since the June 2025 Report, the City Team has continued to engage with APCLA to support their delivery of a final Committed Proposal and completion of the Project Agreement (PA). The PA establishes all commercial principles of the Project including construction schedule and price, risk allocation, insurance requirements, and other terms to which the City and APCLA will commit to. These commitments include all aspects of construction, including liquidated damages for late completion, incentives for early completion, Relief Events, the utilization of approved schedule delays (float), the requirements for achieving Olympic Readiness and Substantial Completion, and other mechanisms (including deferral of a portion of APCLA's

development fee) to maximize the likelihood of a timely and on-budget Project.

At this time, the City Team requests final direction from the Council and Mayor on whether to proceed with the Project as proposed. The City Team has received the Committed Proposal from APCLA, which includes the Project's costs and Schedule. The City Team has developed a financing plan, estimated revenues to offset operating costs and debt service, and calculated the net General Fund impact. These details are further explained in this Report. Additionally, while the PA has not been finalized as of the drafting of this Report, resolution on the majority of the PA terms has been reached with APCLA and incorporated into the draft PA attached to this Report (Attachment Two). There are a few PA issues still under review which will need to be resolved including APCLA's proposed approach to obtain a Temporary Certificate of Occupancy (TCO), utility related scopes and allowance amounts, an incentive regime for the PWJV, and the date by which Olympic Readiness will be achieved. All of these PA terms may have a consequential impact on the Project cost and Schedule and therefore require resolution before the Council and Mayor give final direction to proceed with the Project and prior to the Public Works Board's review and approval of the PA. This Report highlights concerns associated with these open issues and in particular achieving Olympic Readiness. This Report also discussed construction and Schedule challenges, and other risk factors that the Council and Mayor should consider in deciding whether or not to proceed with the Project.

Committed Proposals
On August 1, 2025, the City received the Committed Proposal (8/1 Proposal) from APCLA, which includes a proposed FFP, and Schedule for the Project. The FFP and Schedule are determined based on the PA, TRs, a 50 percent Design Drawing set, and the accepted VE scope reductions. The 8/1 Proposal included a FFP of $1,915 million. The FFP reflects PWJV's requested price for the final design and construction of the Project, which is described as the Design and Construction Contract Amount in the Design-Build Contract between APCLA and PWJV. Including the pre-construction cost, developer fee, and City retained costs, the Project under the 8/1 Proposal is estimated to cost a total of $2,573 million which is an increase of $338 million from the total Project cost of $2,235 million presented in the March 2025 Report. Given the substantial increase from the March 2025 Report, the City requested APCLA to re-submit a proposal with a lower FFP.

With respect to the Schedule, the 8/1 Proposal did not meet the required Olympic Readiness date of April 1, 2028. Rather, APCLA and the PWJV indicated that they would achieve Olympic Readiness by May 17, 2028, leaving only two weeks from the start of the Exclusive Use Period (June 1, 2028) by the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28). Therefore, in addition to a lower FPP, the City stressed to APCLA the need for their re-submitted proposal to comply with the April 1, 2028 Olympic Readiness date.

On August 16, 2025, APCLA re-submitted their Committed Proposal (8/16 Proposal). In their 8/16 Proposal, APCLA responded to the City's request by lowering the FFP to $1,845 million. Including the pre-construction cost, developer fee, and City retained costs, under the 8/16 Proposal, the Project is estimated to cost a total of $2,489 million which is $84 million below the 8/1 Proposal but still $254 million above the Project costs presented in the March 2025 Report.

Relative to the Olympic Readiness Deadline, APCLA's 8/16 Proposal provides a March 31, 2028 date, one day earlier than the April 1, 2028 requirement. To achieve this Olympic Readiness date, APCLA has proposed reducing the duration of several of the City's review and approval periods as well as a reduction of 5 days from the City's standard number of weather delay days (33 days). The City has examined the assumptions to reach this earlier Olympic Readiness date closely and has concluded that the proposed reductions in the durations may be achieved, although not without extensive coordination, planning, and the possible implementation of contingency intervention plans to mitigate the consequences of a delay in achieving the Olympics Readiness Deadline. The direct costs of implementing these plans would be shared between the City and APCLA, based on the number of delay days attributed to Relief Events compared to the number of delay days compared to non-Relief Events.

General Fund and Debt Impact

The City Team has analyzed the 8/1 Proposal and the re-submitted 8/16 Proposal, however, only the 8/16 Proposal informs the content of this Report including the General Fund and debt impact of the Project. With a total Project cost of $2.5 billion, the anticipated Project Operating Revenues and incremental General Fund tax contributions do not fully offset the projected costs associated with the LACC (Operating Costs and debt service) which results in a negative impact on the General Fund over a 30 year operating period. The anticipated Project Operating Revenues consist of revenues from a new digital signage program and increased existing revenues from LACC events, parking, and other operational revenues. The tax contributions are derived from increased economic activity assumed as a result of an expanded convention center that allows for more events and attendees, which will drive increased visitation and spending in the City. The increased spending would result in additional tax revenues to the City's General Fund, most notably from increased Sales Tax, Business Tax, and Transient Occupancy Tax (TOT).

Based on the revenue estimates, after accounting for Project Operating Revenues and tax contributions derived from the Los Angeles Convention Center (LACC) operations, the City would need to budget an additional appropriation from the General Fund to fully cover the LACC operations and debt service. Over a 30 year operating period, the average annual net General Fund impact is estimated to be $61 million, in nominal dollars. However, the actual amount that the General Fund will need to support for the first half of the operating period will be closer to $100 million. The impact on the General Fund slowly decreases over time and only transitions to a positive impact in fiscal year 2055-56 when the final lease payment is made. A table showing the Estimated Net General Fund Impact by Fiscal Years is provided in this Report.

This Report is being considered concurrent to an accompanying report that would authorize the issuance and sale of Municipal Improvement Corporation of Los Angles (MICLA) Lease Revenue Bonds to finance this Project. If the Project is approved to proceed, Council and the Mayor would authorize the issuance and sale of up to $990 million in MICLA Lease Revenue Bonds to finance approximately 35 percent of the Project costs. Then a future bond issuance in or about November 2026 will finance the remaining project cost balance. The CAO will request bond authorization for the second bond issuance in a future report. The Project, if approved, will cause the City, through

MICLA, to borrow an estimated total of $2.69 billion in lease revenue bonds. Over the 30 year amortization period, total estimated debt service is $5.39 billion of which $409.43 million will be paid from capitalized interest (bond proceeds) and the remaining $4.98 billion (net debt service) will be a General Fund obligation. The estimated average annual debt service is $179.7 million. Final bond maturity is expected to be in 2055-56. Beginning in Fiscal Year 2028-29, the City will need to annually budget from its General Fund to make lease payments. The bonds will be payable from lease payments made by the City to MICLA which is a General Fund obligation and must be fulfilled irrespective of whether projected LACC revenues are realized. The lease payments will require future budget appropriations in the Capital Finance Administration Fund (Fund 100, Department 53). Actual debt service may differ as interest rates are dependent on market conditions at the time of issuance.

Options for Consideration
Over the course of multiple reports over multiple years, the City Team has provided the Council and Mayor with various options on how to proceed with the Project including delivery method and project phasing. In this report, the only two options are to proceed with the Project as proposed or terminate the Project. The initial set of recommendations in this Report provide a pathway for the City to enter into a binding PA with APCLA for the delivery of this Project, should the City wish to do so.

These recommendations include the authorization of 25 new positions in various City departments required to execute the PA terms and keep the Project on track to meet the Olympic Readiness Deadline. Should the Council and Mayor adopt the recommendations to proceed with the Project in this Report and authorize the issuance and sale of MICLA to finance the Project in the separate financing report, the City Team will submit to the Public Works Board the final PA for approval.

Alternatively, based on the cost of the Project and the risks identified and highlighted in this Report, the Council may choose to terminate the Project as currently proposed. The termination of the Project at this point would cap Project expenditures to the EWA and other authorized preconstruction expenses amounting to $82 million.

RECOMMENDATIONS
To move forward with an Expansion and Modernization of the Los Angeles Convention Center, the Council should:

1. Make a finding that, based on the independent judgment of the decision-maker, after consideration of the whole of the administrative record, the project was assessed in the previously certified Convention and Event Center Project Environmental Impact Report EIR No. ENV-2011-585-EIR, certified in October 2012; and pursuant to CEQA Guidelines, Sections 15162 and 15164 and the First Addendum and Joint Analysis, dated December 2021, and Second Addendum, dated August 2025, that no major revisions to the EIR are required and no subsequent EIR is required for approval of the project.

And subject to approval of the Mayor, Council should:

2. Approve total Project Costs of up to $2.5 billion, inclusive of up to $82.4 million for preconstruction costs, up to $1.85 billion for design and construction, a Developer Fee of up to $35 million, and up to $527 million for City-Retained Costs.

3. Accept the August 16, 2025 Committed Proposals received from AEG Plenary Conventions Los Angeles, LLC (APCLA) including the Firm Fixed Price (FFP) and Baseline Project Schedule (Schedule) including the Olympic Readiness Deadline of March 31, 2028, and instruct, request, and authorize the necessary City departments to take any and all actions in furtherance of the Los Angeles Convention Center Expansion and Modernization Project, including without limitation the negotiation and execution of any document necessary to implement the partial release/modification of Anschutz Entertainment Group Rights referenced below in this report.

4. Authorize by resolution, subject to allocation by the Board of Civil Service Commissioners and pay grade determination by the Office of the City Administrative Officer, Employee Relations Division, the following 25 positions, to be employed in the Bureau of Engineering (BOE), Bureau of Contract Administration (BCA), Los Angeles Fire Department (LAFD), Board of Public Works, Office of Accounting (OOA), and City Administrative Officer (CAO) for technical, administrative, and other support staff for the Los Angeles Convention Center Expansion and Modernization Project, for the period of September 1, 2025 through June 30, 2026, to be funded from the Municipal Improvement Corporation of Los Angeles (MICLA) Lease Revenue Bonds to finance this Project:

Dept.	No.	Class Code	Class Title
BOE	1	9490-1	Deputy City Engineer
BOE	1	1117-2	Executive Administrative Assistant II
BOE	1	1116–0	Secretary
BOE	1	7927-0	Senior Architect
BOE	2	7237-0	Civil Engineer
BOE	1	7957-4	Structural Engineering Associate IV
BOE	1	9171-1	Senior Management Analyst I
BOE	1	1523-2	Senior Accountant II
BCA	1	7296-0	Chief Construction Inspector
BCA	1	7297-0	Principal Construction Inspector
BCA	2	7191-0	Construction Inspector
BCA	2	7294-0	Senior Construction Inspector
BCA	1	9171-1	Senior Management Analyst I

Dept.	No.	Class Code	Class Title
BCA	1	9184-0	Management Analyst
OOA	1	9171-2	Senior Management Analyst II
OOA	1	1523-2	Senior Accountant II
OOA	1	1358-0	Administrative Clerk
OOA	1	1513-0	Accountant
OOA	1	9184-0	Management Analyst
OOA	1	1525-1	Principal Accountant I
LAFD	1	7978-4	Fire Protection Engineering Associate IV
LAFD	1	2128-2	Fire Inspector (Sworn)
CAO	1	1541-2	Senior Administrative Analyst II

5. Authorize City Administrative Officer to activate Substitute Authorities as needed for positions authorized upon the adoption of the 2025-26 budget and the positions recommended within this report for the Bureau of Engineering and the Board of Public Works Office of Accounting to expedite hiring for positions which have not been allocated by the Civil Service Commission and the new positions approved in this report, as necessary for technical, administrative, and other support staff for the Los Angeles Convention Center Expansion and Modernization Project, for the period of September 1, 2025 through January 30, 2026, to be funded from the Municipal Improvement Corporation of Los Angles (MICLA) Lease Revenue Bonds to finance this Project.

6. Authorize the City Administrative Officer to make technical corrections as necessary to those transactions included in this report to implement Council and Mayor intentions.

Should the Council decide to not proceed with an Expansion and Modernization of the Los Angeles Convention Center, the Council should:

7. Instruct the City Administrative Officer and the Chief Legislative Analyst to terminate all work on the Los Angeles Convention Center Expansion and Modernization Project with AEG Plenary Conventions Los Angeles, LLC, including the Early Works Agreement as well as contracts for financial advisor, legal, project management, and other contracting services held by the City Administrative Officer, Bureau of Engineering, and the City Attorney.

DISCUSSION

Prcject Scope

The Project in the current design includes an expansion scope that would add up to 190,000 square feet of contiguous space connecting the LACC existing South Hall and the West Hall above Pico Blvd. (Pico Expansion); add up to 55,000 square feet of meeting room space; and up to 95,000 square feet of multi-purpose space. This design would provide for 750,000 square feet in contiguous hall space and over 1.2 million square feet of total usable space across the LACC campus, helping Los Angeles become competitive for large convention events on par with San Diego, San Francisco, and Anaheim. The Project also includes modernization elements and a new digital signage program installed throughout the exterior of the LACC campus. The Project scope does not include the expansion of the J.W. Marriott hotel or the redevelopment of Gilbert Lindsay Plaza (GLP). GLP redevelopment will be considered as a future stand-alone project, which is discussed in this report.

The complete details of the Project scope are defined in the TRs (Attachment Three). The TRs define the specific materials, methods, and standards needed to complete the Project. These requirements ensure the Project meets its functional and performance goals while adhering to legal and regulatory frameworks. They cover a wide range of aspects, from material specifications and installation procedures to quality standards and safety regulations.

Business Structure of the Prcject

The City's development partner for the Project is APCLA, a Special Purpose Entity (SPE) formed by a joint venture of the Anschutz Entertainment Group (AEG) and the Plenary Group (Plenary). The City Team has worked with APCLA on the Project since 2019. The City had previously engaged with APCLA to deliver the Project as a Public-Private Partnership (P3), in which APCLA would design, build, finance, operate, and maintain (DBFOM) the Project in exchange for annual payments from the City for an extended period of time. The City stopped pursuing that P3/DBFOM structure in June 2024 when Council directed the City to instead pursue a Design-Build delivery model with APCLA (i.e., the City would not ask APCLA to finance, operate, and maintain the Project). APCLA has recently advised the City that, immediately before the execution of the PA, AEG intends to withdraw from the APCLA entity. From Commercial Close onwards, the APCLA entity would become wholly owned and managed by Plenary alone during the construction phase. To be clear, the City would be entering into the PA with APCLA without AEG as one of its members.

As an SPE, APCLA has no assets, capital, or creditworthiness and is best described as a legal business structure created for the specific objective of executing the Project. When the deal structure changed from a DBFOM structure to a Design-Build structure, AEG's and Plenary's equity contribution to the Project was no longer needed. As such, AEG's exit from APCLA will not create any additional liability for the City nor add more risk to the Project. Nonetheless, AEG would still honor its obligation to release/modify the "AEG Rights" upon Commercial Close, as defined and discussed in the June 14, 2024 report to Council and exhibits thereto (C.F. 15-1207-S1).

APCLA's selected Design-Build Contractor for the Project is PWJV, which is a 50/50 joint venture between PCL Construction and Webcor Construction. PWJV will deliver the Project through a combination of its own internal resources and personnel, together with a design team led by Populous, and through subcontractors, suppliers and specialty trade partners. Through the preconstruction activities completed under the EWA, PWJV has already selected subcontractors for some of the larger scopes of work on the Project, such as Rosendin (electrical), Murray (plumbing and HVAC) and Cosco (fire protection), and these subcontractors have contributed to the development of the final cost and schedule commitments included in APCLA's Committed Proposal. PWJV has also confirmed its full participation and compliance with the City's Project Labor Agreement (PLA) 2020-2030.

Contracting Structure and Delivery Method
Should the Council and Mayor decide to move forward with the Project, the City Team would proceed towards a Commercial Close and the City's formal issuance of final Notices to Proceed to APCLA and PWJV. At Commercial Close, the City would execute a PA with APCLA, and concurrently, APCLA would execute a Design-Build Contract with PWJV. As previously mentioned, AEG will also execute a binding release in favor of the City, releasing certain property easements, leases and options held by AEG over portions of the Project site, which is necessary for the Project construction activities.

The City and APCLA have been negotiating the PA since July 2024. The PA and the 8/16 Proposal include all of the agreed terms for the final design and construction of the Project on a Design-Build basis, including the allocation of various Project risks, together with the price and schedule commitments from APCLA. The PA is a contract between the City and APCLA, however most of the terms in the PA will fall on the PWJV to execute. As such, the Design-Build Contract between APCLA and PWJV contains a full flow-down of the PA terms, ensuring that PWJV has responsibility under the Design-Build Contract to deliver APCLA's responsibilities under the PA.

The Design-Build Contract will incorporate the Department of Public Works Project Labor Agreement (DPW-PLA). The DPW-PLA will facilitate an orderly settlement of labor disputes and grievances without strikes, work stoppages, or lockouts and provide an access to a skilled labor workforce to perform construction effectively and safely, which will both help assure the timely and economical completion of the project. The DPW-PLA will also promote employment opportunities for local residents and will provide apprenticeship training for the duration of the construction. All Project construction contractors will be bound on all the provisions of the DPW-PLA.

The City has also been in discussion with the PWJV on their proposed Business Inclusion Plan (BIP). It outlines specific procedures aimed at ensuring equal opportunity and diversity in outreach, procurement and contracting and approach to meet the City's aspirational business inclusion. In partnership with the City, outreach will be conducted through the Regional Alliance Marketplace for Procurement (RAMPLA) Business Inclusion Program Outreach system. PWJV will make every practical effort possible to meet or exceed the following anticipated participation levels of the subcontracted value: 18 percent Minority-owned Business Enterprise (BE), four percent Woman-owned BE, 25 percent Small BE, three percent Disabled Veteran BE, 20 percent Local BE, and three percent Emerging BE.

Parent Company Guarantee
The City's primary contract will be the PA between the City and APCLA. However, APCLA's status as a SPE without assets or creditworthiness, requires the PWJV and its parent companies to provide the City with assurance that the PWJV's obligations will be met, even in the event of a default. Acting through its Design-Build Contract with APCLA, the PWJV will be providing the City with payment and performance bonds sized at 100 percent of the Project construction costs, and the parent companies of PWJV (PCL Construction Enterprises, Inc and Obayashi USA, LLC) are providing parent company guarantees direct to the City. These parent company guarantees essentially act as a backstop, offering greater security to the City. City staff have reviewed the last few years of financial statements for the two guarantor entities (2024 being the most recent) with the City's financial advisors, and determined that the financial capacity for these guarantors was appropriate for the Project.

California Environmental Quality Act (CEQA) Findings
The City Council previously approved zoning and land use entitlements for the Project in June 2022. In conjunction with these actions, and pursuant to the California Environmental Quality Act (CEQA), the City Council adopted the First Addendum, dated December 2021, to the previously certified "Convention and Event Center Project Environmental Impact Report (EIR)" (ENV-2011-585-EIR), which analyzed the environmental impacts of the proposed project. Subsequently, a Second Addendum to the previously certified EIR has been prepared to document and analyze whether a subsequent EIR is required under Public Resources Code Section 21166 and CEQA Guidelines Section 15162 as a result of the modifications to the Project. The Second Addendum has been completed in compliance with CEQA, and demonstrates that a subsequent EIR is not required under Public Resources Code Section 21166 and CEQA Guidelines Section 15162. The CEQA findings and the supporting Second Addendum are included as an attachment to this Report and will be adopted through this Report (Attachment Four), and the updated Mitigation Monitoring Program will be administered through the Specific Plan.

Construction Challenges
During construction, the LACC will remain operational, albeit with reduced capacity in the South and West Halls, several meeting rooms, one concession stand, and various parking spaces, further complicating an already complex construction project. A map that shows the LACC existing Conditions, during Construction, and during Olympics Readiness is included as an Exhibit to this report (Attachment One).

In addition to standard construction risks, it is important for the Council and Mayor to understand three specific sets of risks that are unique to this Project:

- Unknown Site Conditions - In order to add up to 190,000 square feet of contiguous space at the LACC, the Project design calls for constructing a building elevated over Pico Blvd. (Pico Expansion), connecting the South Hall and the West Hall. Starting with the demolition and excavation of Pico Blvd, the Project may encounter undocumented underground utilities or existing utilities that are in poor condition, and which may require relocation, repairs, or

replacement. As the Pico Expansion is structurally connected to the South Hall and West Hall, the Project may encounter unexpected field conditions from buildings that were built decades ago and to building codes that have since evolved. This may lead to unexpected field conditions that will require engineered solutions. The mechanical, electrical, plumbing, and fire protection systems for the Pico Expansion will then need to integrate with the existing LACC systems, which may not be properly maintained or code compliant and will need to be brought up to code. Any of these factors, if realized, could lead to cost and schedule impacts on the Project, increasing project costs and creating schedule delays.

- Approvals Required for Olympics Readiness - The highest priority approval for the Project will be the Temporary Certificate of Occupancy (TCO) that allows the general public to occupy areas within the LACC for the 2028 Games. Construction of the Project will require demolition of portions of the existing LACC building including the removal of several existing egress pathways. The removal of these pathways will cause several spaces in the South, West and Concourse Halls in the existing LACC to have a reduced or eliminated occupancy. Additionally, while the majority of the new Pico Expansion area will remain closed to the public during the Games, certain areas will be needed as an egress pathway. Noncompliance with codes and standards may necessitate last-minute changes or modifications, resulting in cost increases and schedule delays. Therefore, to achieve a TCO, APCLA has proposed to install temporary fire separated egress pathways through the expansion project site to allow the restoration of occupancy of some spaces in the LACC. Ultimately, the relevant Authorities Having Jurisdiction (AHJs) will determine if the new space (particularly Pico Passage underneath the Pico Expansion) is safe, occupiable, and compliant with regulatory requirements.

  The Project faces a potential risk if building systems, emergency egress solutions, or accessibility plans are not approved by AHJs in time, then TCO may not be achieved in time for LA28, and certain spaces or exit pathways will not be available for use for the 2028 Games. The LACC is intended to host five Olympic and five Paralympic events. The City and LA28 are negotiating a Venue Use Agreement (VUA) for the LACC, which will be the legally binding contract that outlines the terms and conditions of LA28's use of the LACC during the 2028 Games. Should the LACC be unavailable for LA28's use as a result of Project delays after the City and LA28 enter into the VUA, the City would likely be in breach of contract, which could expose the City to significant liabilities as LA28 would be entitled to remedies and damages.

- Los Angeles Department of Water and Power (DWP) Workstream - This workstream has presented a meaningful challenge to the Project planning over the last year, due to the complexity and timing of the Project's electrical work. The fact that LACC must remain operational throughout construction, and power to the building must be uninterrupted necessitates the need for both temporary and permanent power solutions for the LACC. The Los Angeles Department of Water and Power (DWP) has been engaged to deliver a scope of work necessary to ensure adequate power to the LACC which includes the design and construction of a DWP Network station, DWP power conduits, a customer switchgear, and

addressing conflicts at four existing DWP service vaults located within the LACC campus.

On August 15, 2025, the Mayor's Office received a written confirmation from the DWP, confirming that the DWP will be able to support APCLA and PWJV's planned schedule to Olympics Readiness, including completing service relocations and providing the interim power needed to operate Pico Passage during the 2028 Games. DWP also provided a list of critical assumptions and risks that must be carefully managed for their scope of work to be successful on the Project. However, as of the drafting of this Report, the DWP scope of work continues to evolve and new requirements have been identified related to the DWP power conduits required for the expansion and for Substantial Completion. The cost impacts of this changing scope are currently unknown. An allowance for the DWP's work is included in the total cost but schedule impacts and new requirements will result in higher costs.

Aspects of DWP's initial scope of work are currently on the Project's critical path, and several critical milestones, early in the Project, depend on DWP's work. Any delays in approvals, unresolved design and scope issues, or unforeseen circumstances affecting the electrical relocation work could impact the overall Project schedule and cost. Weekly meetings, several site walks, and workshops with DWP executives have been conducted to evaluate this scope and formulate a feasible schedule. DWP has only indicated that they will endeavor to meet the dates assumed in APCLA and PWJV's schedule for DWP activities but cannot make firm commitments without more developed design packages. Additionally, DWP has indicated that they cannot commit to meet the date in the schedule for Substantial Completion as further assessment is needed on the scope to confirm the schedule.

Schedule Challenges

APCLA's Baseline Project Schedule anticipates that the majority of construction will be complete by Spring 2028, that the Pico Passage would be reopened in May 2028 followed by a pause in construction for the 2028 Games Exclusive Use Period at the LACC between June and October 2028, to allow for the 2028 Games to occur. If construction delays occur and the impacts cannot be mitigated, those delays could negatively impact the 2028 Games as described below. After the 2028 Games, construction will resume, and the Schedule contemplates that the Project will be complete in May 2029.

APCLA's Project Schedule has been regularly updated since July 2024, including ongoing review meetings between APCLA and the PWJV and the City's cost and scheduling consultant. The City's reviews have focused on evaluating schedule quality and logic, compliance with contract specifications and recommended practices, as well as assessing schedule changes. The City's consultants have provided recommendations for PWJV to enhance the schedule based on this review. APCLA and PWJV have advised the City that they view their preparation of the Baseline Project Schedule to have followed a cautious and realistic, not aggressive or optimistic, approach.

APCLA and PWJV's construction schedule for the Project is prepared within the unique context of the Phased Project delivery approach and the terms and requirements of the final PA negotiated between the City and APCLA. The PA includes the following concepts and defined terms that inform

the Project construction schedule:

- Contract Deadlines - Under the PA, APCLA must achieve three separate delivery milestones as described below. These milestones must be achieved before committed, fixed deadlines although some of the deadlines may be extended due to City-held risk events (Relief Events). Depending on the reason for a delay, the PA imposes financial consequences on APCLA and PWJV if any of these milestones are not met.
    - Olympics Readiness Deadline of March 31, 2028 - May not be delayed.
    - Substantial Completion Deadline of February 9, 2029 and Final Completion Deadline of May 11, 2029. These deadlines may be delayed due to Risk Events.

- Exclusive Use Period - The period commencing on June 1, 2028 and ending on September 30, 2028, where the LA28 has exclusive rights to the LACC campus. During this period, APCLA and PWJV must generally have fully vacated the Project site to allow the 2028 Games to proceed. In addition to the Exclusive Use Period, there will be a Non-Exclusive Use Period commencing on March 24, 2028 and ending on May 31, 2028, where LA28 has non-exclusive rights to the LACC campus to conduct its site set-up activities, and during this period APCLA and PWJV must minimize any disruption to LA28's preparations for the 2028 Games.

- Olympics Readiness - Contractual definition which describes the agreed planned state of construction and readiness at the Project site that APCLA must achieve before the 2028 Games. This requires that the Pico Expansion receive a TCO to allow egress from the South and West Halls onto Pico Blvd. The PA includes a set of City Olympics Readiness requirements that have been drafted into an appendix to the TRs which include the City's expectations across the construction work. The scope includes specific parameters across the physical completion of the majority of Project construction work, the required completion of agreed areas of useable space for the 2028 Games, requirements for APCLA and PWJV to demobilize from the Project site, together with specific camera ready requirements to ensure that LACC is suitable for global broadcast during the 2028 Games.

- Substantial Completion - Occurs when all the Project construction work is complete, and the expanded LACC is ready for use, excluding only minor items that are included within an approved punch list. Final Completion occurs when all punch list items have been completed, and all final required reports and documents have been provided to the City.

- Relief Events - A defined list of risk events within the PA which, if they occur, may entitle APCLA to claim an extension of the Contract Deadlines, and in most cases, compensation for any increased costs incurred due to the event. For the City to be liable for a Relief Event, APCLA must demonstrate that any delay or cost impact has been mitigated to the maximum extent possible through the implementation of Delay Recovery Solutions. APCLA must also demonstrate, through a time-impact analysis, that the Relief Event directly caused the need for an extension of time. The list of approximately 30 Relief Events within the PA includes some standard items for a contract of this nature (e.g. direct actions of the City that obstruct

or delay construction work, or earthquakes, or terrorism incidents) along with several items that are uniquely unpredictable on this Project and will need active management and mitigation by the City during construction (e.g. unexpected delays by DWP in performing the agreed list of DWP activities, delays in permit issuances, impacts of unknown utilities/site conditions etc). APCLA and PWJV are generally responsible for the cost and schedule impacts of any event that is not defined as a Relief Event during the construction period.

- Liquidated Damages - The PA includes liquidated damages payable to the City if there is an unexcused delay to APCLA's achievement of the Contract Deadlines. For delays to achievement of Substantial Completion and Final Completion, damages are payable for each day of delay beyond the committed Contract Deadline. The liquidated damages, together with various incentive payments that APCLA and PWJV may earn for timely completion are described in further detail below.

APCLA's baseline prcject schedule from their Committed Proposal
APCLA and PWJV provided a Baseline Project Schedule within the 8/16 Proposal, including a total of 2,550 activities planned and sequenced from Commercial Close through to Final Completion of the Project. APCLA and PWJV have committed to the following Contract Deadlines, provided that Commercial Close occurs by September 29, 2025:

- Olympics Readiness Deadline of March 31, 2028
- Substantial Completion Deadline of February 9, 2029
- Final Completion Deadline" of May 11, 2029

The committed construction schedule also includes a 20 day Relief Event Delay Allowance and a 28 day Weather Allowance, both of which are expected to be fully used over the course of construction. Certain critical path activities in the schedule (demolition, structural steel erection, structural concrete) are planned to use a six-day work week, so construction work for these activities will take place on approximately 76 Saturdays throughout construction. As full Project construction gets fully underway, the plan is for a six-day work week to potentially be extended to other trades and other scopes of work, as necessary up to approximately 50 Saturdays, to allow APCLA and PWJV to maintain schedule throughout the construction period.

Critical risk issues within the Baseline Prcject Schedule
Many of the risks and uncertainties facing the Project schedule include the availability of skilled labor, procurement lead times for materials and equipment, management of multiple concurrent subcontractors, and unexpected safety, weather or quality issues. These are all well understood challenges that are common to any large, urban construction project. The City Team is confident in the prior experience of each of the joint venture members within the PWJV, as sophisticated construction contractors with knowledge of construction in Los Angeles.

Addressing Prcject Delays
Each month after Commercial Close, APCLA must provide a Monthly Progress Report to the City, describing the progress of the construction work, providing updates to the baseline project

schedule, detailing any Relief Events that have occurred, and identifying any risk issues with a potential to cause significant disruption to construction and impact the Project's critical path.

The PA also includes requirements for APCLA and PWJV to provide specific LA28 Look-Ahead Reports related to Olympics Readiness, which must be provided to the City at 24-month, 18-month and 12-month intervals prior to the Olympics Readiness Deadline. These reports must provide a detailed assessment, including status indications (green, amber, red) for each critical construction activity ahead, to facilitate the City's determination of whether APCLA will achieve Olympics Readiness before the Deadline. In the event of a Relief Event, or any other reason for delay occurring, the PA provides for the City and APCLA to work together to assess how to modify the conditions to Olympics Readiness, or make other adjustments to facilitate LA28's use of LACC for the LA28 Games.

The PA includes requirements on APCLA and PWJV to develop and implement a specific LA28 Olympics Contingency Plan and a LA28 Olympics Readiness Intervention Plan, to manage the consequences of a delay in achieving the Olympics Readiness Deadline. The direct costs of implementing these plans would be shared between the City and APCLA, based on the number of delay days attributed to Relief Events compared to the number of delay days compared to non-Relief Events. The specific actions to be taken by APCLA in a delay scenario would vary depending on the circumstances at the time, but are likely to include the implementation of an accelerated recovery schedule, extra shift work, extra six-day work weeks, and the potential deferral of aspects of physical construction until after the LA28 Games.

As a general strategy in a delay scenario, APCLA, PWJV, the City, and other resources would need to be diverted to focus on all work that is essential for Olympic Readiness, while other non-essential work would be paused and would resume after the Olympics. This approach may have cost impacts, both for additional cost escalation and for deferred work and for the unplanned demobilization and remobilization of work crews. Work limited to the interior of the new Pico Expansion might be allowed to progress through the 2028 Games, if it is deemed that it would not be impactful to planned events.

Overall Capital Costs
Based on APCLA's 8/16 Proposal, the Project is estimated to cost a total of $2,489 million which is an increase of $254 million from the $2,235 million in Project costs presented in the March 2025 Report. The Project cost includes preconstruction period costs, construction costs, a development fee payable to APCLA, and City-Retained costs.

Total Capital Costs of LACC Expansion Project *(in millions)*			
Project Phase	**March 2025**	**August 2025**	**Difference**
Total Preconstruction Cost	$85	$82	($3)
Design and Construction Cost*	1,694	1,845	151
APCLA Development Fee	35	35	-
City-Retained Cost	421	527	106
Total Financed Capital Cost	**$2,235**	**$2,489**	**254**
* Within the 8/16 Proposal, the total contract that would be awarded to APCLA is approximately $1,883 million which represents construction costs ($1,845 million), the Development Fee of $35 million, and design cost reimbursements of $2.73 million.			

Preconstruction Costs
Preconstruction costs are costs incurred or anticipated by the City in the advancement of the Project since its inception in 2019 through Commercial Close on September 29, 2025. These expenses consist of activities occurring under the amended EWA for design development, site investigations, signage development, and all activities connected with providing the Committed Proposal including various payments for Project entitlements and permitting fees. Construction expenses are anticipated to be $82 million, a $3 million reduction from the $85 million estimated in the March 2025 Report. This reduction is a result of design fees that are transferred to the Construction Costs ($2.7 million).

The City Team estimates that the full $82 million will be expended by Commercial Close should the City continue to advance the Project. These preconstruction costs are excluded from the FFP within APCLA's 8/16 Proposal and the City-Retained Costs. As of July 2025, $54 million in preconstruction expenses have been incurred consisting of EWA costs ($40 million), consultant and legal fees ($13 million), and BOE staff costs ($1 million). Funding for these costs is provided by the MICLA LACC Commercial Paper (CP) Program. These costs will be converted to long term debt upon the Project financing. Should Council wish to terminate the Project, the CAO will request bond issuance authorization to refinance the outstanding LACC MICLA CP to long term debt in a future report.

Construction Costs
APCLA's 8/16 Proposal includes a Design and Construction Contract within the FFP of $1,845 million. The FFP reflects PWJV's requested price for the final design and construction of the Project, and is included in the Design-Build Contract between APCLA and PWJV. The FFP is based on the 50 percent Design Drawing set, the PA, the TRs, the submitted Baseline Project

Schedule and the accepted VE scope reductions.

The price from PWJV reflects the conclusion of the cost estimating process conducted between the City and APCLA/PWJV under the EWA. The EWA terms included a requirement that the price be developed on a transparent basis using an 'open book' process, with some competitive procurement of certain sub-trades. The FFP development includes various large trades that were selected on by the PWJV using a 'best value' approach without price competition.

Value Engineering (VE), Cost Increases, and Tariffs
Upon the adoption of the March 2025 Report, Council directed the City to identify opportunities to reduce the Project's impact on the General Fund. The City, APCLA, PWJV, and LACC Operator (Project Team) underwent a VE exercise to find scope adjustments to reduce Project costs.

The CAO provided an update to the Council on the results of the VE exercise in the June 2025 Report. The Project Team independently identified 325 potential VE items for consideration with a total rough-order-of-magnitude estimate of $483 million. Through multiple working sessions, the Project Team elected to approve 57 items which has resulted in $107 million in cost avoidance being incorporated into the FFP. This amount includes $52 million for the removal of GLP from the Project scope, which is described further below. The remaining 268 VE items were removed from consideration ($359 million) due to a multitude of reasons including duplicated items, items with insufficient details to clearly define a scope and accurate savings amount, items that would not achieve savings based on further review of the scope or that simply shifted costs to another City funding source, items that would impact the ability to meet the Schedule, items that would impact revenue, items that would reduce operational standards or quality of the building, and items that did not qualify as VE in the first place, as they are required by the City or relevant AHJ.

Despite the City's acceptance of the 57 VE items, the construction costs of $1,845 million are an increase of $151 million (nine percent) from the $1,693 million presented uncommitted estimate provided in the March 2025 Report. The City Team has engaged in dialogue with APCLA and PWJV to gain a better understanding of the reasons behind the increase in cost. APCLA and PWJV have provided a variety of explanations for the overall increase in costs, citing significant increased pricing received unexpectedly from the subcontractor market, commodity price increases impacting materials and equipment, additional costs from meeting the City's final Olympics Readiness requirements, scope refinement through the finalization of the TRs, increased risk pricing based on the latest version of the PA, and increased budgets for the various allowance Items included within the FFP that are described below.

Change in Design and Construction Costs *(in millions)*				
Item	**Mar. 2025**	**Aug. 2025**	**Difference**	**Description**
Baseline Project Cost	$1,423	1,427	4	Uncommitted project costs submitted by APCLA on Feb. 10, 2025. Increase due to pricing transfer from preconstruction expenses.
Owner Allowance Items	218	245	27	Specific areas within the FFP that are unable to be priced, generally because the design for the scope is not developed commensurate to the overall Project. Allowances are described in greater detail in the Owner Allowance section of this report. The increases are within the Kitchen ($5 million), Signage ($12 million), DWP Network Station ($8 million), and Utility Costs ($2 million) allowances.
Value Engineering	53	(54)	(107)	Removal of Gil Lindsay Plaza Redevelopment from the Project scope and additional VE items.
Scope Addition	-	36	36	Increased costs due to updates to audio visual system, secure network wayfinding system, and other systems.
TRs not included in March 2025 Report	-	19	19	TRs not included in the pricing presented in the March 2025 Report, which was indicative. Includes HVAC system work, smoke control, and miscellaneous systems improvements.
Inflation	-	26	26	Inflation cost increase to Project as compared to pricing presented in the March 2025 Report.
Staffing, Job Expense, Insurances	-	11	11	Additional insurances, taxes LACC office and staff relocation as well as additional project staffing and job office expenses.
Olympics Readiness Impacts	-	17	17	Impact of pause for hosting the 2028 Games as well as remobilization.
Subcontractor Cost Increases	-	112	112	Scope clarifications with mechanical, electrical, plumbing, and fire subcontractors. Subcontractor allowances for unforeseen scope impacts. Subcontractor substitution and other pricing changes.
Additional PWJV Fees	-	6	6	Additional PWJV Fee, Decrease cost of Sub-contractor Default Insurance, Increased DB contingency.
	$1,694	**$1,845**	**151**	

The FFP includes a marginal increase due to the impacts of the federal tariffs that are in effect as of August 13, 2025. To mitigate against excessive contingency pricing within the FFP by the PWJV and its subcontractors, in the PA the City has agreed to share the risk and reward of future changes

in federal tariffs (either positive or negative) after August 13, 2025, to the extent that they impact an agreed group of eleven separate imported materials and supplies; such as cement, rebar, structural steel, lumber, windows etc. The City's tariff risk exposure expires in the June 2026 (Tariff Material Buy Out Deadline), after the last of these imported materials are scheduled to be purchased by the PWJV. Thus, the City-Retained Costs includes a robust contingency to cover the City's exposure to potential increased cost claims from APCLA and PWJV due to the impact of future tariffs.

Gilbert Lindsay Plaza
The Construction Costs described above do not include any budget for a future Gilbert Lindsay Plaza (GLP) redevelopment. As discussed in the June 2025 Report, GLP redevelopment has been removed from the Project scope to realize a $52 million VE reduction to the Project. The redesign of the GLP is essential for generating revenue from the proposed digital signage along the Concourse Wall. The existing trees in GLP obstruct the view of this sign and must be removed to ensure clear sightlines, and realize anticipated revenue. The preliminary GLP designs address this by clustering low-growing trees in specific locations, preventing impact on the Concourse Wall signage's visibility.

In accordance with Administrative Code Section 19.85, the City's Public Works Improvements Arts Program (PWIAP) requires all City capital improvement projects to provide funding to create arts amenities, facilities and/or services. The PWIAP is administered by the Department of Cultural Affairs (DCA) and is intended to provide publicly accessible works of art, arts and cultural facilities, and services for the cultural benefit of the City, its citizens and its visitors.

The PWIAP requires the Project to provide approximately $18.5 million to meet this art requirement. The CAO, BOE, and DCA have met and determined the Project's funding for the PWIAP can be earmarked for arts components within GLP. The funding component for PWIAP may not fund design or construction of GLP, however arts elements may be incorporated into the capital improvements, subject to DCA's guidance, and in consultation with the City Team. Due to certain tax-exempt bond rules, the timing of art expenditures for the Project is restricted to the Project's final completion date. Thus, if the GLP project is partially funded with the Project's PWIAP amount, then the GLP project must also be completed at or around the same time as the Project. Should the Council and Mayor decide to proceed with the Project, funding must be identified to finalize design concurrent to the Project's construction period. It is reasonable to expect that a standalone GLP project would be debt financed and a General Fund obligation would be incurred for the life of the debt.

Owner Allowance Items
The construction costs include a total of $245 million for four separate Owner Allowance items required under the PA; Kitchen and Food Service, Digital Signage, DWP Network Station, and Utility Company Costs. These allowance items reflect scope areas within the Project which APCLA and PWJV have stated are too complex to provide a competitive and fair price within the FFP, generally because the design for the scope is not developed commensurate to the overall Project, or because third party costs from entities such as DWP or utility companies have not been finalized.

While funding for these items is included in the FFP, and the Project Team have confirmed the budget assumptions to the extent possible given the Project design, the City is at risk for future changes to this budget. As previously mentioned, the DWP scope of work continues to evolve and new requirements have been identified. The cost impacts of this changing scope are currently unknown. An allowance for the DWP's work is included in the total cost but schedule impacts and new requirements will result in higher costs.

- Kitchen and Food Services Allowance ($41.2 million) - This is intended to fund the upgrade and reorganization of the kitchen and catering services on multiple floors of the LACC. It includes the procurement and installation of cold/dry storage units, various washing systems for food and equipment, floor scales, displays, upgrades to ventilation and other systems, and other improvements to support the new Multipurpose Space.

- Digital Signage Allowance ($148.4 million) - This is intended to fund all the design, construction, procurement, fabrication, supply, and installation of the proposed six new digital signs across the LACC. The scope and budget includes all necessary structural and building modifications, mechanical, electrical, plumbing, telecom/data, and other infrastructure upgrades required to support signage, together with obtaining applicable design and construction permits. The allowance excludes the final programming of the signs themselves which will be conducted by a media sales manager to be selected by the City.

- DWP Network Station Allowance ($28.2 million) - This is intended to fund the design, engineering, permitting, labor, materials, equipment, and all indirect costs to construct a new DWP Network Station on the Bond Street Lot, including conduit pathways for primary circuits to LACC. The allowance scope and budget includes all expected costs to develop the Bond Street lot, to construct the new Network Station building, to complete the underground conduit work beneath LA Live Way to the new Central Utility Plant (CUP), together with all associated civil work, lane closure costs, B-permit and State of California Department of Transportation (Caltrans) fees, and road patching. The allowance excludes DWP fees, cable in conduit, final connections, electrical vaults/equipment, and the bringing of new circuits to the Network Station. This work will be completed by DWP.

- Utility Company Costs Allowance ($26.7 million) - This allowance is intended to fund design, engineering, permitting, utility fees, labor, materials, equipment, and indirect costs required to relocate DWP utilities from Pico Passage to existing vaults to support the Project. The allowance scope and budget includes all costs to relocate DWP circuits to DWP-owned primary and satellite vaults, and new equipment and vaults, as required to support new DWP infrastructure. It also includes the provision of temporary power to provide interim service to a portion of the LACC power system until relocation work is complete. The allowance excludes relocations for sewer, storm drain, water, street lighting, and traffic signal relocations electrical conduit and cabling from private side of DWP vaults which are already included in the FFP, and it excludes wire pulling, equipment installation, and final connections (all to be completed by DWP), and all work related to the Network Station Allowance.

During the construction phase, the design and scope of each allowance item is advanced to a point where it is ready for final pricing and execution. The City will direct APCLA/PWJV to provide a final price and schedule for City agreement. The PA requires APCLA/PWJV to engage in good faith negotiations with the City, to reach agreement on the final scope and pricing, but ultimately the City is exposed to future cost overruns against these scopes of work. This exposure is managed through the City's review of the individual budgets for each allowance, and through some portion of the City retained contingency.

APCLA Development Fee
The PA requires the City to pay a Development Fee of up to $35 million to APCLA. Of this amount, $5 million of the fee would be paid upfront, after Commercial Close, reimbursing APCLA for their development efforts to date. The remaining $30 million of the fee would be payable based on APCLA and PWJV's timely achievement of two separate milestones within the Project schedule which are described further below. APCLA has accepted the risk of reduction or elimination of this portion of the fee if the Project schedule is delayed during Olympics Readiness or construction.

City-Retained Costs
City staff have continued to develop and update the budget estimate for City-Retained Costs during the Project construction period, as the Project's risk profile and scope of work has developed. These anticipated expenses and contingencies are excluded from the preconstruction expenses and the FFP and are expected to be incurred separately by the City through the PA.

The total estimated City-Retained Cost for the term of the Project is $527 million, an increase of $106 million (25 percent) from the $421 estimated in the March 2025 Report. This estimate is high for a Design-Build Contract of this nature but this is seen as necessary to reflect the complexity of this Project and the scale of design and construction risks retained by the City. The increase in costs are primarily attributed to new contingencies as described below:

- Tariffs - As described in the Construction Costs section of this report, the City is at risk in the event of future changes in federal tariffs August 13, 2025, to the extent that they impact an agreed group of eleven separate imported materials and supplies. In May 2025, APCLA and the PWJV prepared a Potential Tariff Analysis on these materials. The City's contingency estimate is informed by this analysis.

- City retained DWP Risk - Given the exclusions noted in the allowances for the DWP led work and the uncertainty related to the DWP power conduits required for the expansion and for Substantial Completion, the City must be able to address these cost items without having to increase the total Project cost. The contingency would help address changes to DWP's scope of work and mitigate schedule delays as several critical milestones, early in the Project, depend on DWP's work.

- Existing Systems Upgrades - As described in the Unknown Site Conditions risk section of this report, the existing South and West Halls were built decades ago and building codes

that have since evolved. The City is at risk should existing building systems (i.e. fire, plumbing, electrical, heating and cooling) need to be brought up to code as a result of integration with the Pico Expansion. This contingency would be used to address necessary upgrades.

- Schedule Acceleration - The City is at risk should the project need to accelerate beyond the delay allowances incorporated within the PA. This contingency is to increase the pace of work, potentially through more resources, overtime, or altered work sequences.

A summary of the costs and explanations for the increase from the March 2025 Report estimate is provided below:

City-Retained Costs *(in millions)*				
Item	**Mar. 2025**	**Aug. 2025**	**Difference**	**Description**
Unforeseen Contingencies, Claims and Scope Change, Utilities and Transferred Scope from VE exercise	$266.0	369.0	$103.0	Funding available to address claims and scope issues during construction. Increase due to higher Project costs. New contingencies for risk of tariffs, existing systems upgrades, DWP and utilities risk, and schedule acceleration as well as transfer of kitchen improvements removed as a VE item and will be completed by the LACC Operator.
Project and Construction Management and Legal Fees	58.2	66.2	8.0	Includes Project, Construction Management and Legal support to provide support to the City. Increase due to a longer term of construction.
Furniture, Fixtures, Equipment, Signage, and Other Costs.	34.4	36.3	1.9	Includes new non-fixed equipment to support the LACC, office space, and other administrative costs. Increase due to escalation as a result of delayed final completion date.
Public Art	17.0	18.5	1.5	One Percent of construction costs are required per the City's Public Art Program. Increase due to increased construction costs.
GLP Construction Escalation	6.6	-	(6.6)	Removed as a VE item.
City Staff and Administrative Costs	38.7	36.7	(2.0)	Estimated direct, indirect, and expense costs for 35 positions within various City departments to provide Project support. Reduction due to revised indirect costs calculation
Total:	**420.9**	**526.7**	**105.8**	

The City team estimates that a total of 35 City positions are necessary to support the Project. To date, a total of nine positions have been authorized; six within BOE and three within BCA. This report recommends the approval of an additional 26 full time positions to support the technical and administrative workload necessary for the Project. The City Team estimates that these positions are necessary for the four and a half years that the Project is under construction. This report recommends the authorization of resolution authorities within the following departments; nine positions within BOE, eight positions within BCA, six positions within Public Works Office of Accounting (OOA), two positions within Los Angeles Fire Department, and one position within the CAO.

Anticipated Prcject Revenues and Operational Expenditures
The anticipated Project Operating Revenues consist of existing revenues that are generated as a result of events that occur at the LACC as well as a new proposed digital signage program. Signage revenues are discussed in greater detail later in this report. Existing revenues include income generated from:

- Events - rent collected from events, food and beverage sales, utilities commissions, and other activities.
- Parking revenues - generated from parking fees from events at the LACC, Crypto.com Arena, and surrounding areas.
- Other Operational revenues - income generated from cell towers, advertising, and event sponsorships.

Existing revenues are offset by operational expenditures including costs incurred by the LACC operator for staffing, utilities, insurance and other operational costs as well as CTD's staffing and expense costs. In June 2025, the CAO reported that the May 2025 Report projections could be updated. Increased revenues could be realized as a result of added inflation due to change of Project operating period as a result of a delayed construction completion date, updated parking rates, and a revised events discount policy. Lower operational expenditures could be realized from the removal of GLP from the Project scope. That estimate has been further refined and updated.

The Project will also result in an increase to economic activity that will generate incremental General Fund tax contributions, most notably from increased Sales Tax, Business Tax, and TOT. Increased tax contributions are assumed as a result of an expanded LACC that allows for more events and attendees, which will drive increased visitation and spending in the City, per an economic impact analysis that was completed in November 2023 and included in the December 2023 Report (C.F. 15-1207-S1). This analysis was updated in December 2024 and in August 2025 in preparation for this report. The CAO and CTD worked together to validate the current projections.

The revenues generated by this Project are not sufficient to offset the costs of debt service. The average annual General Fund impact of this Project is provided in the following sections of this report. Debt service for the Project is a General Fund obligation and must be paid whether projected revenues materialize.

Projected LACC Revenues and Operating Expenses *(average annual in millions of nominal dollars)*			
	February 2025	August 2025	Difference
Events	$49	$52	$3
Parking	22	24	2
Other Operational Revenues	6	6	-
Signage	60	61	1
Projected Operating Revenues	**$137**	**$143**	**$6**
Incremental Tax Contributions	18	22	4
Projected Total Revenues	**$155**	**$165**	$10
Operational Expenses	$64	$60	($4)

Signage
The proposed full signage program consists of six new digital signs throughout the LACC campus; two signs facing the freeway (Freeway Facing) and four signs along Figueroa Blvd. (Figueroa Facing). The digital signage program is projected to generate an average of $61 million annually over a 30-year period, in nominal dollars assuming an annual three percent escalation rate from February 2029 to June 2058. These revenues represent a crucial funding source intended to offset project expenditures; however, several significant factors may influence these projections.

The digital signage program has been carefully designed to balance revenue generation with regulatory, planning, architectural, and market constraints. The current plan reflects the maximum number of digital displays that can be supported without oversaturating the market or diminishing the value of each digital display according to market experts. Expanding the digital signage program beyond its current scope would not result in a material increase in revenue and could reduce overall effectiveness, negatively impacting revenues.

The cost to construct the City's preferred signage program is included as an $148 million allowance within the FFP. The annual operating costs and lifecycle replacement costs are assumed within the revenue projections. The construction of the digital displays is expected to begin in May 2026, and the construction, testing, and commissioning and final acceptance of all six digital displays is expected to be completed in January 2029.

These revenue projections assume that the digital signs will display both on-site and off-site advertising. On-site advertising is defined under current federal regulations as signage that is directly related to the principal activity on the premises and cannot involve compensation from third parties to qualify. Off-site advertising promotes businesses, services, or goods at locations other than where the display is situated.

Freeway Facing Signs - Legislative Update
The Freeway Facing signs will generate approximately 68 percent of total projected signage revenue. In an effort to ensure the realization of this revenue, the City is working with the California State Legislature to pass Assembly Bill 770 (AB 770), introduced by Assemblymember Mark Gonzalez. This bill would allow the State regulatory agency to conditionally permit Freeway Facing signage in the digital signage program to maximize revenue through authorizing the City to construct digital displays at the desired size and to display both on-site and off-site advertising. Allowing off-site advertising is integral to unlocking the full revenue potential of the digital signage program. On August 18, 2025, AB 770 the Senate Appropriations Committee placed AB770 in the suspense file, pending future action by August 29, 2025. If approved by the Appropriations Committee, the bill would then be scheduled for consideration in the full Senate. Since this bill was amended in the Senate, it will also require reconsideration in the Assembly. If approved by the legislature, it would then be sent to the Governor for signature. The Governor would have 30 days to sign the bill.

If AB 770 is not passed and signed by the Governor, the City would not be able to obtain permission to install Freeway Facing digital displays that do not comply with the deferral dimensional requirements for freeway signs (i.e. 1,200 sq. ft. in size per sign, separated by 500 ft., Dimensional Requirements). This sign size is significantly smaller than the planned displays and is estimated to reduce projected revenues by $36 million annually, resulting in net revenue of $26 million annually over a 30-year period, in nominal dollars.

Should AB 770 pass and be signed by the Governor, the City's proposed signage program for the Project would still carry risk beyond the State level, as it will continue to be subject to the federal Highway Beautification Act (HBA). In the event a federal agency notifies the City that these Freeway Facing signs violate the HBA, because their dimensions exceed the Dimensional Requirements, the City could be forced to remove those signs, leading to significantly reduced net revenues as described above. To mitigate this, the City may opt to coordinate with the State of California and the federal government to amend the 1968 Federal-State agreement, that sets forth the Dimensional Requirements; even if all parties agree to such an amendment, this process is anticipated to take at least two years.

Additional Risk Facing the Digital Signage Program
There are several key risks facing the digital signage program, which could impact the cost to implement the digital signage program as well as forecasted revenues.

- Undeveloped Design - Unlike the Project, the digital signage program is still in the early stages of design and development. In February 2025, APCLA completed a feasibility study. In August 2025, APCLA began the process of developing schematic designs for the digital signage program. To date, intrusive site investigations have not been performed and detailed bids from subcontractors have not been received. These and other design unknowns could result in higher than anticipated costs. The City will be responsible for cost overruns through the allowance regime under the PA.

- Landscaping Resulting in a Visual Barrier - Revenue from the digital signage program presumes that there are clear sightlines to all signs. Landscaping blocking the visibility of the digital displays, would significantly reduce the projected revenues. If these obstructions are not addressed, the City could face an estimated annual net revenue loss of 34 percent (reducing net revenue to $39.6 million annually over a 30-year period, in nominal dollars).

    - Concourse Wall Signage - The viewsheds of this digital sign are impacted by the existing landscaping in GLP. The City Team collaborated to produce preliminary designs for GLP that ensure that the planned landscaping does not obstruct the Concourse Wall digital display. Since the redevelopment of GLP has been removed from the Project, the City must either accept a lower revenue forecast or identify a path forward for relandscaping the plaza to ensure long-term visibility of the Concourse Wall digital display.

    - North Pico Canopy - The viewsheds are impacted by vegetation along the 110 Freeway on State of California Department of Transportation (Caltrans) property. In January 2025, the City also engaged a landscape architect to complete a desktop study on the trees impacting the visibility of the digital display. The study assessed approximately 275 trees, with approximately 100 recommended for removal and 25 for trimming. The City participated in early discussion with Caltrans, on the path forward for tree trimming and removal. Caltrans has stated that approval from Caltrans Outdoor Advertising Department is required before landscaping mitigations will be considered.

- Concourse Wall - Signage Ordinance Amendment - The City must pass an amendment to the Convention Center and Arena Sign District Ordinance (Ordinance No. 188078) to implement the City's desired Concourse Wall digital display of 9,500 sq. ft. Failure to obtain this amendment would require a smaller Concourse Wall digital display of 5,300 sq. ft. This signage reduction could lead to a reduction of net revenue of five percent, resulting in net revenue of $57 million annually over a 30-year period, in nominal dollars.

- Oversaturation of the Los Angeles digital advertising market - The revenue projections are based on current digital signage market conditions. Adverse economic events, market oversaturation, or other market challenges could result in a weaker outdoor advertising market. Currently, large signage programs are under development within the City. If the market becomes oversaturated, the City may not be able to achieve the forecasted revenues.

Financing for the Prcject

The issuance of debt is an appropriate method of financing major capital projects as it spreads the costs over the life of the asset. The proposed bonds for this Project will be structured as a lease-leaseback financing. The City will lease the existing LACC facility and other assets to MICLA, and subsequently MICLA will sublease back to the City for the use and occupancy of these assets in return for scheduled lease payments in sufficient amounts to pay debt service payments on the bonds.

If the Project is approved, the City would, through the Municipal Improvement Corporation of Los Angeles, issue fixed rate lease revenue bonds in November 2025 and November 2026. The proposed bond financings will primarily (i) finance the Project costs, (ii) refinance outstanding commercial paper notes used to pay for pre-construction costs (iii) fund capitalized interest, and (iv) pay for costs of issuance. The first bond issuance will provide approximately $863.15 million to pay for project costs through December 2026. A future bond issuance in November 2026 will finance the remaining project cost balance ($1.63 billion). The CAO will request bond authorization for the second bond issuance in a future report.

Total estimated debt service is $5.39 billion of which $409.43 million will be paid from capitalized interest (bond proceeds) and the remaining $4.98 billion (net debt service) will be a General Fund obligation. The estimated average annual debt service is $179.7 million. Final bond maturity is expected to be in 2055-56. Beginning in Fiscal Year 2028-29, the City will need to annually budget from its General Fund to make lease payments. The bonds will be payable from lease payments made by the City to MICLA which is a General Fund obligation and must be fulfilled irrespective of whether projected LACC revenues are realized. The lease payments will require future budget appropriations in the Capital Finance Administration Fund (Fund 100, Department 53). Actual debt service may differ as interest rates are dependent on market conditions at the time of issuance. Actual debt service may differ as interest rates are dependent on market conditions at the time of issuance.

For more information related to the bond financings, please refer to the CAO Report titled "Request Authorization for the Issuance and Sale in a Principal Amount $990 million of Municipal Improvement Corporation of Los Angeles (MICLA) Lease Revenue Bonds, 2025-A (Los Angeles Convention Center) and MICLA Lease Revenue Bonds Series 2025-B (Los Angeles Convention Center) (Federally Taxable)" dated August 22, 2025 (C.F. No. 15-1207-S1).

Net General Fund Impact

Estimated Average Annual General Fund Impact over a 30 Year Operating Period (February 2029 - June 2058)
(in millions of nominal dollars)

	February 2025	August 2025	Difference
(A) Total LACC Cost	$(200)	$(226)	$(26)
(B) Total LACC Operating Revenues	137	143	6
(C) Total LACC Direct General Fund Impact	(63)	(83)	(20)
(D) Indirect Incremental Tax Contribution Impact	18	22	4
(E) Net General Fund Impact	**$(45)**	**$(61)**	**$(16)**

- Total LACC Cost includes projected costs of design, construction, financing, and operating costs for an expanded and modernized LACC. Anticipated lifecycle costs for the Project are not included. Final bond maturity is expected to be May 1, 2056.
- LACC Operating Revenues includes projected total revenues generated by the LACC from the start of operations post expansion from a full signage program, events, parking, and other operational revenues. Signage revenues could be negatively impacted by federal, state, and local laws. Additional actions must be taken to realize this revenue.

The numbers represented in the table above are estimates based on certain assumptions with respect to Project costs, debt service, LACC operating revenues, and incremental tax benefits resulting from the Project. These are subject to change based on the Project's risk factors, schedule delays, market conditions, and other unanticipated events. Based on the assumptions used, the total cost of the Project, including financing, is anticipated to be partially offset with projected LACC Operating Revenues (Operating Revenues) and Incremental Tax Contributions.

As depicted in the table above, the projected revenues do not fully offset the projected costs associated with the LACC which results in a negative impact on the General Fund over the 30 year operating period. This would have a direct impact on the City's Budget Outlook which currently shows a $91.3 million budget gap in 2026-27 and reaches structural balance in 2027-28 through 2029-30. Budget outlook projections beyond 2029-30 have not been performed. The Project would further put pressure on the City's Budget and likely require future prioritization (or reduction) of other City services and capital projects to simultaneously pay for the Project and maintain structural balance of the City's General Fund Budget. The Budget Outlook does not assume, among other things, the occurrence of a recession, future labor agreements, and certain potential large capital expenditures in connection with the City's Civic Master Plan, restoration of the Los Angeles River, mitigation of stormwater pollution, or acceleration of the sidewalk and access ramp programs. In July 2025, a group of businesses filed a ballot measure initiative named the "Los Angeles Cost of Living Relief Initiative" aimed to repeal the City's gross receipts tax on businesses, excluding cannabis. This initiative is targeted to be on the June 2026 ballot. Business tax represents 10 percent of the General Fund revenues. The City's 2025-26 Budget assumes business tax revenue totaling $825 million. If the measure passes, it would have significant structural impacts on the Budget Outlook.

The chart below depicts the impact on the General Fund by fiscal years during the 30-year operating period which is from February 2029 to June 2058. The 30-year operating period starts upon Substantial Completion. The City's obligation to make lease payments are from April 2029 to April 2056.From fiscal years 2030-31 to 2036-37, the City would need to budget over $100 million annually from revenues not directly or indirectly derived from the LACC operations. The impact on the General Fund slowly decreases over time and only flips to a positive impact in fiscal year 2055-56 when the final lease payment is made. This chart does not include any impacts from future capital improvement projects related to the convention center, the redevelopment of GLP, or lifecycle costs on the existing LACC facility. In discussions with the City's consultants, the City could expect lifecycle costs over a 30-period to total approximately $654 million (in nominal dollars) resulting in an average annual lifecycle cost of approximately $22 million (in nominal dollars) for the expansion and modernization portions of the LACC facility (excludes West and South Halls). These considerations will need to be incorporated through the City capital planning and annual budget development process.

Estimated Net General Fund Impact by Fiscal Years over a 30 Year Operating Period (February 2029 -June 2058) *(in thousands of nominal dollars)*					
Fiscal Year	**Total Revenues**	**Total Operating Cost**	**Total Net Debt Service**	**Total Incremental Tax Contribution**	**Net General Fund Impact**
2029	$42,952	($40,040)	($41,555)	$628	($38,016)
2030	81,645	(41,681)	(142,407)	6,922	(95,521)
2031	93,709	(42,899)	(187,094)	9,469	(126,814)
2032	98,714	(44,063)	(187,093)	13,216	(119,226)
2033	104,304	(45,378)	(187,091)	12,967	(115,198)
2034	110,099	(46,474)	(187,091)	13,844	(109,623)
2035	112,834	(47,622)	(187,091)	15,612	(106,267)
2036	116,081	(48,812)	(187,089)	16,786	(103,034)
2037	119,383	(50,033)	(187,092)	17,626	(100,116)
2038	121,777	(51,432)	(187,094)	18,134	(98,616)
2039	125,150	(52,562)	(187,091)	18,712	(95,791)
2040	128,692	(53,877)	(187,093)	18,757	(93,521)
2041	132,994	(55,239)	(187,093)	20,277	(89,061)
2042	136,797	(56,620)	(187,090)	22,761	(84,153)
2043	140,710	(58,206)	(187,089)	21,930	(82,655)
2044	144,679	(59,488)	(187,094)	22,385	(79,517)
2045	148,758	(60,975)	(187,095)	23,031	(76,280)
2046	152,526	(62,478)	(187,094)	23,421	(73,625)
2047	156,880	(64,040)	(187,091)	26,646	(67,605)
2048	160,134	(65,834)	(187,094)	24,458	(68,336)
2049	164,675	(67,284)	(187,092)	26,573	(63,128)
2050	169,712	(68,976)	(187,094)	27,373	(58,985)
2051	174,041	(70,676)	(187,092)	28,348	(55,379)
2052	179,039	(72,443)	(187,093)	30,824	(49,673)
2053	184,187	(74,472)	(187,093)	29,836	(47,541)
2054	189,395	(76,113)	(187,091)	30,686	(43,123)
2055	194,746	(78,016)	(187,091)	31,662	(38,698)
2056	199,713	(79,938)	(121,401)	31,934	30,309
2057	205,441	(81,936)	0	37,759	161,264
2058	209,665	(84,229)	0	32,692	158,128
Total	**$4,299,430**	**($1,801,835)**	**($4,982,666)**	**$655,270**	**($1,829,800)**

Incentives and Liquidated Damages
In order to provide incentives for the timely achievement of the committed milestones within the construction schedule the PA includes an at-risk Development Fee and an at-risk Incentive Regime, both payable by the City in the event of timely completion. The PA also includes liquidated damages payable by APCLA and PWJV to the City in the event of delayed completion.

Development Fee to APCLA
Up to $30 million of APCLA's $35 million Development Fee is subject to reduction or elimination in a delay scenario.

Development Fee to APCLA			
	Fee Range *(in millions)*		
Fee Milestone	**Max.**	**Min.**	**Description**
Upfront	$5	$5	This fee is payable to APCA within the first monthly progress payment estimated to be in Dec. 2025.
Olympics Readiness March 31, 2028 - May 30, 2028	20	0	$20 million payable if Olympics Readiness is achieved by March 31, 2028 For each day of delay past that date, $327,869 reduction to the maximum amount, declining to zero by May 30, 2028. This portion of the fee is at risk on a "no excuses" basis, meaning that these date assumptions and these reductions to the fee are fixed regardless of the reason for any delay to construction, even if the reason for a delay to achievement of Olympics Readiness is a City-held risk (a Relief Event) under the PA.
On-Time Completion February 9, 2029, subject to Relief Events	10	0	$10 million payable if Substantial Completion is achieved by February 9, 2029. For each day past that date, $80,000 reduction to the maximum amount, declining to zero. The date associated with this fee may be extended for City-held risk items (Relief Events) under the Project Agreement – where APCLA can demonstrate that City-held risks have directly delayed the Project's critical path.
Total:	**$35**	**$5**	

Incentive Regime between the City and PWJV
With a goal of incentivizing cost savings, early delivery and positive outcomes on the Project, the PA also includes a negotiated Incentive Regime, whereby the City will pay a bonus to PWJV and its subcontractors/supply chain for timely completion and minimizing project claims and cost overruns.

At the end of the Project, after expiry of the warranty period, the City will calculate the amount remaining in the City's contingency reserve for claims associated with unforeseen conditions and compensable schedule delays (Project Savings Amount). If the Olympic Readiness Deadline was achieved on time, and there are no pending claims or disputes and APCLA releases all claims against the City, the City will pay APCLA (as a full pass-through to the PWJV) an incentive payment of 50 percent of the Project Savings Amount, up to $30 million 90 days after the expiry of the warranty period.

Incentive Regime between the City and PWJV			
Fee Milestone	**Fee Range** *(in millions)* **Max.**	**Min.**	**Description**
Olympics Readiness March 31, 2028 - May 30, 2028	$30	$0	Depending on the level of the Project Savings Amount left over at the end of the Project, 50 percent of the Project Savings Amount up to $30 million would be payable if Olympics Readiness is achieved by March 31, 2028. For each day of delay past that date, a pro rata reduction will be made to the maximum amount, declining to zero by May 30, 2028. This Incentive is an at-risk on a "no excuses" basis, meaning that these date assumptions and these reductions to the fee are fixed regardless of the reason for any delay to construction, even if the reason for a delay to achievement of Olympics Readiness is a City-held risk (a Relief Event) under the PA.

APCLA and PWJV Liquidated Damages for Delay

In addition to APCLA's Development Fee and the incentive regime with PWJV, the PA includes more customary delay liquidated damages payable to the City in various delay scenarios.

- Should APCLA fail to achieve the Olympics Readiness state by March 31, 2028, APCLA must pay $5 million to the City as a one-off liquidated damage.
- Should APCLA fail to achieve Substantial Completion by the Substantial Completion Deadline of February 9, 2029, APCLA must pay liquidated damages to the City of $120,000 for each day of delay.
- Should APCLA fail to achieve Final Completion of the Project by the Final Completion Deadline of May 11, 2029, APCLA must pay liquidated damages to the City of $5,000 for each day of delay if due to failure to submit required documentation and $20,000 for each day of delay if due to failure to meet any other condition.

For the purposes of these liquidated damages, the various Contract Deadlines may be extended or relieved through Relief Events, where APCLA can demonstrate that City-held risks have directly delayed the Project's critical path. The PA also includes a cap on liability of $64.8 million for delay

liquidated damages, which serves to limit APCLA and PWJV's maximum exposure to the liquidated damages for Olympics Readiness and Substantial Completion delays.

FISCAL IMPACT STATEMENT

Should the Council and Mayor adopt the recommendations to proceed with a Project, the full City costs and the General Fund impact will depend on a number of factors including final Project costs, final bond issuance amount and costs including interest costs, and actual Operating Revenues and tax contributions achieved as a result of the Project. As presented in this Report, the total costs of the Project is estimated to be $2,489 million. Based on this cost, the average annual net General Fund impact over the 30 year operating period is estimated to be $61 million, in nominal dollars. This net General Fund impact represents the gap between the Operating Revenues and tax contributions achieved against the operating expenditures and debt service payments required on an annual basis. The net General Fund impact will be greater if the Operating Revenues and tax contributions do not materialize as planned.

On an annual basis, the actual amount that the General Fund will need to support the operating expenditures and debt service payments on the Project will be greater than $61 million. From fiscal years 2030-31 to 2036-37, the City would need to budget over $100 million annually from revenues not directly or indirectly derived from the LACC operations. The impact on the General Fund slowly decreases over time and only flips to a positive impact in fiscal year 2055-56 when the final lease payment is made. There is no additional General Fund impact in 2025-26 and 2026-27 as sufficient funding for lease payments (debt service) due in these years will be paid from bond proceeds within the Capitalized Interest Fund. Lease payments beginning on April 15, 2029 (2028-29) through April 15, 2055 (2054-55) will require future annual General Fund budget appropriations in the Capital Finance Administration Fund (Fund 100, Department 53).

There is no additional General Fund impact as a result of terminating the Project at this point.

DEBT IMPACT STATEMENT

This Report is being considered concurrent to an accompanying report that would authorize the issuance and sale of Municipal Improvement Corporation of Los Angles (MICLA) Lease Revenue Bonds to finance this Project. The Project, if approved, will cause the City, through MICLA, to borrow an estimated total of $2.69 billion in lease revenue bonds. Over the 31 year amortization period, total estimated debt service is $5.39 billion of which $409.43 million will be paid from capitalized interest (bond proceeds) and the remaining $4.98 billion (net debt service) will be payable from lease payments to be made by the City to MICLA, which is an obligation of the General Fund. The estimated average annual debt service is $179.7 million. Final bond maturity is expected to be in 2055-56. The lease payments will require future budget appropriations in the Capital Finance Administration Fund (Fund 100, Department 53). Actual interest rates may differ as rates are dependent on market conditions at the time of issuance.

FINANCIAL POLICIES STATEMENT

The recommendations in this Report comply with the City's Financial Policies in as much as they recognize that initiating multi-year projects or adding new items to the budget with future year expenditure requirements, necessitates the City to consider its ability to continue to pay these future year expenses. The issuance of the Bonds will not cause the City's debt obligation payments to exceed six percent of General Revenues for non-voter approved debt as established in the City's Financial Policies. After the issuances of the Bonds, the projected non-voter approved debt ratio is the highest in 2030-31 at 3.98 percent.

MWS:BC:HTT:MFC: 09260032

Attachment One: LACC and Project Maps, Proposed Digital Signage Map
Attachment Two: Proposed Project Agreement
Attachment Three: Proposed Project Technical Requirements
Attachment Four: CEQA Findings and Second Addendum to the Environmental Impact Report (EIR)

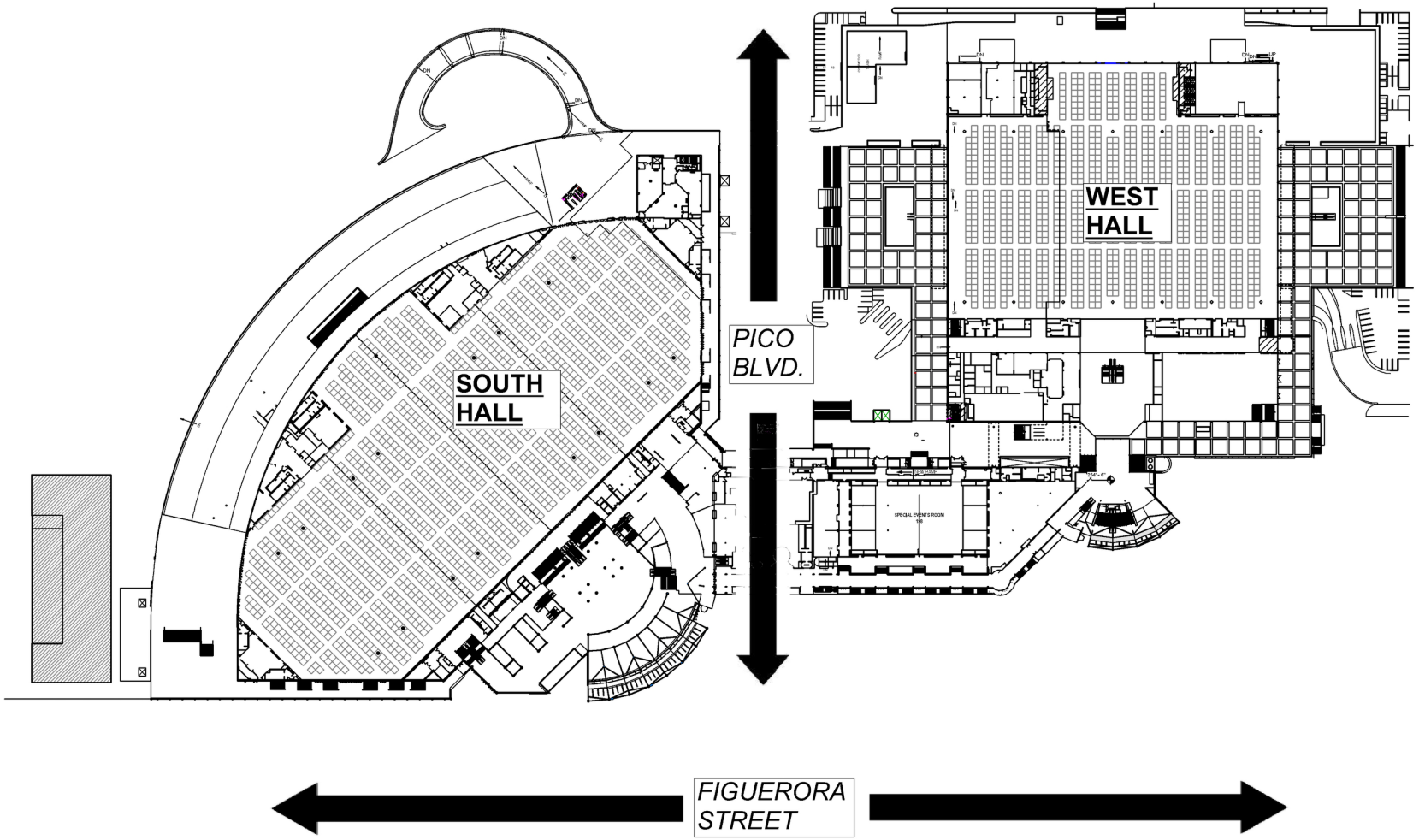
ATTACHMENT ONE:

LACC SITE PLAN AND PROPOSED DIGITAL SIGNAGE

ATTACHMENT ONE

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LACC - EXISTING CONDITIONS



1 LEVEL 250 OVERALL PLAN - EXHIBIT LEVEL
1/64" = 1'-0"

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LOS ANGELES CONVENTION CENTER

EXPANSION + MODERNIZATION

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05/17/19

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ISSUED DATE 05/17/19

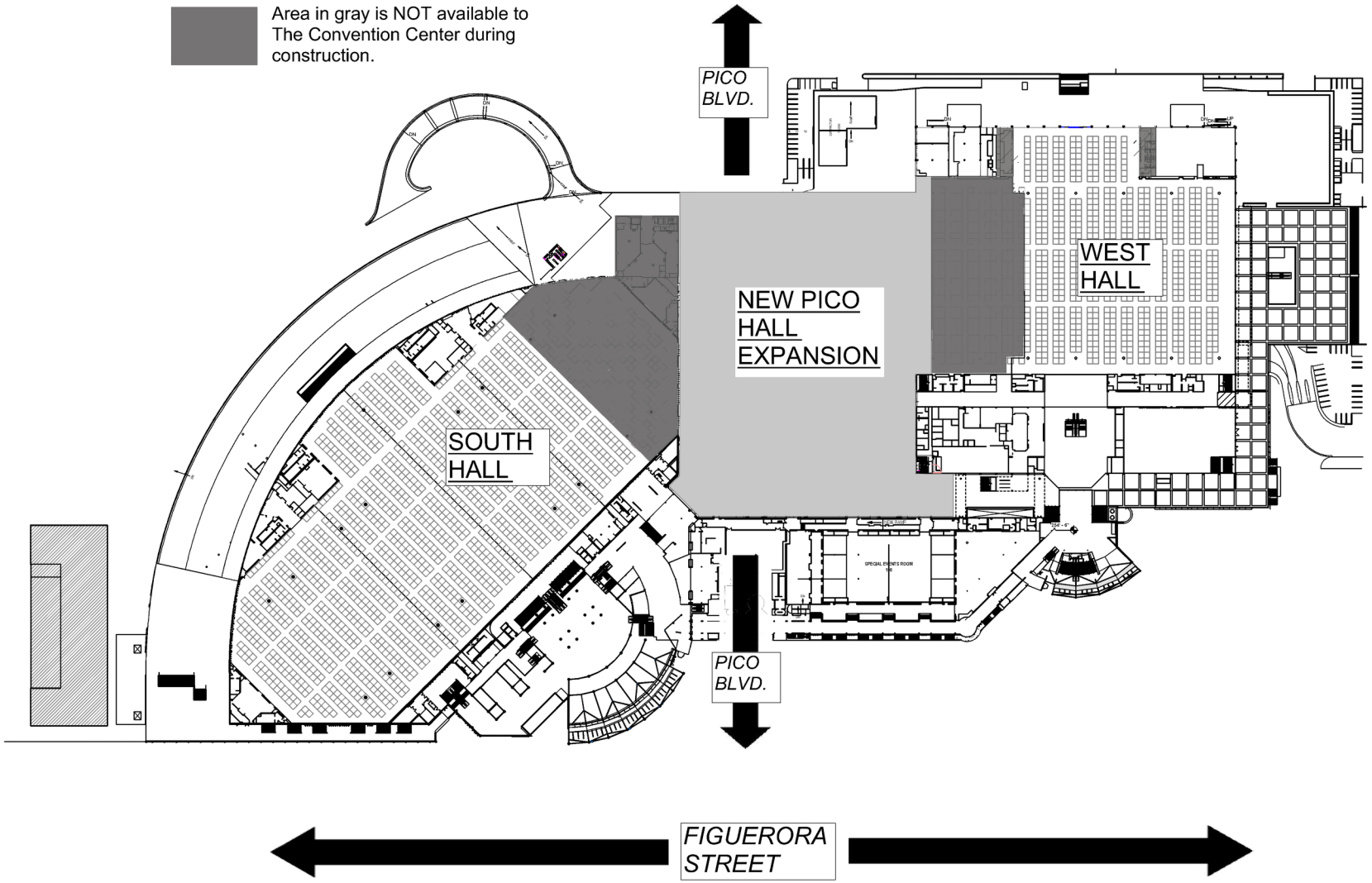
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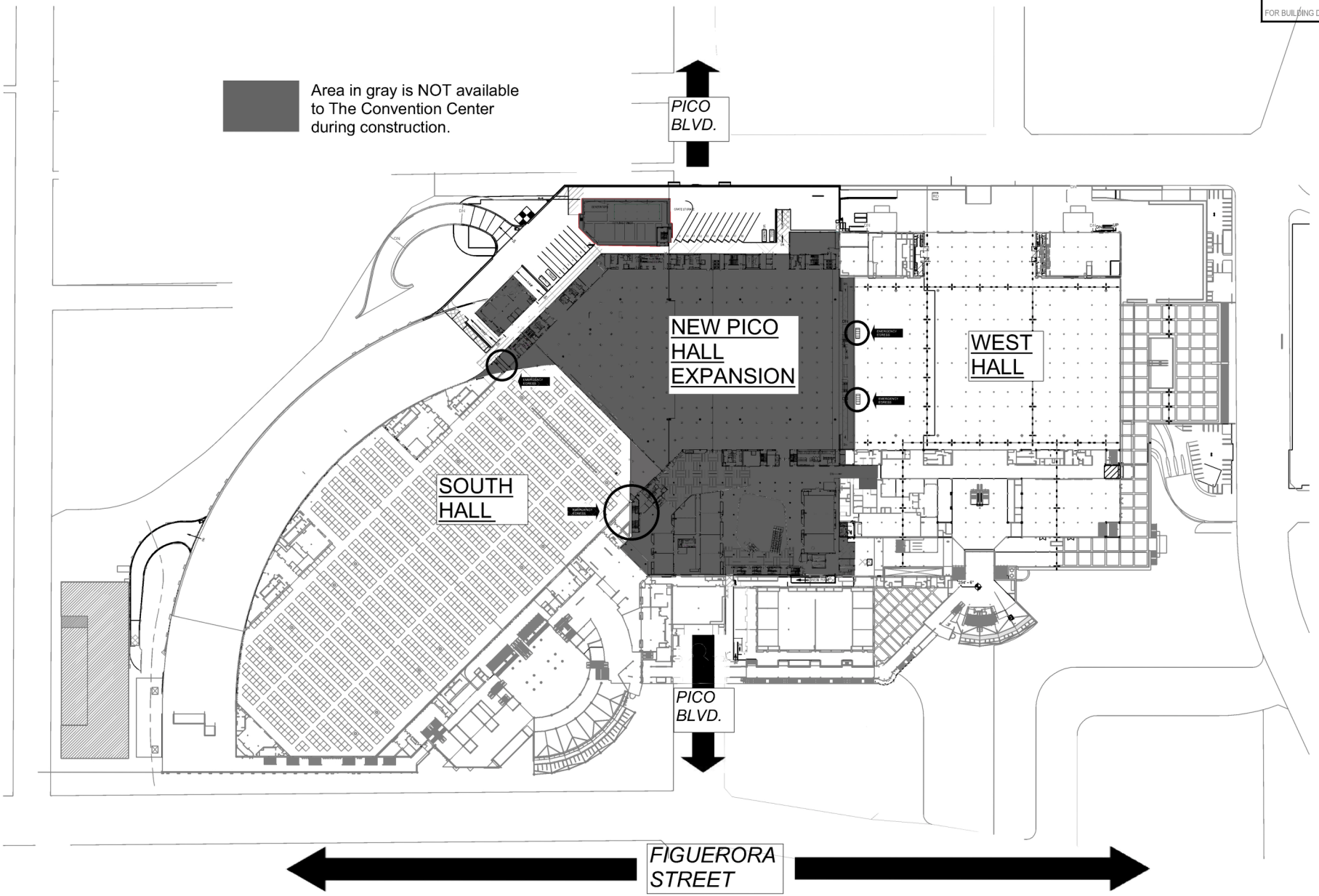
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OVERALL REFERENCE PLAN - LEVEL 250 - CONSTRUCTION

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1 LEVEL 250 OVERALL PLAN - EXHIBIT LEVEL
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0 32' 64' 128'

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OVERALL REFERENCE PLAN - LEVEL 250 OLYMPIC CONDITION

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Digital Sign Program

The Digital Signage Program involves design, construction, procurement, fabrication, supply, and installation of new digital displays across the LACC campus. The proposed full signage program consists of six new digital signs throughout the LACC campus; two signs facing the freeway (Freeway Facing) and four signs along Figueroa Blvd. (Figueroa Facing).

Freeway Facing Signage



Figueroa Facing Signage



Attachment Two: Proposed Project Agreement

LOS ANGELES CONVENTION CENTER

EXPANSION AND MODERNIZATION PROJECT

VOLUME I

PROJECT AGREEMENT

BETWEEN

CITY OF LOS ANGELES

and

AEG PLENARY CONVENTIONS LOS ANGELES LLC

DATED AS OF _____, 2025

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PROJECT AGREEMENT

LOS ANGELES CONVENTION CENTER EXPANSION AND MODERNIZATION PROJECT

This Project Agreement (the "**Agreement**") is made and entered into this ____ day of _____, 2025 (the "**Effective Date**"), by and between the City of Los Angeles ("**Owner**"), a municipal corporation, and AEG Plenary Conventions Los Angeles LLC, a limited liability company organized under the laws of the State of California ("**Developer**"), with reference to the following facts:

A. Owner is the owner of the Los Angeles Convention Center, a major convention center at 1201 South Figueroa Street, Los Angeles, California, and located in the area bounded by South Figueroa Street to the east, the 110 freeway to the west, Chick Hearn Court to the north and Venice Boulevard to the south (the "**LACC**").

B. Owner desires to expand the LACC and modernize certain of its existing facilities.

C. In 2018, Anschutz Entertainment Group, Inc. ("**AEG**") proposed to Owner to take responsibility for the LACC expansion and modernization in partnership with Plenary Group and that the expansion and modernization be undertaken as a public-private partnership using a design-build-finance-operate-maintain model.

D. The Los Angeles City Council ("**City Council**") determined it was appropriate to evaluate AEG's proposal due to AEG's long-standing relationship with Owner, its position as an adjacent property owner, its long-term rights in and to Owner's property and the concurrent expansion of AEG's JW Marriott Hotel adjacent to the LACC.

E. As a result of that evaluation and discussions with AEG and Plenary, and with City Council approval, Owner and AEG entered into an Exclusive Negotiating Agreement (the **"ENA**") on January 15, 2019 for the negotiation of (i) a long-term public-private partnership agreement for the LACC expansion and modernization and (ii) the expansion of AEG's JW Marriott Hotel.

F. AEG subsequently assigned its right, title and interest under the ENA to Developer, Developer assumed AEG's obligations under the ENA, and the City consented to such assignment and assumption.

G. Developer is engaged in the business of providing design, preconstruction and construction services of the type sought by Owner.

H. Developer selected PCL Webcor A Joint Venture, a joint venture comprised of PCL Construction Services Inc., a Colorado corporation, and Webcor Construction, LP, a California limited partnership, as its design-build contractor for the project contemplated under the ENA;

I. The ENA expired on January 9, 2022.

J. On July 2, 2024, the City Council authorized the execution of the below-referenced term sheet with respect to the Early Works Agreement (defined below in Recital K) and the negotiation and execution of the Early Works Agreement.

K. Owner, Developer and L.A. Arena Land Company, LLC executed the said term sheet with respect to the Early Works Agreement as of July 2, 2024.

L. Owner, Developer and L.A. Arena Land Company, LLC entered into an agreement dated as of November 4, 2024 for the performance of certain design and development work in support of the Project, which was subsequently amended and restated as of [●] [●], 2025 (the "**Early Works Agreement**").

M. Pursuant to the Early Works Agreement, Owner and Developer have engaged in good faith negotiation of this Agreement and the other Contract Documents for the expansion and modernization of the LACC.

N. Pursuant to the Early Works Agreement, each applicable AEG Entity agreed to modify and/or release the AEG Rights as necessary to enable the Project to be constructed or operated in accordance with the Project's final design.

O. Concurrently with the execution of this Agreement, each applicable AEG Entity executed its respective modification/release as contemplated in the Early Works Agreement.

P. Developer submitted its Proposal on August 1, 2025;

Q. AEG held an interest in Developer at the time of its formation and at the time of execution of the ENA and the Early Works Agreement, but has since relinquished such interest. The sole member of Developer as of the Effective Date is Plenary Americas US Holdings Inc.

R. Developer delivered to Owner on [●], 2025: (1) this Agreement, executed by Developer; (2) a copy of the Design-Build Contract, fully executed by Developer and the Design-Build Contractor; (3) a copy of each other Key Contract, fully executed by the Design-Build Contractor and the relevant Key Contractor; and (4) a written guaranty executed by each DB Parent Guarantor in favor of Developer and Owner;

S. The City Council approved the Contract Documents on **[●]**;

T. The Board of Public Works of the City of Los Angeles (the "**Board**") approved the Contract Documents on [●], 2025,

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS; CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; OTHER DOCUMENTS

1.1 Definitions

Definitions for certain acronyms, abbreviations and terms used in this Agreement and the other Contract Documents are contained in Exhibit 1 (Abbreviations and Definitions).

1.2 Contract Documents; Rules to Reconcile Conflicting Provisions

1.2.1 The term "**Contract Documents**" shall mean the documents listed in Section 1.2.2. Each of the Contract Documents is an essential part of the agreement between the Parties. The Contract Documents are intended to be complementary and to be read together as a complete agreement.

1.2.2 Subject to Sections 1.2.3 and 1.2.4, in the event of any conflict, ambiguity or inconsistency within the Contract Documents, the order of precedence, from highest to lowest, shall be as follows:

(a) this Agreement (Volume I of the Contract Documents), including all Exhibits, except Exhibit 2 (Developer Commitments);

(b) Technical Requirements (Volume II of the Contract Documents); and

(c) Exhibit 2 (Developer Commitments); provided that if Owner determines, in its sole discretion, that any Developer commitment in Exhibit 2 is more beneficial to Owner than is specified elsewhere in the Contract Documents, then such commitment shall take precedence.

Change Orders, Directive Letters directing Developer to implement an Owner Change, Deviations and other amendments will have the priority just above the document that is being amended.

1.2.3 In the event of any conflict, ambiguity or inconsistency within the Contract Documents, the following rules of interpretation shall apply.

1.2.3.1 If the Contract Documents contain differing provisions on the same subject matter and within the same order of precedence pursuant to Section 1.2.2, the provisions that provide greater detail or establish a higher quality, manner or method of performing the Work, or use more stringent standards shall prevail.

1.2.3.2 Additional details in a lower priority Contract Document shall be given effect except to the extent they irreconcilably conflict with requirements, provisions and practices contained in the higher priority Contract Document.

1.2.3.3 If the Contract Documents contain differing provisions on the same subject matter that cannot be reconciled by applying the rules in Section 1.2.3.1 or 1.2.3.2, then the provisions contained in the document of higher order of precedence shall prevail over the provisions contained in the document of lower order of precedence, unless Owner, in its reasonable discretion, approves or directs otherwise in writing.

1.2.3.4 In the event of an irreconcilable conflict between specific provisions of the Contract Documents and any standards, criteria, requirements, conditions, procedures, specifications or other provisions applicable to the Project established by reference to a manual or publication within a lower priority Contract Document, the specific provision of the higher priority Contract Document shall prevail over said standards or other provisions established by reference, to the extent of the irreconcilable conflict.

1.2.3.5 In the event of a conflict among any standards, criteria, requirements, conditions, procedures, specifications or other provisions applicable to the Project, established by reference to a manual or publication within a Contract Document or set of Contract Documents with the same order of priority, the standard, criterion, requirement, condition, procedure, specification or other provision offering the higher quality, manner or method or performing will apply unless Owner, in its reasonable discretion, approves or directs otherwise in writing.

1.2.3.6 In the event of a conflict among the standards, criteria, requirements, conditions, procedures, specifications or other provisions of the Technical Requirements and those established by reference to a manual or publication, the Technical Requirements shall prevail.

1.2.3.7 In all other respects, in the event of a conflict, ambiguity or inconsistency within the Contract Documents, general rules concerning construction of contracts in the State shall be applicable.

1.2.4 This Section 1.2 shall not apply to provisions in the Technical Requirements that are erroneous, create a potentially Unsafe Condition, or may be inconsistent with Good Industry Practice or applicable Law or Governmental Approvals. Instead, such provisions shall be reconciled under Section 7.2.3.

1.3 Conflicts, Ambiguities or Inconsistency in Developer's Management Plans

In the event of any conflict between Developer's Project Management Plan and any of the Contract Documents, or if any provisions in Developer's Project Management Plan are in conflict, ambiguous or inconsistent, Developer shall modify the Project Management Plan to be consistent with the Contract Documents or cure the ambiguity or inconsistency in a manner satisfactory to Owner.

1.4 Reference Documents

1.4.1 Owner has provided the Reference Documents to Developer. Reference Documents are for information only, and are not mandatory or binding on Developer, provided that Developer shall be deemed to have reviewed and have knowledge of the information and analyses contained in the Reference Documents.

1.4.2 Owner does not represent, warrant or guarantee the accuracy or completeness of the Reference Documents or the information contained in the Reference Documents or that such information is in conformity with the requirements of the Contract Documents, Governmental Approvals or Laws. Owner shall not be responsible or liable in any respect for any causes of action, claims or Losses by any Developer-Related Entity by reason of any use of information, opinions or recommendations contained in, any conclusions Developer may draw from, or any action or forbearance in reliance on, the Reference Documents, except to the extent that the Contract Documents incorporate specific provisions of the Reference Documents by reference.

1.5 City as Owner

Except where clearly and expressly provided otherwise in the Contract Documents, the capacity of the City in the Contract Documents shall be solely in its proprietary capacity as owner of the Project. Subject to the foregoing, any obligations or restrictions imposed by the Contract Documents on Owner, or any rights approvals, or interests granted by Owner under the Contract Documents, shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City in its governmental capacity, including enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, operational or enforcement functions of the City pursuant to federal, state, or local law.

ARTICLE 2. NATURE OF AGREEMENT; RIGHT OF ENTRY; TERM; RELEASE OF AEG RIGHTS

2.1 Nature of Agreement

Owner hereby grants to Developer the right, and Developer accepts the obligation and agrees, during the term of this Agreement, to design and build the Project.

2.2 Right of Entry

2.2.1 Developer and its Contractors shall have the non-exclusive (except to the extent of any exclusivity expressly granted pursuant to Section 2.2.2) right to enter onto the Site, subject to and in accordance with the applicable terms and conditions of the Contract Documents, to carry out Developer's obligations under this Agreement as follows:

(a) From the date of issuance of NTP 2 through the Substantial Completion Date or any earlier termination of this Agreement, excluding the LA28 Exclusive Use Period (if applicable), to perform the Construction Work;

(b) From the Substantial Completion Date through the Final Completion Date or any earlier termination of this Agreement, excluding the LA28 Exclusive Use Period (if applicable), to perform such Construction Work as may be necessary to close out the Project Punch List and otherwise achieve Final Completion; and

(c) During the Warranty Period, to perform the Warranty Work,

collectively, the "**Project Right of Entry**."

2.2.2 Subject to and in accordance with the applicable terms and conditions of the Contract Documents, Developer and its Contractors shall have the exclusive right to enter onto the Expansion Site from the date of issuance of NTP 2 through the Substantial Completion Date or any earlier termination of this Agreement, excluding the LA28 Exclusive Use Period (if applicable), to perform the Expansion Work; provided that nothing in this Section 2.2.2 shall limit the right of Owner and its officers, employees, agents, consultants, contractors and other authorized representatives to access the Expansion Site to exercise its rights or perform its obligations as contemplated in the Contract Documents.

2.2.3 Developer shall comply with, and shall ensure that all Contractors comply with, all agreements, easements, rights of entry, covenants, conditions, restrictions and other instruments

encumbering the Site or under which Owner has received or will receive title or rights of entry or rights of access to the Site.

2.3 Nature of Developer's Role and Interest

2.3.1 General

The Parties acknowledge, recognize and agree as follows, and all provisions of the Contract Documents shall be read and construed consistently with the following:

(a) Developer is not the legal or equitable owner or lessee of the Site or the Project improvements for any purpose;

(b) The Project Right of Entry creates only a mere non-exclusive license to enter;

(c) The license to enter is for the sole purpose of performing the covenants and obligations Developer owes to Owner, and Developer has no right to enter or be on the Project or Site for any other purpose or activity;

(d) Developer's interests under this Agreement are limited to the contract rights constituting intangible personal property, including such non-exclusive right to enter;

(e) Developer's rights under this Agreement are derived solely from its status as an independent contractor under this Agreement, and not as Licensee, lessee, easement holder, optionee, lienor, mortgagee, purchaser or owner of any other interest in real property;

(f) The payments to be received by Developer under this Agreement are for services to be performed by Developer, and are not payments in the nature of rent, fees with respect to real property, or purchase price of real property.

(g) Developer has no profit interest in the Project or use thereof;

(h) This Agreement and the other Contract Documents together constitute a consolidated contract for services and Work by Developer; and

(i) Developer's activities are governed by and subject to the terms and conditions of this Agreement and the Technical Requirements, and Developer has no right to control and manage the Project separate and apart from Owner's policies, ordinances, codes, rules, and regulations.

2.3.2 Possessory Interest Tax

Owner hereby advises Developer, in accordance with California Revenue and Taxation Code section 107.6, that, notwithstanding Section 2.3.1, any possessory interest created by this Agreement may be subject to property taxation, and that Developer may be subject to payment of property taxes levied on such possessory interest. In the event that the County of Los Angeles or any other agency of competent jurisdiction seeks to impose a possessory interest tax on all, or any portion, of Developer's interest under this Agreement, the Site or the Project improvements

(provided that the foregoing shall not include any interest that Developer may acquire under Section 7.5.3 (Temporary Interests in Property)), then:

(a) Developer shall notify Owner and deliver copies of all documentation relating thereto as soon as practicable but not later than three Business Days following receipt of any such document;

(b) Developer shall contest any such imposition if and as directed by Owner, shall make claims for refund, take all appeals available under applicable Law, and shall not pay any such tax. Developer shall cooperate and consult regularly with Owner, and follow Owner's reasonable directions, concerning tax protest and litigation strategy in any such circumstance;

(c) Owner shall make a payment of the tax liability on Developer's behalf while continuing with the ongoing property tax appeal or litigation, as applicable, including if such payment is a precondition to the making of any appeal that Owner directs Developer to undertake;

(d) If a final, unappealable decision is made imposing the tax, Owner will pay the tax liability and any penalties (including any penalties for nonpayment) and interest imposed as a result of Developer's compliance with Section 2.3.2(a) or (b) directly to the County of Los Angeles upon 60 days' written notice from Developer of such decision, unless the tax liability is assessed as a result of Developer's failure to comply with Developer's obligations under Section 2.3.2(a) or (b). If Developer receives any refund of the tax pursuant to a claim for refund or other appeal, Developer shall pay to Owner an amount equal to such refund within 15 days of receipt;

(e) Developer shall submit to Owner an invoice (in a format acceptable to Owner) on a monthly basis in arrears for all reasonable costs and expenses incurred by Developer in complying with its obligations under Section 2.3.2(b), together with detailed, supporting documentation evidencing same. Within 30 days of receipt of such invoice and supporting documentation, subject to Section 11.4 (Disputed Amounts), Owner will reimburse Developer for such invoiced amount; and

(f) Owner reserves the right to direct Developer to assign to Owner any appeals rights available under applicable Law in order for Owner to directly assume the property tax appeal or litigation. Any such assignment shall be effected through an agent's authorization or similar document acceptable to both Developer and Owner.

2.3.3 Passage of Title

2.3.3.1 Title to all materials, equipment, tools and supplies furnished under the Contract Documents for incorporation into the Project shall pass to Owner, free and clear of all liens or other charges of any kind or nature, upon incorporation into the Project or, for items that will not be incorporated into the Project, upon delivery to the Site.

2.3.3.2 Developer shall furnish or execute all necessary documents of title within 90 days of receiving a written request from Owner.

2.3.3.3 Passage of title to Owner shall not affect Developer's care, custody and control responsibilities. From and after the date of issuance of NTP 2, Developer shall be responsible for care, custody and control of all components of the Project, including all materials, equipment, tools and supplies described in Section 2.3.3.1, until the Termination Date, except Developer shall be responsible for care, custody and control of all elements of the Project that will be owned by Utility Owners or Authorities Having Jurisdiction from the date of issuance of NTP 2 until acceptance of such elements by the relevant Third Party.

2.4 Limitation on Developer's Rights

Notwithstanding anything to the contrary in the Contract Documents, Developer has no power or authority to make any commitments on Owner's behalf or to execute agreements in the name of or on behalf of Owner. Developer shall not enter into any agreement with any Governmental Entity, Utility Owner, Authority Having Jurisdiction, property owner or other Third Party having regulatory jurisdiction over any aspect of the Project or Work or having any property interest affected by the Project or the Work that in any way purports to obligate Owner, or states or implies that Owner has an obligation, to the Third Party to carry out any installation, design, construction, control, supervision, regulation or other activity after the termination or expiration of this Agreement, unless Owner otherwise approves.

2.5 No Contractual Relationship with Licensees

This Agreement does not create a contractual relationship between Developer and the Licensees. Developer's obligations related to the Project, including obligations related to coordination with Licensees, are set forth in this Agreement, without reference to the License Agreements.

2.6 Modification of Existing AEG Rights

Owner and Developer acknowledge that existing AEG Rights shall not be modified for this Project, other than as contemplated in the Early Works Agreement.

2.7 Early Works Agreement

The Parties agree that all design work performed under the Early Works Agreement is deemed Design Work performed under this Agreement.

ARTICLE 3. LA28 OLYMPICS

3.1 Olympics Readiness

Developer acknowledges and agrees that achieving Olympics Readiness prior to the LA28 Olympics is of paramount importance to the City, and that this Project is being undertaken as contemplated in this Agreement on the express condition that Developer will use its best efforts to achieve Olympics Readiness by the Olympics Readiness Deadline and implement all measures as set forth in the Contract Documents in the event of any Delay to achieving Olympics Readiness.

3.2 LA28 Use

3.2.1 LA28 Non-Exclusive Use Period

(a) The LA28 Exclusive Use Zone will be subject to non-exclusive use by LA28 for the LA28 Olympics during the LA28 Non-Exclusive Use Period.

(b) Developer shall cause Contractors to perform all Work during the LA28 Non-Exclusive Use Period so as to minimize disruption to and interference with LA28 and all activities on Site related to preparing for the LA28 Olympics.

3.2.2 LA28 Exclusive Use Period

Subject to Section 3.3, the LA28 Exclusive Use Zone will be subject to exclusive use by LA28 during the LA28 Exclusive Use Period.

3.3 LA28 Olympics Contingency Plan

Developer and its Contractors shall have no right of entry to the LA28 Exclusive Use Zone during the LA28 Exclusive Use Period, except (i) to the extent necessary to perform Warranty Work within the Project Limits, (ii) to provide security and maintenance for the LA28 EUP Expansion Site, and (iii) to respond promptly to technical issues with the Work that may arise during the LA28 Olympics, as more particularly described in Appendix 16B (Requirements through Olympics) of the Technical Requirements, in each case in such manner that minimizes the impact on the LA28 Olympics.

3.3.1 Delayed Olympics Readiness

If, for any reason, it is determined pursuant to Section 2 of the Technical Requirements required thereunder that Olympics Readiness will not be achieved by the Olympics Readiness Deadline, then Developer shall perform and comply with, and shall cause all Contractors to perform and comply with, the LA28 Olympics Contingency Plan and accepted LA28 Olympics Readiness Intervention Plans as described in Section 2.4.2.5 (LA28 Olympics Readiness Intervention Plan) of the Technical Requirements as accepted by Owner.

3.3.2 Costs of LA28 Olympics Readiness Intervention Plan

The direct costs of implementing the accepted LA28 Olympics Readiness Intervention Plans (the "**LA28 Olympics Readiness Intervention Plan Costs**") shall be shared pro rata between the Parties, based on the aggregate number of days of Relief Events Delays incurred on the Project for which Delay Recovery Solutions were not feasible, if any, as compared to the aggregate number of days of non-Relief Event Delays, between the Effective Date and the Olympics Readiness Deadline. Such direct costs shall not include any extended overhead incurred during the LA28 Exclusive Use Period. Each Party shall otherwise bear its own costs. The Parties shall work together to determine, on an Open Book Basis, the amount of LA28 Olympics Readiness Intervention Plan Costs and LA28 Olympic Readiness Intervention Plan, and Developer shall invoice Owner for Owner's undisputed pro rata share together with the relevant Monthly Progress Payment invoice(s) in accordance with the procedure set forth in Section 11.1.

3.3.3 Relocation of LA28 Olympics

In the event that, notwithstanding Developer complying with all of its obligations with respect to Olympics Readiness, the accepted LA28 Olympics Intervention Plans, it is determined that Olympics Readiness will not be achieved by the Olympics Readiness Deadline and the LA28 Olympics are relocated, in whole or in part, Owner will issue a deductive Change Order to reflect the reduced costs to Developer of completing the Project.

ARTICLE 4. TAX-EXEMPT FINANCING-RELATED OBLIGATIONS

4.1 Developer Acknowledgment

Developer acknowledges that the City has advised Developer that the City will finance the Project, in whole or in part, with the proceeds of tax-exempt obligations (the "**Obligations**"), and as such, the City is responsible for complying with certain federal tax law requirements relating to the expenditure of proceeds of the Obligations (the "**Bond Requirements**") and certain ongoing record retention requirements related thereto (the "**Recordkeeping Requirements**"), including a requirement to apply all but a *de minimis* amount of the proceeds of the Obligations to capital expenditures (for federal tax purposes) of the Project.

4.2 Developer Obligations

Developer shall:

(a) assist the City in complying with the Bond Requirements and to consult with the City as necessary to ensure such requirements are satisfied.

(b) assist the City in complying with the Recordkeeping Requirements to document the completed work on the Project (the "**Supporting Information**"). Such Supporting Information shall include the information developed under Article 11 and such other information as reasonably requested by the City to comply with the Bond Requirements and the Recordkeeping Requirements.

(c) notwithstanding any other provision of this Agreement, not dispose of any Supporting Information until such documentation is transferred to the City in a format agreeable to the City and the City acknowledges receipt thereof.

(d) execute one or more certifications as requested by the City in connection with the issuance of the Obligations for the Project to support the statements and obligations in this Article 4.

ARTICLE 5. SUBMITTALS; MANAGEMENT SYSTEMS AND OVERSIGHT

5.1 Submittal Review Terms and Procedures

5.1.1 Terms and Procedures

Developer shall comply with the terms and procedures for Submittals review set forth in Exhibit 11 (Submittals Review Process).

5.1.2 Conflicting Provisions

Exhibit 11 (Submittals Review Process) sets forth uniform terms and procedures for Submittals. In the event of any conflict between the provisions of Exhibit 11 and any other provisions of the Contract Documents or Project Management Plan concerning procedures with respect to submission, review, comment, approval, consent, determination, decision or other actions with respect to Submittals, Exhibit 11 shall govern and control to the extent of such conflict, except to the extent that the conflicting provision expressly states that it supersedes Exhibit 11.

5.1.3 Limitations on Developer's Right to Rely

5.1.3.1 No action or failure to take action by or on behalf of Owner relating to Oversight (including acceptance of either the Project Management Plan) or other act or omission of Owner shall:

(a) constitute an approval or acceptance by Owner of Developer's performance of its obligations in accordance with the Contract Documents;

(b) alter, waive, diminish or otherwise prejudice any rights, remedies or powers that Owner has under the Contract Documents or otherwise;

(c) limit Developer's obligation to perform the Work in accordance with the Contract Documents; or

(d) affect Developer's liabilities and obligations to fulfill the requirements of the Contract Documents (including its indemnity obligations).

5.1.3.2 Developer acknowledges and agrees that review, comment, exception, objection, rejection, approval, disapproval, acceptance, concurrence, certification or failure to conduct any such activity by Owner:

(a) is solely for the benefit and protection of Owner;

(b) does not relieve Developer of its responsibility for the selection and the competent performance of all Developer-Related Entities and their personnel;

(c) does not relieve Developer from compliance with the requirements of the Contract Documents or create or impose upon Owner any duty or obligation toward Developer to cause it to fulfill the requirements of the Contract Documents;

(d) shall not be deemed or construed as any kind of warranty, express or implied, by Owner;

(e) may not be relied upon by Developer or used as evidence in determining whether Developer has fulfilled the requirements of the Contract Documents;

(f) shall not relieve Developer from liability for, and responsibility to replace Nonconforming Work (including Work based on Design Documents to the extent that they include a change, deviation, modification, alteration or exception from the Technical Requirements not approved as a Deviation) and to cure Developer Defaults;

(g) shall not be deemed or construed as any assumption of risk by Owner as to design, construction, equipping, supply, performance or quality of the Project or performance of the Work; and

(h) may not be asserted by Developer against Owner as a legal or equitable defense to, or as a waiver of or relief from, Developer's obligation to fulfill the requirements of the Contract Documents.

5.1.3.3 Notwithstanding the provisions of Sections 5.1.3.1 and 5.1.3.2, Developer shall be entitled to rely on Owner's written approval of specific Deviations under Section 12.5 (Deviations).

5.1.3.4 Owner's approval of Release for Construction Documents shall constitute approval of the design by Owner for purposes of Government Code section 830.6, but shall not be deemed to relieve Developer of liability for the design.

5.2 Project Management Plan

5.2.1 Developer shall develop the Project Management Plan and its component parts, plans and other documentation in accordance with the requirements in Section 2.7 (Project Management Plan) of the Technical Requirements and Good Industry Practice including those requirements applicable to Quality Assurance and Quality Control.

5.2.2 Developer shall submit to Owner, in accordance with the procedures and timeline described in the Technical Requirements, each component part, plan and other documentation of the Project Management Plan, and any proposed changes or additions to or revisions of any such component part, plan or other documentation.

5.2.3 Developer shall not commence any aspect of the Work before approval of the relevant component parts, plans and other documentation of the Project Management Plan applicable to such Work.

5.2.4 If any part, plan or other documentation of the Project Management Plan refers to, relies on or incorporates any manual, plan, procedure or like document, then all such referenced or incorporated materials shall be submitted to Owner for review, marked to identify relevant provisions; provided that, for any such documents which are publicly available at no cost, Developer may provide a statement regarding how to obtain a copy, and detailed information regarding relevant provisions, in lieu of submitting a copy.

5.2.5 Developer shall monitor the Work and prescribe times for internal audits of the Project Management Plan, and shall carry out such internal audits at the times prescribed and shall promptly remedy all findings to Owner's satisfaction.

5.2.6 Developer shall cause all Contractors to comply with applicable requirements of the Project Management Plan.

5.3 Quality Assurance, Quality Control, Generally

Without limiting Owner's rights under Section 5.4, Developer is responsible for all Quality Assurance and Quality Control activities (including self-monitoring activities) necessary to manage the Project. Developer shall undertake all aspects of Quality Assurance and Quality Control for the Project and the Work in accordance with the Project Management Plan, the

Technical Requirements, other applicable provisions of the Contract Documents, Good Industry Practice and applicable Law.

5.4 Oversight by Owner

5.4.1 Owner shall have the right at all times to conduct Oversight of the Work to the extent Owner deems necessary or advisable, in its sole discretion, provided that Owner shall conduct any such Oversight in a manner that does not unreasonably interfere with the Work. Owner may, in its sole discretion, designate any Person(s) to carry out Oversight on its behalf.

5.4.2 Developer shall furnish Owner with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements of the Contract Documents. If Owner so requests at any time before Final Completion, Developer shall remove or uncover such portions of the finished Work as directed. After examination, Developer shall restore the uncovered portions of the Work to the standard required by the Contract Documents. If Owner determines that the Work so exposed or examined is Nonconforming Work, the provisions of Section 7.11 shall apply. Developer shall not be entitled to any additional monetary compensation, time extension or any other relief in connection with such request or work except to the extent Owner determines, or it is finally determined pursuant to the Dispute Resolution Procedures, that Developer is entitled to any such relief pursuant to clause (x) of the definition of Compensation Event.

5.5 Financial Reporting

On the first anniversary of the Effective Date and on every subsequent anniversary thereof during the term of this Agreement, Developer shall deliver to Owner certified copies of the most recent annual financial statements of:

(a) Developer;[1]

(b) The Design-Build Contractor, which financial statements shall be audited;[2] and

(c) Each DB Parent Guarantor, which financial statements shall be audited.

ARTICLE 6. GENERAL DEVELOPER OBLIGATIONS

6.1 Planning and Engineering Activities

Developer, through appropriately qualified and licensed design professionals, as identified in the Project Management Plan, shall furnish or cause to be furnished all planning and engineering activities appropriate for design and development of the Project in accordance with the Contract Documents and Good Industry Practice.

[1] APCLA, please provide updated organizational documents and unaudited financials for the City's review.
[2] APCLA, please provide PWJV's and each joint venture member's audited financials for the City's review.

6.2 Site Conditions

6.2.1 Developer acknowledges and agrees that:

(a) it has investigated and satisfied itself as to the conditions affecting the Work, including those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather or similar physical conditions at the Site, the conformation and conditions of the ground, and the character of equipment and facilities needed in connection with the Work;

(b) it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site, including the results of exploratory work and site investigations undertaken by Developer under the Early Works Agreement (including information in the Geotechnical Report, the Hazmat Report and the Utilities Survey), any information provided to Developer by Owner (including information in the Reference Documents), and undertaking a reasonable investigation as of the Setting Date of information made publicly available by the California Department of Toxic Substances Control, utility information made publicly available by NavigateLA and geotechnical information made publicly available by the City's Department of Building and Safety; and

(c) any failure by Developer to acquaint itself with the available information relating to the conditions affecting the Work (other than where the ability for Developer to perform physical site investigations is not permitted by Owner) will not relieve Developer from responsibility for estimating properly the difficulty or cost of successfully performing the Work and shall not be the basis of a Relief Event Claim.

6.2.2 During the progress of the Work, if Developer encounters any Site conditions that may entitle Developer to claim that a Relief Event has occurred, then Developer shall notify Owner in writing within 24 hours of such discovery of the specific condition before it is disturbed. Upon receipt of such notice, Owner shall promptly investigate such conditions and provide Developer with written direction whether Developer may proceed with such affected Work. Developer shall not proceed with the affected Work until Owner has provided such direction.

6.3 Governmental Approvals

6.3.1 Owner-Provided Approval

6.3.1.1 Owner is responsible for obtaining the Owner-Provided Approval, as specified in Exhibit 8 (Owner-Provided Approval). As of the Effective Date, the Owner-Provided Approval has been issued, and Developer acknowledges receipt of the Owner-Provided Approval.

6.3.1.2 In the event a third party brings or has brought any administrative proceeding, litigation or other legal action challenging the issuance of the Owner-Provided Approval, Developer shall, at the request of Owner, reasonably and actively assist and cooperate with Owner to defend Owner's interest and the Owner-Provided Approval. Developer's assistance and cooperation shall be at Owner's expense unless the administrative proceeding, litigation or other legal action

is based, in whole or in part, on Developer's design, but only to the extent Developer's design differs from the design that served as the basis for the Owner-Provided Approval.

6.3.1.3 Developer shall provide support to Owner and undertake additional efforts, including efforts similar to the activities described in Section 6.3.6.1, with respect to any modifications, renewals and extensions of the Owner-Provided Approval, including those required as the result of Developer's design and Relief Events. Owner will reimburse Developer for the reasonable out-of-pocket costs Developer incurs in providing such support and undertaking such additional efforts, except for costs related to modifications, renewals and extensions that are required as a result of Developer's design.

6.3.2 Governmental Approvals other than Owner-Provided Approval

6.3.2.1 Developer shall identify and obtain all Governmental Approvals required for the Project and the Work, other than the Owner-Provided Approval, and shall bear the risk of any delay in obtaining such approvals, except as provided in Section 6.3.4.1, as well as the risk of conditions imposed on performance of the Work by such approvals. Developer shall conduct all necessary environmental studies and prepare all necessary environmental documents in compliance with applicable Environmental Laws as needed to obtain Governmental Approvals other than the Owner-Provided Approval, and shall obtain all necessary modifications, renewals and extensions thereof. Developer shall ensure that all Governmental Approvals required to perform any portion of the Work are obtained prior to commencing such portion of the Work.

6.3.2.2 Developer shall pay all costs associated with obtaining Governmental Approvals, other than Owner-Provided Approvals, except as otherwise provided in Section 6.3.2.3. In addition, Developer shall:

(a) with respect to permits for the Work required from the Los Angeles Department of Building and Safety in connection with buildings (any structure), electrical, fire, grading, HVAC, plumbing, and signage on non-public property, pay expedited permit fees, which may be estimated at https://www.ladbs.org/services/pay-fees/permit-fee-calculator; and

(b) with respect to permits for the Work required from the Los Angeles Department of Public Works, pay any sewerage facilities charges as generally described at http://eng.lacity.org/permits.

6.3.2.3 Owner will pay the application fees for Governmental Approvals required from the City (including any City Department) in its regulatory capacity.

6.3.3 Copies to Owner

Concurrently with submitting any application for a Governmental Approval to a Governmental Entity (or any proposed modification, renewal, extension or waiver of a Governmental Approval or provision thereof), Developer shall submit a copy of same, together with any supporting studies, analyses and data, to Owner. Developer shall deliver to Owner true and complete copies of all new or amended Governmental Approvals, other than the Owner-Provided Approvals.

6.3.4 Certain Risks Relating to Governmental Approvals

6.3.4.1 Except to the extent required as a result of (a) an Owner Change, or (b) a Compensation Event described under clause (d) of the definition of Compensation Event, Developer shall not be entitled to any Incremental Costs, time extensions or any other relief associated with securing Governmental Approvals.

6.3.4.2 As between Owner and Developer, Developer shall bear all risk arising out of, relating to or resulting from:

(a) any differences between Developer's design for any portion of the Project and the design that served as the basis for the application for a Governmental Approval but excluding any differences due to an Owner Change;

(b) any differences between the means and methods (including temporary works) Developer chooses for performance of the Work and those stated in, referred to or contemplated in the Owner-Provided Approval;

(c) any change in the Project due to Developer's design, except to the extent that the change was directly attributable to a Relief Event; and

(d) cost of litigation associated with Governmental Approvals, other than the Owner-Provided Approvals, to the extent that the litigation relates to Errors in Developer's design or means and methods.

6.3.4.3 To the extent that a Governmental Entity requires, as a condition to the issuance of a Governmental Approval for the Work, that Developer perform additional work to bring any existing facilities of the LACC into compliance with then current codes and standards beyond that which is directly required to complete the Work, such additional work shall be treated as an Owner Change.

6.3.5 Changes to Governmental Approvals

If Developer wishes to obtain, modify, renew or extend any Governmental Approvals, Developer shall first comply with, and obtain any consent or waiver required in accordance with, then-existing agreements between Owner and other Governmental Entities.

6.3.6 Owner Assistance with Non-City Governmental Approvals

6.3.6.1 Developer may, by notice to Owner, request Owner's reasonable assistance and cooperation in obtaining, modifying, renewing or extending any Non-City Governmental Approvals (including any modification, renewal or extension of an existing Non-City Governmental Approval required as the result of Developer's design or construction methods). Upon receipt of such a notice and agreement of the Parties regarding the scope of assistance to be provided as described in Section 6.3.6.2, Owner will reasonably assist and cooperate with Developer in seeking to obtain the Non-City Governmental Approvals including:

(a) joining in conferences and meetings with the Governmental Entities with jurisdiction;

(b) providing Developer data, information and documents available to Owner relevant to the application for the Non-City Governmental Approvals;

(c) coordinating and working with elected and other public officials as necessary and appropriate;

(d) assisting with evaluation and definition of solutions;

(e) if necessary, acting as the lead agency and directly coordinating with such Governmental Entities; and

(f) otherwise working with Developer to facilitate issuance of such Non-City Governmental Approvals.

6.3.6.2 Owner and Developer shall work jointly to establish a scope of work related to the assistance and cooperation Owner agrees to provide under Section 6.3.6.1, including in relation to any modifications to the Owner-Provided Approval.

6.3.6.3 Assistance provided by Owner under Section 6.3.6.1 shall not include any obligation to:

(a) take a position which Owner believes to be inconsistent with the Contract Documents, the Project Management Plan, applicable Law, Governmental Approval(s), the requirements of Good Industry Practice, or Owner policy;

(b) take a position that is not usual and customary for Owner to take in addressing similar circumstances affecting its own projects (except for usual and customary arrangements that are incompatible with the Project's public-private contracting methodology); or

(c) refrain from concurring with a position taken by a Governmental Entity if Owner believes that position to be proper.

6.3.6.4 Notwithstanding the provisions of this Section 6.3.6, Developer shall remain responsible for, and bears all risks and costs associated with, obtaining all Governmental Approvals, except to the extent giving rise to a Compensation Event described in clause (d) of the definition of Compensation Event.

6.3.7 Governmental Approvals in Owner's Name

6.3.7.1 Certain Governmental Approvals (other than the Owner-Provided Approval) are required to be applied for or issued in Owner's name and/or require Owner to directly coordinate with such Governmental Entities in connection with obtaining Governmental Approvals. With respect to such approvals, Owner will assist and cooperate with Developer to the extent provided, and pursuant to the process set forth in, Section 6.3.6.1. Developer shall provide all necessary support and efforts to apply for and obtain the Governmental Approval including: (a) conducting necessary field investigations, (b) preparing mitigation analyses and studies and plans, (c) preparing surveys and required reports, applications and other documents in form approved by Owner, and (d) joint coordination and joint discussions and attendance at meetings with the applicable Governmental Entity.

6.3.7.2 Developer shall be solely responsible for obtaining all Governmental Approvals required in connection with, and for compliance with applicable Laws with respect to, Temporary Areas.

6.4 Applicable Laws

6.4.1.1 Developer shall comply with, and require that all Contractors comply with, all applicable Laws.

6.4.1.2 All provisions required by such Laws to be included in this Agreement are incorporated by reference in this Agreement.

6.4.1.3 Without limiting the generality of Section 6.4.1.1, Developer shall comply with, and require that all Contractors comply with, the requirements set forth in Exhibit 16 (Federal, State, and City Requirements).

6.4.2 Accessibility Compliance

6.4.2.1 Without limiting the generality of Section 6.4.1.1, Developer shall comply with, and require that all Contractors comply with, all applicable Accessibility Laws.

6.4.2.2 Developer is solely responsible for ensuring that the Project is designed and constructed in compliance with all applicable Accessibility Laws.

6.4.3 Environmental Compliance

6.4.3.1 Without limiting the generality of Section 6.4.1.1, Developer shall comply with, and require that all Contractors comply with, all Environmental Laws.

6.5 Compliance with Governmental Approvals

Throughout the term of this Agreement and the course of the Work, Developer shall, and shall cause all Contractors to:

(a) comply with all conditions and requirements imposed by all Governmental Approvals, except, with respect to Environmental Approvals only, those obligations, commitments and responsibilities of Owner that (i) specifically do not relate to the Project or (ii) are expressly excluded from Developer's scope of Work; and

(b) undertake all actions required by, or necessary to maintain in full force and effect, all Governmental Approvals to be obtained by Developer.

6.6 Coordination, Cooperation and Access

6.6.1.1 Developer shall coordinate and cooperate with Owner, Utility Owners and Authorities Having Jurisdiction in matters relating to the Work, including facilitating their Oversight of the Work, as applicable.

6.6.1.2 Developer shall coordinate and cooperate with:

(a) Licensees and their respective event managers, producers and contractors in their performance of Licensee Improvement Work or conduct of LACC events; and

(b) from and after the date of issuance of NTP 2, other contractors and Third Parties that may be carrying out work within the Site or in the land adjoining or near the Site.

6.6.1.3 Developer shall provide Owner and Owner's representatives with:

(a) safe and unrestricted access to the Site and the Project at all times, in each case, during which Developer has access to the applicable portions of the Site and the Project, subject to compliance with applicable Safety Standards; and

(b) safe access during normal business hours to Developer's Project offices, and Temporary Areas.

6.6.1.4 Notwithstanding anything to the contrary in this Agreement, whenever Owner or its representatives are present on the Site and at production facilities, including while conducting Oversight, they will abide by the applicable Contractor's reasonable, non-discriminatory safety policies and practices and will take appropriate measures to avoid unreasonable interference with normal construction activity.

6.6.1.5 Developer shall not interfere with the work of or cause any delay to any other contractors that may be carrying out work within the Site or in the land adjoining or near the Site and will allow them reasonable access to the Site, provided that (1) the foregoing is subject to Developer's right to relief if there occurs a Compensation Event under clause (e) of the definition of Compensation Event, and (2) Developer shall not be in breach of this Section 6.6.1.5 for any temporary interruption to the work of any such contractors if the temporary interruption:

(a) relates to Developer requiring such contractors to comply with Developer's and the applicable Contractor's reasonable, non-discriminatory safety policies and practices;

(b) has been agreed to in advance in accordance with procedures agreed to by Owner, Developer, such contractor and any relevant Third Party; or

(c) is reasonably necessary in accordance with Law and Good Industry Practice to respond to emergencies creating an immediate and serious threat to public health, safety, security or the Environment.

6.6.1.6 Developer shall provide Owner with not less than 10 days' prior written notice of the anticipated performance of Construction Work that may cause material disruption as a result of noise or vibration to a LACC event.

6.7 Related Projects

Developer shall coordinate the Project construction activities with each Related Project in a reasonable manner and in accordance with the Contract Documents, including sequencing the

Work, so as to reasonably mitigate interference with the operations of other contractors engaged on Related Projects.

6.8 Safety Compliance

6.8.1 Owner may from time to time issue Safety Compliance Orders to Developer with respect to the Project to implement Safety Compliance.

6.8.2 Promptly upon Owner becoming aware of any circumstance or information relating to the Project that in Owner's reasonable judgment is likely to result in a Safety Compliance Order, Owner will notify Developer regarding the issue. Except in the case of an Emergency, Owner will consult with Developer before issuing a Safety Compliance Order concerning the risk to public or worker safety, alternative compliance measures, cost impacts, and the availability of Developer resources to fund the Safety Compliance work.

6.8.3 Developer shall implement each Safety Compliance Order as expeditiously as reasonably possible following its issuance. Developer shall diligently prosecute the work necessary to achieve such Safety Compliance until completion.

6.9 Law Enforcement, Security and Incident Response

6.9.1 Law Enforcement Services

6.9.1.1 Developer acknowledges and agrees that the Los Angeles Police Department and other law enforcement agencies are empowered to enforce all applicable Laws and to enter the Project, and that any person engaged by Owner to provide law enforcement services has the authority to enter the Project, at any and all times to carry out their duties. Developer shall ensure that the Los Angeles Police Department and other law enforcement agencies have necessary access to the Project to carry out their duties, power and jurisdiction.

6.9.1.2 Owner shall not have any liability or obligation to Developer arising out of, relating to or resulting from the failure of the Los Angeles Police Department or any other law enforcement agency to provide services, or any of their, or their respective agents' or employees', acts, omissions, negligence or misconduct in providing services, except to the extent such failure, act, omission, negligence or misconduct otherwise qualifies as a Relief Event for which Developer is entitled to relief. The general indemnity in Section 10.5.1 (General Indemnity) shall not apply to the extent that a claim, cause of action, suit, legal or administrative proceeding or any other occurrence, loss or damage of the type listed in Section 10.5.1 is directly and solely attributable to actions of a law enforcement agency designated by Owner to provide services for the Project, and is not due to any fault of any Developer-Related Entity, including to the extent caused by:

(a) the negligence, reckless or willful misconduct, bad faith or fraud of a Developer-Related Entity; or

(b) Developer's breach of any of its obligations under the Contract Documents.

6.9.2 Security and Incident Response

6.9.2.1 From and after the date of issuance of NTP 2, Developer is responsible for the security of the Project and the safety of workers and the public within the Project Limits during the performance of the Work.

6.9.2.2 Developer shall comply with all rules, directives and guidance of the U.S. Department of Homeland Security and other comparable agencies, and shall coordinate and cooperate with all Governmental Entities providing security, first responder and other public emergency response services.

6.9.3 Responsibility for Loss or Damage

6.9.3.1 From and after the date of issuance of NTP 2, the Work includes having full charge and care of the Site and the Work (including bearing risk of loss and damage to the Work and Site) until the Substantial Completion Date, other than (a) with respect to items on the Project Punch List, Developer shall bear the risk of loss and damage to the Work and Site with respect to such items until the Substantial Completion Date, and (b) with respect to Warranty Work, Developer shall bear responsibility for Defects in the relevant Work for the duration of the Warranty Period; provided, however, that the foregoing obligations shall not apply with respect to damage to the Work outside of the LA28 EUP Expansion Site during any Owner Control Period that is not caused by (i) a Defect or (ii) an act or omission of any Developer-Related Entity, including any failure by Developer to perform its obligations under Appendix 16A (Olympics Readiness) of the Technical Requirements.

6.9.3.2 Developer shall take every reasonable precaution against Loss or damage to any part of the Project from any cause, whether arising from the performance or nonperformance of the Work.

6.9.3.3 Subject to the terms of this Agreement, for so long as Developer remains responsible for the Work under Section 6.9.3.1, Developer shall repair, restore and replace Losses or damages to such Work occasioned by any cause. Developer shall ensure that such work is performed in accordance with the Contract Documents and applicable Law.

6.9.3.4 Developer shall repair, restore and replace any Losses or damages to Owner property (other than the Work) caused by any Developer-Related Entity.

6.9.4 Additional Services

Developer may engage one or more security firms, at Developer's cost, to provide services for the Project following receipt of written approval from Owner.

6.10 Warranties

6.10.1 Contractor Warranties and Guaranties

6.10.1.1 Developer shall obtain from the Design-Build Contractor a warranty against Defects identical to Developer's warranty under Section 6.10.2, which warranty shall extend to Owner and any Utility Owner or Authority Having Jurisdiction for whom Work is being performed. Developer shall obtain from all other Contractors representations, warranties, guaranties and obligations in accordance with Good Industry Practice for work of similar scope and scale, with respect to design, materials, workmanship, equipment, tools and supplies furnished by all such Contractors and Suppliers, which shall extend not only to Developer but also to Owner and any Utility Owner or Authority Having Jurisdiction for whom Work is being performed. The warranties from Key Contractors (other than the Design-Build Contractor) shall be for such periods as specified in the Technical Requirements or, if not specified, a period of not less than one year from the date of Certificate of Substantial Completion. All representations, warranties, guaranties and obligations

of Key Contractors: (a) shall be written so as to survive all Owner and any Third Party inspections, tests and approvals; and (b) shall provide that upon expiration or any earlier termination of this Agreement before the expiration of such representations, warranties, guaranties and obligations they shall automatically be for the benefit of and enforceable by Owner and its successors and assigns, and any Utility Owner or Authority Having Jurisdiction for whom Work is being performed.

6.10.1.2 To the extent that any Contractor warranty or guaranty is voided after termination of this Agreement by reason of Developer's negligence or failure to comply with the requirements of the Contract Documents in incorporating material or equipment into the Project, Developer shall correct any defects which would otherwise have been covered by such warranty.

6.10.1.3 Contractor warranties are in addition to all rights and remedies available under the Contract Documents or applicable Law, and shall not limit Developer's liability or responsibility imposed by the Contract Documents or applicable Law with respect to the Work, including liability for design defects, construction defects, strict liability, breach, negligence, willful misconduct or fraud.

6.10.1.4 Warranties for Utility Owners and Authorities Having Jurisdiction

Developer shall provide, or obtain and ensure performance under, warranties and guaranties of all materials and workmanship for all Work performed for Utility Owners and Authorities Having Jurisdiction, for a minimum of one year after the date of acceptance of such work by the Utility Owner or Authority Having Jurisdiction, as applicable, or such longer term as provided in any agreement with the Utility Owner or Authority Having Jurisdiction. Such warranties and guaranties shall be for the benefit (with rights of enforcement) of such Utility Owner or Authority Having Jurisdiction. Owner shall have, and shall be identified as a third party beneficiary of, the right to enforce all such warranties and guaranties of such Work. Upon acceptance of such Work by the Utility Owner or Authority Having Jurisdiction, as applicable, and delivery of an assignment of the relevant warranty and guaranty rights to Utility Owner or Authority Having Jurisdiction, as applicable, Developer shall be relieved of responsibility for maintenance of such Work.

6.10.2 Project Warranties

6.10.2.1 Developer warrants the Project against any Defect during the period commencing on the Substantial Completion Date and ending one Year thereafter, subject to extension for any re-done elements of the Work in accordance with this Section 6.10.4 (Extension of the Warranty Period for Re-Done Work), (the "**Warranty Period**"); provided, however, that the Warranty Period for Early Turnover Work shall be the period commencing on the Early Turnover Date and ending one Year thereafter, subject to extension for any re-done elements of the Early Turnover Work in accordance with Section 6.10.4 (Extension of the Warranty Period for Re-Done Work). Developer shall perform, at Developer's sole cost and expense, the Warranty Work:

(a) with respect to which Owner delivers written notice to Developer within the Warranty Period; or

(b) of which any Developer-Related Entity otherwise has actual knowledge before the expiry of the Warranty Period.

Developer shall perform all Warranty Work during the LA28 Exclusive Use Period in coordination with LA28.

6.10.2.2 For elements of the Work to be owned by a Person other than Owner (such as a Utility Owner), the Warranty Period commences upon acceptance of such Work by such Person and ends upon the later of (a) one year after such acceptance, (b) if applicable, upon expiration of the express warranty period for such elements specified in the Technical Requirements or Utility Agreement, or (c) if applicable, upon expiration of the manufacturer's warranty for such elements; provided, however, that with respect to any manufacturer warranties provided pursuant to clause (c) that are assignable and assigned by Developer to such Person and are in excess of the one-year period referenced in clause (a), Developer's obligation shall extend only to cooperation with such Person to enforce the terms of such warranty directly against the applicable manufacturer(s).

6.10.2.3 If Owner identifies and notifies Developer of the existence of a Defect in the Work at any time within the Warranty Period, then Developer shall correct such Work as specified below, even if the performance of such corrective Work extends beyond the stated Warranty Period. Owner and Developer shall conduct a walkthrough of the Site prior to expiration of the Warranty Period and shall produce a punch list of those items requiring Warranty Work.

6.10.2.4 Developer shall commence the applicable Warranty Work within 14 days of written notice of the relevant Defect from Owner or Developer's actual knowledge thereof, whichever is earlier; or such shorter period as may be designated by Owner for emergency repairs. Developer shall thereafter diligently complete the Warranty Work as soon as reasonably practicable and promptly notify Owner in writing of completion of same.

6.10.2.5 If Developer fails to commence or pursue with diligence and complete the Warranty Work as required, Owner may provide a written notice of such failure to Developer. If Developer's failure continues for three Business Days after Owner delivers this notice, Owner may, in its sole discretion, perform the Warranty Work upon further written notice to Developer, and Developer shall reimburse Owner within seven days after any written demand from Owner for all costs and expenses incurred by Owner in connection with the performance of the Warranty Work, including any related design fees and expenses.

6.10.2.6 In the event of an emergency constituting an immediate hazard to health or safety of Users or Owner property due to a Work Defect, Owner may undertake, at Developer's sole cost and expense and without prior notice, all work necessary to correct such hazardous condition(s).

6.10.2.7 Before expiry of the Warranty Period, Developer shall execute and deliver to Owner a written assignment, in form and substance reasonably acceptable to Owner, of all Developer's and Contractors' right, title and interest in and to all warranties, and to the extent assignable, claims and causes of action held by Developer or its Contractors against Third Parties, concerning the Project or the Work.

6.10.2.8 Nothing in this Section 6.10.2 shall in any way limit the right of Owner to assert claims for damages resulting from patent or latent defects in the Work for the period of limitations prescribed by applicable Law.

6.10.2.9 Notwithstanding anything to the contrary in the Contract Documents, Warranty Work shall not include any Work required as a result of damage occurring during any Owner Control Period not caused by a Defect, and such Work, if any, shall be considered Extra Work compensable via Change Order.

6.10.3 Costs of Warranty Work

6.10.3.1 All Warranty Work costs, including additional testing and inspections, shall be deemed included in the D&C Contract Amount. Developer shall be responsible for obtaining any Governmental Approvals required by applicable Law or other consents required from any other Person in connection with the performance of Warranty Work.

6.10.3.2 Developer shall be responsible for the cost of any equipment, material, labor (including re-engineering) or shipping necessary to complete Warranty Work, and Developer shall be required to replace or repair defective equipment, material or workmanship furnished by any Subcontractor.

6.10.4 Extension of the Warranty Period for Re-Done Work

6.10.4.1 The Project Warranties shall apply to all Work re-done, repaired, corrected or replaced pursuant to the terms of this Agreement. The Warranty Period for each re-done, repaired, corrected or replaced element of the Work shall extend for a period of one-year from the date of acceptance by Owner of such re-done, repaired, corrected or replaced element of the Work.

6.10.5 No Limitation of Liability

6.10.5.1 Subject to Section 10.7 (Limitation of Developer's Aggregate Liability), the Project Warranties:

(a) are in addition to all rights and remedies available under the Contract Documents or applicable Law or in equity;

(b) shall not limit Developer's liability or responsibility imposed by the Contract Documents or applicable Law or in equity with respect to the Work, including liability for design defects, latent construction defects, strict liability, breach, negligence, intentional misconduct or fraud; and

(c) do not constitute a contractual or other limitation or repose period on any claims, rights or remedies available to Owner for patent or latent errors, defects or deficiencies in design, construction or other Work of Developer, which claims, rights and remedies are subject only to applicable statutes of limitation and statutes of repose.

6.10.6 Remedies for Breach of Warranty

6.10.6.1 Subject to Sections 10.7 (Limitation on Developer's Aggregate Liability) and 16.6 (Limitation on Consequential Damages), and in addition to Owner's other rights and remedies under this Agreement, at law or in equity, Developer shall be liable for actual damages resulting from any breach of warranty, Contractor warranty, or any Defect, including the cost of performance of such obligations by others and the cost of remedying any damage to real or personal property owned or controlled by Owner, when that damage is the result of failure of any of the Work to satisfy the warranties.

6.10.7 Disputes

Any dispute relating to this Section 6.10 shall be subject to dispute resolution in accordance with Article 18 (Dispute Resolution Procedures).

ARTICLE 7. DESIGN AND CONSTRUCTION

7.1 General Obligations of Developer Concerning Work

Developer shall:

(a) expeditiously and diligently progress performance of the Work and exercise best efforts to achieve Olympics Readiness by the Olympics Readiness Deadline, Substantial Completion by the Substantial Completion Deadline and Final Completion by the Final Completion Deadline;

(b) carry out or do all things necessary to perform the Work and design and construct the Project in accordance with the Contract Documents, Good Industry Practice, applicable Law and Governmental Approvals;

(c) ensure that the Work meets the requirements of the Contract Documents;

(d) provide maintenance and other services as described in Section 6.9.3 (Responsibility for Loss or Damage);

(e) ensure adequate materials, equipment and resources are available to comply with the requirements of the Contract Documents under normal conditions and reasonably anticipated abnormal conditions;

(f) ensure all materials and equipment are of good quality and new unless otherwise expressly stated in the Contract Documents;

(g) ensure that, as of the applicable Early Turnover Date, all Early Turnover Work shall be free of Defects, including design Errors;

(h) ensure that, as of the Substantial Completion Date, the Project shall be free of Defects, including design Errors, except as may be set out in the Project Punch List;

(i) from and after the date of issuance of NTP 2 until the Substantial Completion Date, ensure the Site is kept in a safe, secure, neat and clean condition at all times;

(j) cooperate and coordinate with Owner, Authorities Having Jurisdiction, and LACC Operator and Third Parties involved with Related Projects in all matters relating to the Work, including their Oversight of Work, as more particularly set forth in Sections 6.6 and 6.7;

(k) remove and replace Nonconforming Work, whether discovered or rejected by Owner or Developer, or otherwise remedy such Nonconforming Work in an acceptable manner and in accordance with the requirements of the Contract Documents;

(l) pay all direct and indirect costs for all Utility services required to perform and complete the Work in accordance with the requirements of the Contract Documents;

(m) perform and fully comply with the provisions of Exhibit 10 (City's General Conditions), which are incorporated into this Agreement by reference; and

(n) perform all Warranty Work during the Warranty Period;

(o) refrain from all construction activity and remove all construction equipment in or affecting access to the LA28 Exclusive Use Zone during the LA28 Exclusive Use Period, except as may be permitted by Owner in its sole discretion; and

(p) if applicable, perform and fully comply with all obligations and requirements under the LA28 Olympics Contingency Plan, Section 2 of the Technical Requirements and the plans required thereunder.

7.2 Performance, Design and Construction Standards

7.2.1 Developer shall construct and equip the Project in accordance with the Release for Construction Documents, taking into account the Project Limits and other constraints affecting the Project.

7.2.2 The Project design and construction shall be subject to certification in accordance with the procedures contained in the approved Design Quality Management Plan and Construction Quality Management Plan. Notwithstanding the preceding sentence or any other provision to the contrary in this Agreement or the Contract Documents, the use of the word "certify" or "certification" as it relates to the practice of professional engineering, design or any other professional services constitutes an expression of professional opinion consistent with Good Industry Practice regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guaranty, either express or implied.

7.2.3 Developer agrees and acknowledges that prior to the Effective Date it was responsible, using reasonable efforts, to identify and provide notice to Owner of any specifications or other provisions in the Technical Requirements that were erroneous, created a potentially Unsafe Condition, were inconsistent with Good Industry Practice or applicable Law, or precluded constructability. If Developer knew or should have known through the exercise of reasonable care that any specification or provision in the Technical Requirements is erroneous, creates a potentially Unsafe Condition, is inconsistent with Good Industry Practice or applicable Law, is inconsistent with Governmental Approvals issued prior to the Effective Date, or precludes constructability, but did not provide notice thereof prior to the Effective Date, then Developer shall bear any additional costs and time associated with redoing the Work already performed. If Developer provides notice of any such specification or provision prior to the Effective Date, if the same in fact is erroneous, creates a potentially Unsafe Condition, is inconsistent with Good Industry Practice or applicable Law, or precludes constructability, but Owner declined to adopt a deviation or change therefrom, then the Work in compliance therewith shall not be considered Nonconforming Work and Developer shall not be liable for cost and schedule impacts to correct it.

7.2.4 References in the Technical Requirements to Codes and Standards relating to the Work shall mean the most recent editions in effect as of the Setting Date, unless expressly provided otherwise.

7.2.5 After the Setting Date, Owner may modify relevant provisions of the Technical Requirements to incorporate any changed, added or replaced Codes and Standards applicable to the Work by delivering an Owner Change to Developer. Developer shall notify Owner if Developer becomes aware of any changes, additions or replacements of any Codes and Standards.

7.2.6 Developer shall be responsible for identifying and applying such other codes, standards and Laws as are required to deliver a safe, functional and reliable Project in conformance with the Contract Documents.

7.3 Design Implementation

Developer, through appropriately qualified professional engineers and architects registered and licensed in the State and identified in Developer's Project Management Plan, shall furnish all Design Documents, plans and specifications, which shall be in accordance with the Contract Documents and Good Industry Practice. Developer shall cause the Architect(s) of Record and/or Engineer(s) of Record for the Project to sign and seal all Final Design Documents.

7.4 Schedule, Deadlines, Notices to Proceed and Commencement of Work

7.4.1 Project Schedule, Project Schedule Updates and Narrative Reports

7.4.1.1 Developer agrees to and accepts the Baseline Project Schedule. Developer represents that:

(a) subject to the occurrence of Relief Event Delay, the Baseline Project Schedule represents a practical schedule for Developer to complete performance of the Work through Final Completion and is consistent with the Contract Deadlines;

(b) no unspecified milestones, constraints, use of activity durations, logic ties, and/or float suppression techniques, including preferential sequencing (including arranging a Critical Path through activities more susceptible to Owner caused delay), special lead/lag logic restraints, zero total or free float constraints, extended activity times or imposing constraints on dates other than as required by these Technical Requirements, or resource-leveling techniques, have been used in the Baseline Project Schedule; and

(c) the Baseline Project Schedule includes and identifies (i) not less than 20 days of Relief Event Delay Allowance and (ii) 28 days of Adverse Weather Days Float.

7.4.1.2 The initial Project Schedule shall exactly match the Baseline Project Schedule and shall include the Contract Deadlines. The Parties shall use the Project Schedule, as updated by Developer and approved by Owner from time to time in accordance with Section 2.4.2.3 (Project Schedule Updates) of the Technical Requirements, for planning and monitoring the progress of the Work and forecasting progress and expenditures, but it shall not be used for calculating Monthly Progress Payments.

7.4.1.3 Developer agrees to and accepts the Contract Deadlines. Developer acknowledges and agrees that the Contract Deadlines provide reasonable and adequate time to perform the Work required within the Contract Deadlines, subject only to Developer's rights to obtain time extensions under Article 14 (Compensation and Other Relief for Relief Events).

7.4.1.4 Developer shall submit to Owner an updated, final as-built Project Schedule Update with actual start and finish dates for all activities, any previously undocumented changes, including a final narrative report, with its invoice for final payment following Final Completion.

7.4.2 Float

7.4.2.1 The Baseline Project Schedule shall contain a Relief Event Delay allowance of at least 20 days that is allocated to Owner for its exclusive use and benefit as needed to absorb Relief Event Delays (the "**Relief Event Delay Allowance**"). The Relief Event Delay Allowance must be shown on the longest Critical Path immediately prior to the Olympics Readiness Deadline. Developer shall have no right to change the duration or location of the Relief Event Delay Allowance in any schedule except to the extent it has been actually used by Owner, as evidenced by a fully executed Change Order.

7.4.2.2 Any Float generated following the Effective Date shall be a shared resource available to both Parties, shall not be considered as time for exclusive use or benefit of either Party, and shall be available for utilization by either Party on a first-used basis. Owner may make use of available Float that is a shared resource before making use of the Relief Event Delay Allowance. Developer shall cause the Contract with the Design-Build Contractor to acknowledge (a) availability and usage of Float consistent with the terms of this Section 7.4.2, and (b) availability of the Relief Event Delay Allowance to Owner as needed to absorb Relief Event Delays.

7.4.2.3 All Float available to Developer under this Agreement shall be passed down in full to the Design-Build Contractor under the Design-Build Contract.

7.4.2.4 All Float shall be identified as such in the Project Schedule and Project Schedule Updates on each affected schedule path. Developer shall not use or allow to be used any Float suppression techniques, such as preferential sequencing, special lead/lag logic restraints, extended activity durations, imposed constraints, and artificially created schedule activities. Owner shall have the right to examine the identification of (or failure to identify) Float on the Project Schedule and Project Schedule Updates in determining whether to approve the Project Schedule or a Project Schedule Update. Once identified, Developer shall monitor, account for and maintain Float in accordance with the Critical Path Method as defined in AACE Recommended Practice 91R-16 – Schedule Development document, (namely a deterministic network model that uses a single duration estimate for each schedule activity to calculate the longest duration path for a project and to establish the earliest and latest dates for schedule activities by using forward and backward pass calculations, respectively).

7.4.3 Commencement of Non-Construction Work

7.4.3.1 Except as provided in Section 7.4.5 (Work Before NTP 1), Developer shall not commence any Work until Owner has issued NTP 1 authorizing commencement of non-Construction Work. Owner shall issue NTP 1 not later than seven days after all of the conditions set forth in Exhibit 15A (Conditions to NTP 1) have been satisfied.

7.4.3.2 Upon satisfaction of the conditions set forth in Exhibit 15A (Conditions to NTP 1), Developer's Authorized Representative shall execute and deliver a certificate, in form acceptable to Owner certifying to the same.

7.4.4 Commencement of Construction Work

7.4.4.1 Developer may not perform any Construction Work until Owner has issued NTP 2. Owner shall issue NTP 2 not later than 15 days after all of the conditions set forth in Exhibit 15B (Conditions to NTP 2) have been satisfied.

7.4.4.2 Upon satisfaction of the conditions set forth in Exhibit 15B (Conditions to NTP 2), Developer's Authorized Representative shall execute and deliver a certificate, in form acceptable to Owner certifying to the same, and Owner will provide a countersigned certificate to Developer acknowledging receipt.

7.4.4.3 After Owner has issued NTP 2, Developer may not commence any portion of the Construction Work unless and until:

(a) Developer has submitted to Owner written confirmation that the City's Department of Building and Safety has assigned Ready to Issue status to the applicable Design Documents for such portion of the Construction Work;

(b) Developer has:

(i) obtained all Governmental Approvals required to be obtained as a condition to the performance of such portion of the Construction Work, including all required approvals from Owner and Authorities Having Jurisdiction for any proposed road closures that are required for such portion of the Construction Work;

(ii) satisfied all conditions to commencing the performance of Construction Work set forth in such Governmental Approvals; and

(iii) furnished to Owner fully executed copies of such Governmental Approvals other than the Owner-Provided Approval; and

(c) At least 20 Business Days prior to commencement of the relevant portion of the Construction Work, Developer has submitted all documentation required under the PLA to both the City and applicable Unions (as defined in the PLA), including the Letter of Assent, Core Workforce List and Employment Hiring Plan (all as defined in the PLA) for Contractors performing such portion of the Construction Work.

7.4.4.4 Upon satisfaction of the conditions set forth in Section 7.4.4.3 for any portion of the Construction Work, Developer's Authorized Representative shall execute and deliver a certificate, in form acceptable to Owner certifying to the same, and Owner will provide a countersigned certificate to Developer acknowledging receipt.

7.4.4.5 Owner and Developer agree that any Work on Site by Developer-Related Entities to provide the Owner's Project Office required by Section 2.4.3 (Project Office) of the Technical Requirements (and, in that regard, light grading in the area in which such offices are to be

situated) shall not constitute Construction Work for which the conditions to NTP 2 need to be satisfied.

7.4.5 Work Before NTP 1

Developer shall not perform any Work prior to NTP 1, except that before NTP 1, Developer shall undertake all efforts to satisfy the conditions set forth in Exhibit 15A (Conditions to NTP 1).

7.5 Acquisition of Real Property

7.5.1 Project Property Acquisition

7.5.1.1 The Work shall be situated entirely within the Project Limits. Owner will provide Developer with rights of access to the properties identified in Section 2.4.6.2.1 (General) of the Technical Requirements from the effective date of NTP 2 through Final Completion, subject to the phasing and other access requirements set forth therein.

7.5.1.2 If Owner determines that it is necessary to acquire other real property interests to add to the Project ROW (a) as a result of a Relief Event during the term of this Agreement, or (b) because Owner has determined, in its sole discretion, that the acquisition is appropriate and in the best interest of the Project, then Owner will add such real property interests to Section 2.4.6.2.1 (General) of the Technical Requirements and such real property interests will not be treated as Additional Properties.

7.5.1.3 With respect to the portions of the Site that are designated as "**Owner's Project Office**" in Section 2.4.3 (Project Office) of the Technical Requirements, Developer-Related Entities shall have the right to enter the Site during the term of this Agreement to carry out Developer's obligations under this Agreement in respect of the provision of the Owner's Project Office required by Section 2.4.3 (Project Office) of the Technical Requirements.

7.5.2 Additional Acquisitions

7.5.2.1 If Developer identifies any property that is not subject to Section 7.5.1.2 but that Developer seeks to add to the Project ROW to accommodate Developer's particular design or for Developer's convenience in performing the Work, then Developer may submit to Owner a request for acquisition of additional property interests and related documentation. In such event, Developer shall prepare and submit to Owner for approval new or revised surveys, legal descriptions, Project right of way maps, draft right of way plats, design, a description of the proposed use for the property, the estimated property cost of each acquisition and other appropriate documentation of basis of acquisition and justification of acquisition. Developer's request, signed by the Engineer of Record, shall include an analysis identifying alternative approaches that could be adopted to avoid the need for the acquisition, including use of retaining walls and other design modifications. Owner is not obligated to accept or approve any such request or acquire any additional property. Following delivery of a request under this Section 7.5.2.1:

(a) Owner will review the request and supporting documentation and will determine whether the proposed acquisition appears to be appropriate for the Project, whether any additional information or documentation is necessary for the acquisition, and the anticipated schedule for the acquisition, provided that Owner will require a minimum of 18 months from the date Owner deems the request

complete to acquire the additional property and Developer shall not be entitled to relief in the event Owner is unable to acquire the additional property within the anticipated schedule;

(b) upon agreement between Owner and Developer regarding the acquisition of any additional property, Developer shall support the acquisition by:

(i) performing all necessary activities required to complete the acquisition of the property, including environmental studies, reports, permitting and public involvement activities; and

(ii) coordinating and resolving of any and all impacts with Third Parties or other stakeholders; and

(c) prior to acquisition of any additional property interests under this Section 7.5, Developer shall provide to Owner any additional documentation required by Owner for the acquisition.

7.5.2.2 If Owner chooses to acquire property proposed for acquisition by Developer pursuant to Section 7.5.2.1 ("**Additional Properties**"), Owner will:

(a) proceed with the acquisition and be responsible for any negotiations and related activities;

(b) add such real property interests to Section 2.4.6.2.1 (General) of the Technical Requirements, subject to this Section 7.5;

(c) provide Developer with an estimated property acquisition schedule; and

(d) advise Developer of any changes to Developer's cost estimate.

7.5.2.3 In the event Owner chooses not to acquire the property proposed by Developer, should Developer proceed with acquisition of the property, Developer shall comply with the Uniform Act and/or other applicable Laws.

7.5.2.4 Developer shall be responsible for, and will reimburse Owner for, the cost to acquire Additional Properties, together with all costs and expenses incurred by Owner in connection with acquiring Additional Properties. In paying all such costs and expenses, Developer is not acquiring, and shall not be deemed to be acquiring, any interest in real property for Developer. Such costs and expenses may include:

(a) the cost of acquisition and related services, relocation services and associated document preparation costs;

(b) the cost of relocation assistance in accordance with applicable Law;

(c) the cost of condemnation proceedings, including attorneys' and expert witness fees, and all fees and expenses for production of exhibits, transcripts, photos and other documents and materials;

(d) the acquisition price of the Additional Properties and associated costs, settlements, offers of judgment, court awards or judgments, including pre-judgment and post-judgment interest, costs, attorney's fees, claims for loss of business goodwill and any other compensation or consideration for the Additional Properties, including severance damages associated with a larger parcel if applicable;

(e) the cost of permanent or temporary acquisition of leases, easements, rights of entry, licenses and other interests in real property, including for drainage, temporary work space, Temporary Areas, and any other convenience of Developer;

(f) the cost of permitting; and

(g) closing costs in accordance with Owner policies.

7.5.2.5 Owner will submit statements to Developer regarding Recoverable Costs relating to acquisition of Additional Properties, but is not required to submit such statements more than once per month. Developer shall reimburse Owner within 30 days of receipt of an invoice. In addition to any other remedy, Owner shall have the right to curtail or suspend acquisition activities if Developer for any reason fails to pay any such invoice in full when due. Owner will resume acquisition activities promptly after delinquent amounts are paid in full with interest.

7.5.2.6 Developer shall bear all risk of delays related to acquisition of Additional Properties.

7.5.3 Temporary Interests in Property

7.5.3.1 Developer shall be solely responsible for acquisition of any temporary interests in property that Developer determines is necessary, desirable or advisable to obtain in connection with the Project or the Work. Developer shall pay directly the cost to acquire, maintain, operate, and/or dispose of all such property interests. If the property is within the limits of any real property scheduled for acquisition by Owner or is intended to be used for permanent improvements, or if Developer intends to request Owner to acquire such real property, Developer shall coordinate with Owner and shall not negotiate with the owner(s) of such interests except with express permission of Owner and in compliance with applicable Law.

7.5.3.2 Owner shall have no obligation to acquire temporary interests in property. Developer shall solely bear the risk of any delays and cost impacts related to acquisition of temporary interests, regardless of whether Owner agrees to undertake any such acquisition.

7.5.3.3 Developer shall promptly notify Owner regarding all temporary interests in property that it or any of its Contractors acquires in the vicinity of the Project.

7.6 Utility Adjustments

7.6.1 Developer's General Responsibilities

Developer shall:

(a) coordinate with each Utility Owner that has a Utility within the Site or which will be affected in any way by the Project and coordinate and cause all Utility Adjustments

necessary for the timely construction of the Project to be completed in accordance with the Project Schedule and the requirements of the Contract Documents;

(b) make all reasonable efforts to design around existing Utilities, minimizing impacts;

(c) conduct reasonable site investigation and exploration before commencement of Construction Work in any particular area to identify all Utilities in the area and include in the design all identified utilities in an attempt to see that Utility services are not mistakenly disrupted by Construction Work;

(d) submit to Owner utility relocation plans identifying each Utility Adjustment, together with the timelines for obtaining Utility Owner approval and completing each Utility Adjustment ("**Utility Relocation Plans**"), within 45 days of NTP 1;

(e) submit to Owner the Utility Tracking Report in accordance with Section 2.8 (Reporting Requirements) of the Technical Requirements;

(f) Not Used;

(g) perform traffic control in accordance with Section 2.4.6.6 (Traffic Control) of the Technical Requirements for Utility Work performed by Developer;

(h) perform traffic control in accordance with Section 2.4.6.6 (Traffic Control) of the Technical Requirements for Utility Work performed by Utility Owners where Developer's traffic control would be in conflict with that of the Utility Owner;

(i) provide survey coordinates and construction staking for construction of the Utility Owner performed Utility Adjustments;

(j) obtain Utility Owner pre-approval of Contractors and/or Suppliers performing certain Utility Work if required by Utility Owner;

(k) before commencing Construction Work on a particular Utility Adjustment, (i) enter into or assume a Utility Agreement for the Utility Adjustment as more particularly provided in Section 7.6.2, (ii) obtain the relevant Utility Owner's approval regarding the work to be performed, in accordance with the requirements of Section 2.4.6.3 (Utilities Management Services) of the Technical Requirements and Good Industry Practice and (iii) call 811 or otherwise contact DigAlert and confirm that it is safe to perform the work to be performed;

(l) if a Utility Owner performs all or any part of the Utility Adjustments work, coordinate, monitor, and otherwise undertake the necessary efforts to cause such Utility Owner to perform such work timely, in coordination with the Work, and in compliance with the Contract Documents; provided Developer shall, to the extent permitted by the Utility Owner, perform the required Utility Adjustments work to the extent that the Utility Owner fails to so perform; and

(m) promptly notify Owner of any issues with work by Utility Owners that may affect the Project.

7.6.2 Utility Agreements

7.6.2.1 For all Utility Adjustments, Developer is responsible for preparing, negotiating and entering into Utility Agreements with all Utility Owners, regardless of whether the Utility Owners are identified in the Technical Requirements or Reference Information Documents. The general procedures and framework for preparing the Utility Agreements and processing utility issues related to Utility Adjustments shall follow the standard practices of the respective Utility Owners. Developer shall prepare and provide all written or plan information concerning the Project necessary to negotiate Utility Agreements. Developer shall cause each Utility Agreement it negotiates and executes to name Owner as an intended third party beneficiary of Developer's rights and interests thereunder.

7.6.2.2 Each Utility Agreement shall set forth all required terms and conditions for the subject Utility Adjustment, including:

(a) A clear description and specification of the scope of Utility Adjustment work Developer is to perform, and the scope the Utility Owner is to perform;

(b) The applicable Utility conflict map;

(c) A schedule for the Utility Adjustment work, or procedures for preparing and implementing such schedule;

(d) The applicable Utility Standards and any terms and conditions regarding any change in Utility Standards;

(e) If necessary, requirements and location for any Replacement Utility Property Interest;

(f) Provisions for payments, payment terms, controlling specifications, and work description;

(g) Any Utility permits that may then exist with respect to the construction and relocation of the subject Utility;

(h) Specific procedures for resolving scheduling, design, construction and payment issues arising due to Errors in information the Utility Owner provides to Developer;

(i) Terms and provisions regarding Utility Betterments, if any; and

(j) The terms described in Section 7.6.2.4.

7.6.2.3 Developer shall keep Owner informed of the status of any negotiations of Utility Agreements with Utility Owners, and shall deliver to Owner, within ten days after execution, a true and complete copy of each Utility Agreement entered into by Developer. Owner shall have the right to attend negotiation sessions and conference calls.

7.6.2.4 Except as provided in Sections 7.6.2.5, 7.6.2.6 and 7.6.2.7, Owner will not be a party to Utility Agreements, and Developer shall cause each Utility Agreement to expressly provide that Owner will have no liability under the Utility Agreement unless and until Owner receives a written assignment of Developer's interests in the Utility Agreement and assumes in writing Developer's

obligations thereunder; provided, however, that Developer shall cause the Utility Agreements to designate Owner as an intended third-party beneficiary thereof and to permit assignment of Developer's right, title and interest thereunder to Owner without necessity for Utility Owner consent. Developer shall not enter into any agreement with a Utility Owner that purports to bind Owner in any way, unless Owner has executed such agreement as a party thereto (Owner's signature indicating approval or review of an agreement between Developer and a Utility Owner, or its status as a third-party beneficiary, shall not satisfy this requirement).

7.6.2.5 If Developer has prepared and negotiated a Utility Agreement with a Utility Owner and such Utility Owner is willing to enter into the Utility Agreement with Developer or the Design-Build Contractor only if Owner also signs it, then Owner will join as a signatory for the sole purpose of indicating its consent thereto.

7.6.2.6 If Developer has prepared and negotiated a Utility Agreement with a Utility Owner and such Utility Owner refuses to enter into the Utility Agreement with Developer or the Design-Build Contractor but is willing to enter into the Utility Agreement with Owner, then Owner will enter into the Utility Agreement directly with the Utility Owner and delegate its obligations to Developer, in which case Developer shall accept such delegation and assume such obligations.

7.6.2.7 If a Utility Owner is unwilling to negotiate a Utility Agreement with Developer or the Design-Build Contractor but is willing to do so with Owner, then Owner will use reasonable efforts to enter into a reasonably acceptable form of Utility Agreement and delegate its responsibilities thereunder to Developer, which shall assume such responsibilities. A Utility Agreement substantially similar to a form of Utility Agreement typically used by the City and Utility Owner on other City project(s) shall be deemed acceptable.

7.6.2.8 Developer shall be solely responsible for the terms and conditions of all Utility Agreements into which it enters or for which it assumes obligations. Developer shall comply with and timely perform all obligations imposed on Developer by any Utility Agreement to which it is a party or which it assumes.

7.6.2.9 Developer shall ensure that the Utility Adjustment Work is completed in accordance with the Contract Documents, regardless of the nature or provisions of the Utility Agreements and regardless of whether Developer or its Contractors, or the Utility Owner or its contractors, performs the Utility Adjustment Work.

7.6.2.10 If a conflict occurs between the terms of a Utility Agreement and those of the Contract Documents, the terms that establish the higher quality, manner or method of performing Utility Adjustment Work, establish better Good Industry Practice, or use more stringent standards shall prevail between Developer and Owner. If the foregoing criteria are not relevant to the terms at issue, then the Contract Documents shall prevail, unless expressly provided otherwise in the Contract Documents.

7.6.3 Owner's Commitment

Owner agrees to, as reasonably requested by Developer, engage in discussions with a Utility Owner to encourage Utility Owner's prompt attention to Utility Adjustments and proper performance of any Utility Adjustment work to be performed by the Utility Owner.

7.6.4 Requirements

Each Utility Adjustment performed by Developer or by the Utility Owner shall comply, and Developer shall coordinate and cooperate with the Utility Owner in connection with Utility Owner's compliance, with applicable Utility Standards and other requirements in any applicable Cooperation Agreement, as well as requirements of the Technical Requirements, the other Contract Documents and applicable Law. Developer is solely responsible for making arrangements with Utility Owners to limit applicability of changes to Utility Standards made after the Setting Date.

7.6.5 Costs of Utility Work

7.6.5.1 Subject to any adjustment to the amount of the Owner Allowance under Section 11.3.1**Error! Reference source not found.** in accordance with Section 11.3.9 or 11.3.10, as applicable, all costs of Utility Work, including Incidental Utility Work, performed by Developer-Related Entities are included in the D&C Contract Amount. To the extent that costs of Utility Work are to be paid from the Owner Allowance under Section 11.3.1**Error! Reference source not found.**, they shall be paid without any Developer or Contractor markup.

7.6.5.2 Owner shall not be responsible for Utility Work costs except as specifically provided in the Contract Documents.

7.6.6 Utility Betterments

7.6.6.1 Utility Betterments may be added to the Work pursuant to this Section 7.6.6.

7.6.6.2 If a Utility Owner requests that Owner permit Developer to perform work relating to Utility Betterments as a part of the Work, at the Utility Owner's expense, and if Owner's Authorized Representative approves any such request, Developer shall perform such work, with the right to receive additional payment from Owner or by direct payment from the Utility Owner pursuant to a separate agreement with the Utility Owner.

7.6.6.3 Owner will approve the addition of a Utility Betterment to the scope of the Work only if: (a) the Utility Owner has agreed in writing to the addition of such Utility Betterment to the Work; (b) Owner determines that such Utility Betterment is compatible with the Project and will not delay the Critical Path; (c) Owner determines that it is feasible to separate the cost/pricing for the Utility Betterment work from that for any related Utility Work being furnished or performed by Developer; (d) the Utility Owner has agreed to reimburse Owner or pay Developer directly for all the costs of the Utility Betterment pursuant to a separate written agreement; and (e) the Utility Owner, Developer and Owner have agreed in writing as to the method of pricing such Work. Developer shall provide Owner with such information, analyses and certificates as may be requested by Owner in connection with its review of the Utility Betterment.

7.6.6.4 If a private Utility Owner requires Utility Betterments as a condition to cooperating with Developer to advance a Utility Adjustment, and such request will delay the Utility Adjustment and add cost to the Project, Developer shall promptly notify Owner. Owner will engage in discussions with Utility Owner to accelerate resolution of the matter. If Owner directs Developer to perform any Utility Betterments, such work will be addressed as an Owner Change.

7.6.7 Assignment of Rights Against Utility Owners

If Developer establishes that it has a good faith claim based on wrongful actions or inactions of a Utility Owner pertaining to a Utility within the Site or otherwise affected by the Project, upon receipt of a written request from Developer, Owner may assign to Developer Owner's rights of recovery, as such may exist, under any existing agreement between Owner and the Utility Owner or under any utility permit.

7.6.8 Applications for Utility Permits

Developer acknowledges that, for reasons unrelated to a Utility Adjustment, Utility Owners may apply to an Authority Having Jurisdiction for utility permits to install new Utilities that would conflict with the Project, or to modify, upgrade, relocate or expand existing Utilities within the Site, and that in such event, the Authority Having Jurisdiction may request Owner's input in connection with the permitting decision. Developer agrees to:

(a) Assist Owner in providing comments regarding such permit applications;

(b) Make available upon request the most recent Project design information and/or Record Documents, as applicable, to the applicants;

(c) Assist each applicant with information regarding the location of other proposed and existing Utilities; and

(d) Use commercially reasonable efforts to coordinate work schedules with such applicants as appropriate to avoid interference, if possible, with the Work by applicants' activities.

7.6.9 Utility Adjustment Delays; Inaccurate Utility Information

7.6.9.1 To be eligible for any relief pursuant to clause (t) (Delay by Los Angeles Department of Water and Power (LADWP) in performing a Utility Adjustment) of the definition of Compensation Event, Developer must, in addition to complying with the requirements set forth in Article 13 (Relief Event Claims Process), establish that Developer:

(a) submitted a Utility Relocation Plan to Owner in compliance with Section 7.6.1(d) that included the subject Utility Adjustment, and Owner approved that plan, provided that Owner will not unreasonably withhold its approval of the plan if it is consistent with the Project Schedule, including that the timeline for completing the Utility Adjustment does not extend the Critical Path, and the plan otherwise complies with applicable Contract Document requirements;

(b) conducted and completed:

(i) within 120 days after the date Owner issues NTP 1, an investigation of Utilities in accordance with Good Industry Practice and the standards set forth in the Standard Guideline for Investigating and Documenting Existing Utilities (ASCE Publication 38-22) for Quality Levels B, C and D; and

(ii) within 240 days after the date Owner issues NTP 1, an investigation of Utilities in accordance with Good Industry Practice and the standards set

forth in the Standard Guideline for Investigating and Documenting Existing Utilities (ASCE Publication 38-22) for Quality Level A.

(c) has not interrupted the Utility Owner's contiguous duration for mobilization, lead time on materials, and construction after issuance of a notice to the Utility Owner to start construction, where the Utility Owner will be performing the Utility Work;

(d) took advantage of Float available early in the Project Schedule for coordination activities with respect to the subject Utilities;

(e) submitted any necessary applications or other submittals to the Utility Owner in accordance with the requirements of the Utility Owner and such applications were fully complete and adequate;

(f) complied with its obligations to cooperate and coordinate with the Utility Owner in accordance with the Contract Documents;

(g) furnished the Utility Owner and Owner with sufficient advance notice regarding the potential impact of the Delay; and

(h) pursued all commercially reasonable options to avoid the Delay.

7.6.9.2 To be eligible for any relief pursuant to clause (i) (Inaccurate Utility Information) of the definition of Compensation Event, Developer must, in addition to complying with the requirements set forth in Article 13 (Relief Event Claims Process), establish that Developer satisfied the condition and requirement set forth in Section 7.6.9.1(b), and if the relief sought includes Delay Costs or schedule relief, establish that Developer satisfied all the other conditions and requirements set forth in Section 7.6.9.1 except Sections 7.6.9.1(a).

7.7 Hazardous Materials Management; Risk Allocation

7.7.1 Hazardous Materials Management

7.7.1.1 Except as otherwise provided in this Section 7.7.1, Developer shall, as part of the Work, perform, or cause to be performed, all Hazardous Materials Management required in connection with the Project in accordance with applicable Law, Governmental Approvals, the approved Environmental Management Plan, Emergency Management and Disaster Recovery Plan and Waste Management Plan, Good Industry Practice and all applicable provisions of the Contract Documents.

7.7.1.2 Developer shall have the following duties to identify, avoid, minimize and mitigate adverse monetary and non-monetary impacts to the Project and to Owner relating to Hazardous Materials:

(a) Developer shall adopt design and construction techniques for the Project, using Good Industry Practice, that avoid, to the maximum extent reasonably practicable, the need for Hazardous Materials Management;

(b) when performing Hazardous Materials Management, Developer shall use Good Industry Practice, including design modifications and construction techniques, to

avoid or minimize costs (including long-term costs) of Hazardous Materials Management;

(c) when performing Hazardous Materials Management, Developer shall follow the procedures and perform the activities as set forth in the Contract Documents and the Environmental Management Plan, Emergency Management and Disaster Recovery Plan and Waste Management Plan; and

(d) Developer shall use appropriately trained and qualified personnel to conduct Hazardous Materials Management activities.

7.7.1.3 Developer shall notify Owner of the identity of one or more independent hazardous material consultants (the "**Hazmat Consultant**") that will perform assessments of any Hazardous Materials encountered within the Project Limits in connection with the Project or the Work. Owner reserves the right in its reasonable discretion to object to Developer's selection for the Hazmat Consultant. If Owner objects to Developer's selection, Developer shall select another Hazmat Consultant and give Owner notice of the new Hazmat Consultant. This process shall continue until Owner does not object to Developer's selection.

7.7.1.4 Developer shall promptly provide notice to Owner of (a) any Hazardous Materials encountered in connection with the Project, the Site or the Work that require (i) reporting or notice to any Governmental Entity or (ii) taking any response action (*e.g.*, evaluating and addressing the circumstances and location of the Hazardous Materials) under applicable Law, Governmental Approvals, the approved Environmental Management Plan, Emergency Management and Disaster Recovery Plan and Waste Management Plan, Good Industry Practice and the Contract Documents, as applicable, and (b) any abnormal condition that may indicate the presence of Hazardous Materials on, under or within the Site. The notice shall advise Owner of any obligation to notify Governmental Entities under applicable Law. Developer shall make all such reports, or deliver all such notices, to any Governmental Entity with respect to Hazardous Materials encountered in connection with the Project, the Site or the Work, providing concurrent notice and copies of such reports and notices to Owner.

7.7.1.5 Developer shall be alert for the presence of tanks or barrels; discolored or stained earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal as possible indicators of the presence of Hazardous Materials and treat these conditions with extraordinary caution. Upon discovery of any Hazardous Materials or an abnormal condition that may indicate the presence of Hazardous Materials on, under or within the Site, Developer shall:

(a) promptly perform any emergency actions necessary to stabilize and contain a sudden release or otherwise required by Law to immediately address the emergency;

(b) discontinue Work, other than emergency actions, in the vicinity of the Hazardous Materials or abnormal condition and not resume the Work in such vicinity until so directed by Owner;

(c) promptly direct the Hazmat Consultant to investigate the Hazardous Material encountered to determine the type of Hazardous Materials present, the quantities of such Hazardous Materials, and the recommended approach for managing such

Hazardous Materials, and to prepare a Remediation Plan that sets out in reasonable detail:

(i) the location of the Hazardous Materials;

(ii) the nature of the Hazardous Materials, including estimated quantities; and

(iii) the exact nature and scope of the Hazardous Materials Management that the Hazmat Consultant recommends to be performed, together with a schedule for performance of such Work, determined in accordance with Good Industry Practice, applicable Laws, Governmental Approvals and Contract Document requirements, including this Section 7.7.1; and

(d) provide the Remediation Plan to Owner for approval, which approval shall not be unreasonably withheld. If Owner disapproves the Remediation Plan, Owner will provide Developer with reasonable detail as to the basis for its disapproval, and Developer shall resubmit the Remediation Plan to Owner for approval after the Hazmat Consultant has addressed any Owner comments on the plan.

7.7.1.6 Following Owner's approval of the Remediation Plan, Developer shall obtain a minimum of two bids to complete the Hazardous Materials Management defined in the Remediation Plan. Developer shall provide Owner with copies of all bids received. Developer shall either (a) immediately instruct the low price bidder to perform the Hazardous Materials Management defined in the Remediation Plan, or (b) provide a report to Owner explaining why another bidder should perform the Work and arrange a meeting with Owner to discuss the recommendation, in which case Owner will provide direction to Developer within three Business Days of the meeting. The requirement for Developer to obtain bids to complete the Hazardous Materials Management defined in the Remediation Plan shall not apply to Hazardous Materials Management needed as a result of a Developer Release or a Release of Hazardous Materials located in, on or under, or emanating from, Additional Properties and Temporary Areas.

7.7.1.7 As between Developer and Owner, subject to Section 7.7.4, Developer shall be considered the sole generator and arranger under 40 CFR Part 262 and shall sign transport manifests for the off-site disposal of each Developer Release and each Release of Hazardous Materials located in, on or under, or emanating from, Additional Properties and Temporary Areas. Where Developer is the generator and arranger, Developer:

(a) shall prepare a transport manifest designating Developer or another Developer-Related Entity as the generator;

(b) shall ensure that each destination facility to which any Hazardous Materials will be transported is properly licensed under applicable Law to receive the specific Hazardous Materials to be transported to that facility;

(c) shall not dispose of Hazardous Materials at any Superfund Sites; and

(d) shall take all reasonable efforts to not dispose of Hazardous Materials at any other site that is the subject of any response, remediation, enforcement, cease and desist, cleanup or abatement order issued by any state or federal agency pursuant to any Environmental Law.

7.7.1.8 As between Developer and Owner, subject to Section 7.7.4, Owner shall be considered the sole generator and arranger under 40 CFR Part 262 and will sign transport manifests for the off-site disposal of any Hazardous Materials other than those related to a Developer Release or a Release of Hazardous Materials located in, on or under, or emanating from, Additional Properties and Temporary Areas. Notwithstanding the foregoing, in the case of any Release from a third party vehicle operating or located within the Site or from such vehicle's cargo, Developer shall use diligent efforts to handle disposal of the Hazardous Materials in a manner that does not place Owner in the position of assuming generator or arranger liability. Where Owner is the generator or arranger:

(a) Owner has exclusive decision-making authority regarding selection of the destination facility to which Hazardous Materials will be transported; and

(b) Developer shall prepare a transport manifest designating Owner as the generator for review and signature by Owner's Authorized Representative (at the time that the Hazardous Materials are loaded on the transport truck on Site), provide all related forms required for transportation and disposal of the Hazardous Materials and provide copies of such documentation to Owner on the date of transport.

7.7.1.9 If Developer fails to undertake the Hazardous Materials Management required under this Section 7.7.1 in accordance with the schedule set forth in any applicable Remediation Plan approved by Owner, or, in the absence of an approved Remediation Plan, within a reasonable time after discovery of Hazardous Materials, taking into consideration the nature and extent of the contamination and action required and the potential impact upon Developer's schedule for use of and operations on the Site, Owner may provide Developer notice of Owner's intent to undertake the Hazardous Materials Management. If Developer fails to diligently undertake the needed Hazardous Materials Management within 10 days after such notice from Owner, then:

(a) Owner may itself, but is not obligated to, undertake Hazardous Materials Management actions or procure a contractor to perform such work, in which case Owner will do so in accordance with all applicable Environmental Laws;

(b) Developer shall reimburse Owner on a current basis, within 10 days of request, for:

(i) in the case of remediation of a Release that is not a Compensation Event under clause (h) of the definition of Compensation Event, the reasonable costs, including Owner's Recoverable Costs, that Owner incurs in carrying out such Hazardous Materials Management actions in accordance with all applicable Environmental Laws;

(ii) in the case of remediation of a Release that is a Compensation Event under clause (h) of the definition of Compensation Event, the amount (if any) by which Owner's reasonable costs, including Owner's Recoverable Costs, that Owner incurs in carrying out such Hazardous Materials Management actions in accordance with all applicable Environmental Laws exceeds the compensation that would be due from Owner to Developer for such Compensation Event had Developer performed its Hazardous Materials Management obligation; and

(iii) in the case of any Release, fines, penalties or other assessments against Owner or the Project by Governmental Entities due to Developer's delay or failure to undertake the Hazardous Materials Management, except those levied solely due to Owner's actions that are not in accordance with applicable Environmental Laws; and

(c) Owner shall have no liability or responsibility to Developer arising out of, relating to or resulting from Owner's Hazardous Materials Management actions; and such actions shall not constitute a Relief Event or other basis for a Claim.

7.7.1.10 Notwithstanding anything to the contrary contained in Section 7.7.1.9 and without limiting Owner's other rights and remedies under this Agreement, Owner shall have the right to undertake needed Hazardous Materials Management without prior notice to Developer if:

(a) Developer's failure to perform such work results in an Emergency or danger to persons or property; or

(b) Developer is not then diligently taking all necessary steps to rectify or deal with such Emergency or danger.

The Parties' rights and obligations related to Owner's performance of Hazardous Materials Management under this Section 7.7.1.10 shall be the same as for Owner's performance of Hazardous Materials Management under Section 7.7.1.9.

7.7.2 Additional Hazardous Materials Obligations of Developer

7.7.2.1 Developer shall avoid exacerbating Hazardous Materials (including Known or Suspected Hazardous Materials as well as new Releases) in, on, under or migrating from the Site.

7.7.2.2 Developer shall take all reasonable efforts to ensure that no act or omission of any Developer-Related Entity will result in an unlawful Release of Hazardous Materials to or into wastewater, storm or sanitary sewer systems, surface water, air, soils or groundwater in, on, under or migrating from the Site.

7.7.2.3 To the extent circumstances warrant managing and/or remediating any Hazardous Materials in place or otherwise on-site, Developer shall take all appropriate actions in accordance with any applicable Remediation Plan approved by Owner, the Environmental Management Plan, Emergency Management and Disaster Recovery Plan and Waste Management Plan, and applicable Laws.

7.7.2.4 With respect to a Compensation Event described in clause (h) of the definition of Compensation Event that involves a Release for which a Third Party is potentially responsible, Developer shall, upon receipt of any written request from Owner, and conditioned upon Owner's written determination that such a Compensation Event has occurred, promptly assign and subrogate, or cause to be promptly assigned and subrogated, as applicable, to Owner any and all rights of recovery of Developer and any Developer-Related Entity against such Third Party in connection with such event, as such may exist.

7.7.3 Contribution for Losses

Developer shall be entitled to seek contribution from Owner for Developer's Losses arising out of Third Party claims against Developer for Releases, provided that:

(a) Developer shall have no right of contribution for such Losses arising out of Developer Releases or Releases of Hazardous Materials located in, on or under, or emanating from, Additional Properties and Temporary Areas;

(b) Developer shall promptly notify Owner of incidents, potential claims and matters which may give rise to any such Third Party claim;

(c) Unless and until Owner assumes defense of any such Third Party claim, Developer shall keep Owner informed at all times regarding such claim; and

(d) Developer shall not enter into any agreement or settlement with respect to any such Third Party claim without the prior written approval of Owner.

7.7.4 Rights Against Third Parties

Nothing in this Section 7.7 shall preclude or limit any rights or remedies that Owner or Developer may have against Third Parties, including prior owners, lessees, licensees and occupants of the LACC Campus or of Additional Properties or Temporary Areas, and including Owner's or Developer's right to have a Third Party assume generator and arranger responsibility.

7.8 Public Art

7.8.1 Developer shall:

(a) promptly upon request by Owner, provide Owner with such Project information as Owner may require to calculate the art assessment for the Project pursuant to the City's Public Works Improvements Arts Program;

(b) act in a manner consistent with, and shall not hinder or compromise, the City's commitments and objectives under the Public Works Improvements Arts Program; and

(c) coordinate with Owner to accommodate art within the Project and comply with the requirements set forth in Section 3.3.4.4 (Public Art) of the Technical Requirements.

7.8.2 Subject to Section 7.8.4, Developer shall, upon request by Owner, perform as Extra Work art accommodation and installation services, including the accommodation services described in Section 3.3.4.4 (Public Art) of the Technical Requirements ("**Art Accommodation and Installation Work**"). Except as otherwise provided in Section 7.8, Developer shall be compensated for the Extra Work costs it incurs in performing Art Accommodation and Installation Work through a Change Order.

7.8.3 Except as provided in Section 7.8, as between the Parties, Developer shall be compensated for the Extra Work costs it incurs in performing Art Accommodation and Installation Work through a Change Order and Owner will directly pay and cover all other costs related to

compliance with and implementation of the Public Works Improvements Arts Program with its own funds.

7.8.4 If Owner designates any portion of the Project that is within Developer's base scope of Work as qualifying public art under the City's Public Works Improvements Arts Program, then Developer shall not be entitled to:

(a) treat such portion of the Project as Art Accommodation and Installation Work or as any other Extra Work; or

(b) any Compensation Amount with respect to such portion of the Project.

7.9 Olympics Readiness

7.9.1 Developer shall exercise its best efforts to achieve Olympics Readiness on or before the Olympics Readiness Deadline.

7.9.1.1 Twenty-four months prior to the Olympics Readiness Deadline, Developer shall submit to Owner a 24-month LA28 Lookahead Report (as per Section 2.4.1.11(d) (Progress Reports) of the Technical Requirements) to facilitate Owner's determination of whether Developer shall meet the conditions to Olympics Readiness set forth in Exhibit 15C (Conditions to Olympic Readiness) by the Olympics Readiness Deadline.

7.9.1.2 Eighteen months prior to the Olympics Readiness Deadline, the Developer shall submit to Owner a 18-month LA28 Lookahead Report (as per Section 2.4.1.11(e) (Progress Reports) of the Technical Requirements) to facilitate Owner's determination of whether Developer shall meet the conditions to Olympics Readiness set forth in Exhibit 15C (Conditions to Olympic Readiness) by the Olympics Readiness Deadline.

7.9.1.3 Twelve months prior to the Olympics Readiness Deadline, the Developer shall submit to Owner a 12-month LA28 Lookahead Report (as per Section 2.4.1.11(f) (Progress Reports) of the Technical Requirements) to facilitate Owner's determination of whether Developer shall meet the conditions to Olympics Readiness set forth in Exhibit 15C (Conditions to Olympic Readiness) by the Olympics Readiness Deadline.

7.9.2 Not earlier than 180 days and not later than 150 days before the date on which Developer expects to achieve Olympics Readiness or the Olympics Readiness Deadline, whichever is earlier, Developer shall submit to Owner:

(a) written notice of the date on which Developer expects to achieve Olympics Readiness; and

(b) a detailed checklist identifying all conditions to Olympics Readiness and the current status of satisfaction of each such condition as set forth in Exhibit 15C (Conditions to Olympics Readiness) and their current status.

7.9.3 After Owner's receipt of the Submittals described in this Section 7.9.3:

(a) Owner shall begin its process for determining whether Developer has met the conditions to Olympics Readiness set forth in Exhibit 15C (Conditions to Olympics Readiness) utilizing the checklist referenced in Section 7.9.2(b);

(b) Developer and Owner shall meet and confer regularly and at least weekly or more frequently as needed to facilitate Owner's determination of whether Developer has met the conditions to Olympics Readiness set forth in Exhibit 15C (Conditions to Olympics Readiness); and

(c) Developer and Owner shall work together to develop and refine Developer's initial draft Olympics Readiness Punch List.

7.9.4 Not earlier than 90 days and not later than 60 days before the date on which Developer expects to achieve Olympics Readiness, whichever is earlier, Developer shall submit to Owner an updated draft Olympics Readiness Punch List. Upon Owner's receipt of the updated draft Olympics Readiness Punch List, Owner and Developer shall work together to review and revise the updated draft Olympics Readiness Punch List ahead of the Olympics Readiness Deadline until Owner has determined that the updated draft Olympics Readiness Punch List meets the requirements of the definition thereof and approves the Olympics Readiness Punch List.

7.9.5 After completion of the steps set forth in Section 7.9.2 through Section 7.9.4, and 15 days before the date on which Developer expects to achieve Olympics Readiness, Developer shall provide written notice of such date to Owner.

7.9.6 When Developer reasonably determines that it has met all conditions to Olympics Readiness as set forth in Exhibit 15C (Conditions to Olympics Readiness), it shall deliver to Owner a certification, in a form reasonably acceptable to Owner and signed by Developer's Authorized Representative, Design-Build Contractor's authorized representative, the Engineer of Record and the Architect of Record stating the date that all conditions in Exhibit 15C (Conditions to Olympics Readiness) have been met, as reasonably determined by Developer, Design-Build Contractor, Engineer of Record and Architect of Record.

(a) If Developer has met the conditions to Olympics Readiness set forth in Exhibit 15C (Conditions to Olympics Readiness), Owner shall issue to Developer a Statement of Olympics Readiness within one Business Day after receiving Developer's signed certification pursuant to this Section 7.9.5.

(b) If Owner reasonably determines that Developer has not met one or more of the conditions to Olympics Readiness set forth in Exhibit 15C (Conditions to Olympics Readiness), Owner shall provide written notice to Developer within one Business Day after receiving Developer's signed certification pursuant to this Section 7.9.5 stating that it is not issuing the Statement of Olympics Readiness, and detailing the specific conditions to Olympics Readiness which Owner has determined have not been met.

7.9.7 If Owner provides notice to Developer under Section 7.9.6(b), Developer shall take appropriate steps to meet the remaining conditions to Olympics Readiness identified by Owner and provide a new notice to Owner under Section 7.9.5 once Developer believes such conditions have been met. Developer shall repeat such steps until either Owner issues a Statement of Olympics Readiness under Section 7.9.6(a) or the Olympics Readiness Deadline lapses without meeting the remaining conditions to Olympics Readiness. If Owner provides notice to Developer under Section 7.9.6(b), Developer shall have the right to dispute it under Section 18.4.2, provided that Owner's determination shall be binding and Developer shall continue to diligently take the

steps Owner determines necessary to meet the remaining conditions until such time, if any, that the Project Neutral renders a contrary finding.

7.9.8 Developer shall prioritize analysis, development and implementation of Delay Recovery Solutions in all circumstances involving a delay to achieving Olympics Readiness by the Olympics Readiness Deadline, in accordance with Article 15.

7.9.9 If one or more Relief Events or other occurrences prevent or, notwithstanding Delay Recovery Solutions, are anticipated to prevent one or more of the conditions to Olympics Readiness set forth in Exhibit 15C (Conditions to Olympics Readiness) from being met by the Olympics Readiness Deadline, then:

(a) Owner and Developer shall work diligently and cooperatively to identify and implement any necessary equitable modifications to the conditions to Olympics Readiness to ensure no Work impairs or hinders LA28's required access to, and usage of, the LA28 Exclusive Use Zone throughout the LA28 Exclusive Use Period; and

(b) Developer shall diligently implement any actions necessary to meet the conditions to Olympics Readiness as so modified.

7.9.10 Solely with respect to the Temporary Certificate of Occupancy for Pico Passage (the "**Pico Passage TCO**"), Owner will reasonably assist and cooperate with Developer to obtain concurrence from the Specified AHJs to defer their respective conditions to the Pico Passage TCO to the Certificate of Occupancy, provided that Developer shall remain responsible for obtaining the Pico Passage TCO and the Certificate of Occupancy in accordance with all applicable requirements, irrespective of whether the Specified AHJs grant such deferral.

7.10 Early Turnover Work Completion, Substantial Completion and Final Completion

7.10.1 Substantial Completion Deadline and Final Completion Deadline

Developer shall exercise its best efforts to achieve (a) Substantial Completion on or before the Substantial Completion Deadline and (b) Final Completion on or before the Final Completion Deadline.

7.10.2 Early Turnover Work Completion

7.10.2.1 Owner will issue to Developer a Statement of Early Turnover Work Completion solely with respect to the Early Turnover Work on the terms and conditions of this Section 7.10.2.

7.10.2.2 The conditions to completion of the Early Turnover Work shall be the same as the conditions to Substantial Completion set forth in Exhibit 15D (Conditions to Substantial Completion) and to Final Completion set forth in Exhibit 15E (Conditions to Final Completion), provided that (a) such conditions shall be read to apply only to the Early Turnover Work and the portion of the Project in which it is located, and (b) the PLA-related conditions precedent in Exhibit 15E (Conditions to Final Completion) shall not apply.

7.10.2.3 Developer and Owner shall follow the same procedures and terms for determining completion of Early Turnover Work and issuing the Statement of Early Turnover Work Completion as set forth in Sections 7.10.3.2 through 7.10.3.6, by applying such procedures and terms to the

Early Turnover Work, provided that the time periods under Sections 7.10.3.2 and 7.10.3.5 shall also include completion of the items on the punch list for the Early Turnover Work.

7.10.2.4 Until a Statement of Early Turnover Work Completion is issued, all responsibility for care and maintenance of all items or portions of the Early Turnover Work to be placed in use shall be borne by Developer. Upon issuance of a Statement of Early Turnover Work Completion, the City will accept responsibility for the protection and maintenance of all such items or portions of the Early Turnover Work, subject to Developer's Warranty obligations. However, issuance of a Statement of Early Turnover Work Completion shall not relieve Developer of its full responsibility under the Contract Documents for care and maintenance of all other areas under construction by Developer or for satisfactory completion of the total Project.

7.10.3 Substantial Completion

7.10.3.1 The conditions to Substantial Completion are set forth in Exhibit 15D (Conditions to Substantial Completion).

7.10.3.2 Not earlier than 210 days and not later than 180 days before the date on which Developer expects to achieve Substantial Completion, Developer shall submit to Owner:

(a) written notice of the date on which Developer expects to achieve Substantial Completion; and

(b) a detailed checklist identifying all conditions to Substantial Completion and the current status of satisfaction of each such condition as set forth in Exhibit 15D (Conditions to Substantial Completion) and their current status.

7.10.3.3 After Owner's receipt of the Submittals described in Section 7.10.3.2:

(a) Owner shall begin its process for determining whether Developer has met the conditions to Substantial Completion set forth in Exhibit 15D (Conditions to Substantial Completion) utilizing the checklist referenced in Section 7.10.3.2(b); Such process may include conducting inspections and walkthroughs of the Project, reviewing the applicable Final Design Documents, Construction Documents and other Submittals, and conducting such other investigations as Owner may determine is necessary;

(b) Developer and Owner shall regularly meet and confer as needed to facilitate Owner's determination of whether Developer has met the conditions to Substantial Completion set forth in Exhibit 15D (Conditions to Substantial Completion); and

(c) Developer and Owner shall work together to develop and refine Developer's initial draft Project Punch List not later than 120 days before the date on which Developer expects to achieve Substantial Completion.

7.10.3.4 Not earlier than 90 days and not later than 60 days before the date on which Developer expects to achieve Substantial Completion, Developer shall submit to Owner an updated draft Project Punch List. Upon Owner's receipt of the updated draft Project Punch List, Owner and Developer shall work together to review and revise the updated draft Project Punch List ahead of the Substantial Completion Date until Owner has determined that the updated draft Project Punch List meets the requirements of the definition thereof and approves the Project Punch List.

7.10.3.5 After completion of the steps set forth in Section 7.10.3.2 through Section 7.10.3.4, when Developer determines that it has satisfied all conditions to Substantial Completion as set forth in this Section 7.10.3, it shall deliver to Owner a certification, in a form reasonably acceptable to Owner and signed by Developer's Authorized Representative, Design-Build Contractor's authorized representative, the Engineer of Record and the Architect of Record stating the date that all conditions in Exhibit 15D (Conditions to Substantial Completion) have been satisfied, as reasonably determined by Developer, Design-Build Contractor, Engineer of Record and Architect of Record. Within 30 days of receiving such certification, Owner shall determine whether Developer has satisfied the conditions to Substantial Completion.

(a) If Owner determines that Developer has satisfied the conditions to Substantial Completion set forth in Exhibit 15D (Conditions to Substantial Completion), Owner shall issue to Developer a Certificate of Substantial Completion within 30 days after receiving Developer's signed certification pursuant to this Section 7.10.3.5.

(b) If Owner determines that Developer has not satisfied one or more of the conditions to Substantial Completion set forth in Exhibit 15D (Conditions to Substantial Completion), Owner shall provide written notice to Developer within 30 days after receiving Developer's signed certification pursuant to this Section 7.10.3.5 stating that it is not issuing the Certificate of Substantial Completion, and detailing the reasons why such conditions to Substantial Completion have not been satisfied.

7.10.3.6 If Owner provides notice to Developer under Section 7.10.3.5(b), subject to Developer's right to dispute such notice under Section 18.4.2, Developer shall take appropriate steps to satisfy the remaining conditions to Substantial Completion identified by Owner and provide a new notice to Owner under Section 7.10.3.5 once Developer believes such conditions have been satisfied. Developer shall repeat such steps until Owner issues a Certificate of Substantial Completion under Section 7.10.3.5(a).

7.10.3.7 For any time periods specified in this Section 7.10.3, to the extent that the LA28 Exclusive Use Period occurs after Developer provides written notice under Section 7.10.3.2(a), any notice period prescribed in this Section 7.10.3 shall be tolled for the duration of the LA28 Exclusive Use Period to the extent of any overlap.

7.10.4 Final Completion

7.10.4.1 Promptly after achieving Substantial Completion, Developer shall perform all remaining Work to achieve Final Completion.

7.10.4.2 The conditions to Final Completion are set forth in Exhibit 15E (Conditions to Final Completion).

7.10.4.3 Not earlier than 90 days and not later than 60 days before the date on which Developer expects to achieve Final Completion, Developer shall submit to Owner:

(a) written notice of the date upon which Developer expects to achieve Final Completion;

(b) a written request for Owner to begin its process for determining whether Developer has met the conditions to Final Completion; and

(c) a written checklist identifying all conditions to Final Completion as set forth in Exhibit 15E (Conditions to Final Completion) and their current status.

7.10.4.4 After Developer has achieved Substantial Completion and following Owner's receipt of the Submittals described in Section 7.10.4.3:

(a) Owner shall begin its process for determining whether Developer has met the conditions to Final Completion as set forth in Exhibit 15E (Conditions to Final Completion) utilizing the checklist referenced in Section 7.10.4.3(c). Such process may include conducting inspections and walkthroughs of the Project, reviewing the applicable Submittals and As-Built Documents and conducting such other investigations as Owner may determine is necessary or desirable to evaluate whether Project Punch List items have been completed or whether Final Completion has been achieved; and

(b) Developer and Owner shall meet and confer as needed, and no less than once every week, to facilitate Owner's determination of whether Developer has met the conditions for Final Completion.

7.10.4.5 After completion of the steps set forth in Section 7.10.4.3 and Section 7.10.4.4, when Developer determines that it has satisfied all conditions to Final Completion as set forth in Exhibit 15E (Conditions to Final Completion), it shall deliver to Owner a certification, in a form reasonably acceptable to Owner and signed by Developer's Authorized Representative and Design-Build Contractor's authorized representative under the Design-Build Contract, the Engineer of Record and the Architect of Record stating the date that all conditions in Exhibit 15E (Conditions to Final Completion) have been satisfied, as determined by Developer, Design-Build Contractor, the Engineer of Record and the Architect of Record.

(a) If Owner determines that Developer has satisfied the conditions to Final Completion set forth in Exhibit 15E (Conditions to Final Completion), Owner shall issue to Developer a Certification of Statement of Completion within 30 days after receiving Developer's signed certification pursuant to this Section 7.10.4.5.

(b) If Owner determines that Developer has not satisfied one or more of the conditions to Final Completion set forth in Exhibit 15E (Conditions to Final Completion), Owner shall provide written notice to Developer within 30 days after receiving Developer's signed certification pursuant to this Section 7.10.4.5 stating that it is not issuing the Certification of Statement of Completion, and detailing the reasons why such conditions to Final Completion have not been satisfied.

7.10.4.6 If Owner provides notice to Developer under Section 7.10.4.5(b), subject to Developer's right to dispute such notice under the Dispute Resolution Procedures, Developer shall take appropriate steps to satisfy the remaining conditions to Final Completion identified by Owner and provide a new notice to Owner under Section 7.10.4.5 once Developer believes such conditions have been satisfied. Developer shall repeat such steps until Owner issues a Certification of Statement of Completion under Section 7.10.4.5(a). In addition, when all of the foregoing has occurred, Developer shall provide an executed sworn Affidavit of Final Completion to Owner including the following statement:

To the best of Developer's knowledge and belief, the Work under this Agreement has been completed in strict accordance with the Contract Documents, no lawful debts for labor or materials are outstanding and no federal excise tax has been included in the D&C Contract Amount; all requests for funds for undisputed work under the Contract Documents, including changes in the Work, and under all billings of whatsoever nature are accurate, complete and final and no additional compensation over and above the final payment will be requested or is due under the Contract Documents or under any adjustment issued thereunder for said undisputed work; except as previously disclosed in writing to Owner and approved by Owner in its good faith discretion, there are no outstanding claims, outstanding Liens or stop notices relating to the Project, including claims by Utility Owners; there is no existing default of Developer's obligations under any Utility Agreement that are Developer's responsibility pursuant to the Contract Documents, and no event has occurred which, with the passing of time or giving of notice or both, would lead to a claim relating to the Work or an event of default under any Utility Agreement; and upon receipt of final payment, Developer and Contractors acknowledge that Owner and any and all employees of Owner and their authorized representatives will thereby be released, discharged and acquitted from any and all claims or liability for additional sums on account of undisputed work performed under the Contract Documents.

If Developer is unable to provide the affidavit in the above form as it relates to outstanding claims, Liens or stop payment notices relating to the Project, the affidavit shall certify that all such outstanding matters are set forth in an attached list which shall describe the outstanding matters in such detail as may be requested by Owner. The affidavit shall include a representation of Developer that it is diligently and in good faith contesting all such matters by appropriate legal proceedings and shall provide a status report regarding the same including an estimate of the maximum payable with respect to each such matter. Owner may condition its acceptance of such affidavit in such form by requiring that Developer post security or take other actions which, in Owner's good faith discretion, will adequately protect Owner and the Project against such outstanding matters.

7.10.4.7 Upon (a) Owner's issuance of a Certification of Statement of Completion under Section 7.10.4.5(a), (b) Owner's receipt of an executed sworn Affidavit of Final Completion in accordance with Section 7.10.4.5, and (c) completion of all administrative requirements set forth in the Contract Documents, the Inspector and the City Engineer will prepare a joint report which contains the recommendation of the Inspector that the Board accept the Project. The Board will formally accept the Project based on the information contained in the joint report.

7.10.4.8 Notwithstanding the requirements set forth in this Section 7.10.4, in addition to any other rights Owner has under the Contract Documents, after the Substantial Completion Date, Owner reserves the right to step in and complete some or all of the Project Punch List items on behalf of Developer. Owner exercises this right by sending written notice to Developer indicating that it is exercising its rights under this section. This notice will also indicate the scope and timing of the step-in. If Owner exercises this right, Owner is entitled to deduct up to 150% of the estimated value of the Project Punch List items at issue from remaining retention amounts or from any amounts otherwise payable to Developer under this Agreement. Owner will estimate the value of the Project Punch List items at issue in its reasonable discretion. Alternatively, for some or all of the Project Punch List items at issue, Owner may choose to have Developer reimburse

Owner on demand for its Recoverable Costs incurred in connection with the performance of this Work.

7.11 Nonconforming Work

7.11.1 Obligation to Replace Nonconforming Work

Developer shall perform all Work in conformity with the Contract Documents. If Developer has not performed the Work in conformity with the Contract Documents, then, in addition to any other remedies available to Owner, Owner may direct Developer to, and Developer shall, remove and replace or otherwise remedy the Nonconforming Work. Developer shall not be entitled to make a Claim in connection with such Work except as it relates to a Dispute regarding whether Developer had performed the Work in conformity with the Contract Documents.

7.11.2 Remedial Plan for Nonconforming Work

7.11.2.1 Promptly after Nonconforming Work is identified but no later than 10 Business Days after Developer first obtains knowledge of such Nonconforming Work, Developer shall submit a remedial plan to Owner, for approval, describing the Error giving rise to the Nonconforming Work, and describing Developer's planned remedial action. Such proposal shall address structural integrity, aesthetics, operational impact (including MOT impacts) on Owner, impact on Licensees, Users, and any applicable Governmental Entities, maintainability, the effect on the Project Schedule and other relevant issues.

7.11.2.2 If Owner determines that a proposed plan of correction may infringe upon structural integrity, operations or maintainability, then Owner may elect to perform a technical assessment of Developer's proposal. Owner shall notify Developer promptly upon determining that an assessment is required, and shall take reasonable efforts to expedite the assessment. Should Owner elect to perform any such technical assessment, (a) if so requested by Owner, Developer shall not proceed with the remedial plan until Owner has conducted its technical assessment and provided prior approval of the remedial plan and (b) Developer shall not be entitled to make any Claim in connection with the technical assessment or reasonable delay in the remedial plan pending Owner's approval.

7.11.3 Owner's Remedies

7.11.3.1 Owner shall have the right and authority to cause Nonconforming Work to be removed, replaced or otherwise remedied, and to withhold or deduct the costs from any monies due or that become due to Developer under the Contract Documents upon (a) any failure of Developer to provide a proposed remedial plan as described in Section 7.11.2.1 and obtain Owner's approval thereof, (b) any failure of Developer to comply with Owner's direction under this Agreement relating to any safety issue, including Safety Compliance Orders, or (c) any failure of Developer to diligently carry out the approved remedial plan.

7.11.3.2 Failure of Owner to discover or notify Developer of Nonconforming Work shall not constitute acceptance of Nonconforming Work. Developer's obligation to remove, replace or correct Nonconforming Work shall apply whenever the same is discovered.

7.11.4 Subject to any applicable cure periods set forth in the Contract Documents, if Developer fails or refuses to remove and renew any Nonconforming Work, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Contract Documents

within the time indicated in writing, Owner has the authority to repair, remove, or renew the unacceptable or Nonconforming Work as necessary, all at Developer's expense. Owner will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that Developer fails or refuses to make, by deducting such expenses from any moneys due or which may become due Developer, or by charging such amounts against the Performance Bond, except to the extent such expenses were previously recovered by Owner under the Contract Documents.

ARTICLE 8. NOT USED

ARTICLE 9. CONTRACTING AND LABOR PRACTICES

9.1 City Verification of Contractors

9.1.1 All Contractors performing Work must be verified by City of Los Angeles' Department of Public Works, Bureau of Contract Administration (BCA) prior to any Work being performed by said Contractor, regardless of the dollar amount of the Work to be performed. All requests for verification of Contractors must be submitted to BCA via email and flagged "LACC Subcontractor Verification/Substitution Request" in the subject line for expedited review, with a copy to the Owner's Authorized Representative, and contain the following information:

(a) Project name;

(b) this Agreement number;

(c) Contractor's name;

(d) Contractor's business address;

(e) Contractor's business phone number;

(f) Contractor's status (MBE, WBE, SBE, EBE, DVBE, OBE, LBE);

(g) Contractor's State of California Contractor License Number (if applicable);

(h) Contractor's City of Los Angeles Business Tax Receipt Certificate Number;

(i) Dollar amount of Work to be performed by Contractor;

(j) Description of Work to be performed by Contractor; and

(k) Signed Project Labor Agreement Letter of Assent.

9.1.2 BCA is required to verify or reject Developer's submission of a Contractor under Section 9.1.1 within five days after submission. BCA will notify the Contractor via email of the verification or rejection and a formal letter will also be emailed at a later date. If BCA does not respond within five days, BCA shall be deemed to have verified such Contractor.

9.1.3 BCA may reject any proposed Contractor submittal under Section 9.1.1 for any of the following reasons:

(a) The Contractor is not licensed pursuant to the State of California Contractor's License Law to perform the work designated;

(b) The Contractor is not registered as a public works contractor with the State of California Department of Industrial Relations;

(c) The Contractor does not hold a valid City of Los Angeles Business Tax Receipt Certificate;

(d) The Contractor has not executed a Letter of Assent, or provided evidence that it will execute a Letter of Assent upon execution of the applicable Contract, agreeing to comply with all of the terms and conditions of the Project Labor Agreement;

(e) The Contractor is included on the listing of contractors debarred in Los Angeles County; or

(f) The Contractor has not complied with BIP outreach requirements set forth in Exhibit 21 (City of Los Angeles Business Inclusion Program).

9.2 Contractor Participation, Substitutions, and Additions

9.2.1 The level of all Contractor participation verified by BCA after the Effective Date must be maintained throughout the term of this Agreement.

9.2.2 Developer shall obtain the prior written approval of BCA for all substitutions of, or additions to, the Contractors verified by BCA following the Effective Date. It shall be considered a substitution if any Person other than a Contractor verified by BCA following the Effective Date performs any portion of the Work designated to be performed by such Contractor.

9.2.3 In the event that Developer wishes to substitute any Contractor verified by BCA following the Effective Date or add a Contractor not so listed or verified, Developer shall:

(a) comply with the subcontractor substitution requirements set forth in the BCA-approved Business Inclusion Plan attached as Exhibit 2D (Business Inclusion Plan); and

(b) submit to BCA, with a copy to Owner's Authorized Representative, a request for substitution of the Contractor that contains the following information:

(i) Project Name;

(ii) this Agreement number;

(iii) Original Contractor's name (if applicable);

(iv) Original Contractor's business address (if applicable);

(v) Original Contractor's business phone number (if applicable);

(vi) Original Contractor's status (MBE, WBE, SBE, EBE, DVBE, LBE, OBE) (if applicable);

(vii) Letter of withdrawal from original Contractor (if applicable);

(viii) Letter of explanation from Developer stating reason(s) for request;

(ix) Substituting/additional Contractor's name;

(x) Substituting/additional Contractor's business address;

(xi) Substituting/additional Contractor's business phone number;

(xii) Substituting/additional Contractor's State of California Contractor's License Number (if applicable);

(xiii) Substituting/additional Contractor's status (MBE, WBE, SBE, EBE, DVBE, LBE, OBE);

(xiv) Dollar amount of Work to be performed by substituting/additional Contractor;

(xv) Description of Work to be performed by substituting/additional Contractor; and

(xvi) Signed Project Labor Agreement Letter of Assent.

9.2.4 In the event that the scope of Work under this Agreement is reduced or increased pursuant to a Change Order, Developer shall obtain Owner's prior written approval to reduce or increase any Contract verified by BCA following the Effective Date for corresponding scope of Work by documenting and submitting to Owner the following:

(a) the name of the company for which the Contract reduction or increase, as applicable, is requested and the dollar amount of the reduction or increase, as applicable; and

(b) the reason for the reduction or increase, as applicable. Specific details should be given in order for Developer's request to be processed promptly.

9.2.5 BCA may approve the substitution of a Contractor for any of the following reasons:

(a) the Contractor verified by BCA following the Effective Date fails or refuses to execute a written Contract, when that written Contract, based on the general terms, conditions, plans and specifications for the applicable scope of Work or the terms of that Contractor's written bid, is presented to the Contractor;

(b) the Contractor becomes bankrupt or insolvent;

(c) the Contractor fails or refuses to perform its Contract;

(d) the Contractor fails or refuses to meet the bond requirements of Developer or the higher tier Contractor that is subcontracting the relevant scope of Work, as applicable;

(e) Developer demonstrates to BCA's satisfaction that the name of the Contractor was listed as the result of an inadvertent clerical error;

(f) the Contractor is not licensed pursuant to the State of California Contractor's License Law to perform the work designated;

(g) the Contractor refuses to obtain a City of Los Angeles Business Tax Receipt Certificate;

(h) BCA concurs with Developer that the Work being performed by the Contractor is unsatisfactory and not in substantial accordance with the Contract Documents, or the Contractor is delaying or disrupting progress of the Work;

(i) the Contractor fails to submit procurement related compliance documents acceptable to BCA;

(j) Owner determines that the Contractor is not a responsible contractor; or

(k) the Contractor fails or refuses to sign the Project Labor Agreement Letter of Assent.

9.2.6 Without limiting Section 9.2.2, the following shall be deemed unauthorized Contractor substitutions:

(a) Any reduction or increase or other change to the any Contract amount verified by BCA following the Effective Date without the prior written approval of BCA, provided that a Contract dollar value increased or reduced as a direct result of a Change Order to add or delete from the scope of Work shall not be considered an unauthorized Contractor substitution so long as Developer complies with Section 9.2.4;

(b) Failure to pay the entire approved dollar amount of a Contract verified by BCA following the Effective Date without the prior written approval by BCA of a reduction in the Contract dollar amount. In the event that Developer did not pay the full approved dollar amount of a Contract without a corresponding reduction in the scope of Work pursuant to a change order, a supplemental agreement shall be deemed to have been issued deleting the unpaid dollar amount of the Contract;

(c) Permitting a Contract to be voluntarily assigned or transferred, or allowing it to be performed by any Person other than the Contractor verified by BCA after the Effective Date, without the prior written approval of BCA.

9.3 Penalties

9.3.1 If Developer breaches any provision of Section 9.1 (City Verification of Contractors) or Section 9.2 (Contractor Participation, Substitutions, and Additions), Owner may, in its sole discretion and without limitation of any other remedies available to Owner:

(a) terminate this Agreement for Developer Default in accordance with Section 16.1.1(s);

(b) assess penalties against Developer of not more than ten percent (10%) of the amount of the Contract(s) involved; and/or

(c) suspend, reject or remove any Work performed by a Contractor that was not verified in accordance with this Article 9.

9.3.2 Any penalties assessed under this Article 9 shall be due and payable by Developer immediately upon written demand therefor from Owner. Owner shall be entitled to set off such penalties amount against any other amounts due and payable by Owner to Developer under this Agreement.

9.3.3 Owner may withhold from Developer as disputed funds: (a) fifteen percent (15%) of the value of all Contracts that appear to be in violation of Section 9.1 (City Verification of Contractors) or Section 9.2 (Contractor Participation, Substitutions, and Additions); and (b) fifteen percent (15%) of the value of all Contracts pursuant to which Work was performed without, or prior to, verification by BCA.

9.4 Disclosure of Contracts and Contractors

9.4.1 The requirements set forth in this Section 9.4 are in addition to, and not in place of, the requirements set forth in Sections 9.1 (City Verification of Contractors) through 9.2 (Contractor Participation, Substitutions, and Additions). The provisions of this Section 9.4 apply with respect to (a) Prime Contracts and lower tier Contracts entered into by Prime Contractors, excluding personal services contracts and contracts with Suppliers other than Key Contractors, and (b) Contracts with Affiliates, regardless of the nature or tier of the Contract. With respect to each such Contract, Developer shall notify Owner's Authorized Representative of the proposed Contractor's name and place of business, California contractor license number and public works contractor registration number issued pursuant to Labor Code Section 1725.5, proposed scope of work to be performed by the Contractor, and proposed dollar value of the Contract. Developer shall deliver each such notice at the same time Developer delivers the proposed Contract to Owner pursuant to Section 9.6 (Key Contracts; Contractor Qualifications) or Section 9.10 (Contracts with Affiliates), as applicable, and for each other Contract at least 10 days in advance of its execution and delivery.

9.4.2 If the Contract includes Construction Work, the notice shall include assurance that the prevailing wage for labor, as specified in the Contract Documents, shall apply to labor performed on all work sublet, assigned, or otherwise disposed of in any way, and that Apprentices shall be employed in proper ratio as per California Labor Code Section 1777.5.

9.4.3 Developer shall provide Owner with a list of all Contracts and the Contractors thereunder with each Monthly Progress Report. Developer shall allow Owner ready access to all Contracts and records regarding Contracts and shall deliver to Owner, (a) within 10 days after execution, copies of all Key Contracts, guaranties thereof and amendments and supplements to Key Contracts and guaranties thereof, and (b) within 10 days after receipt of a request from Owner, copies of all other Contracts (including amendments and supplements) as may be requested.

9.5 Responsibility for Work, Contractors and Employees

9.5.1 Subject to complying with the provisions of this Article 9, Developer shall be entitled to enter into one or more Contracts with Contractors to perform portions of the Work.

9.5.2 The retention of Contractors by Developer does not relieve Developer of its responsibilities under this Agreement or for the quality of the Work or materials or services provided by it.

9.5.3 Each Contract shall include (a) terms sufficient to ensure both the acknowledgement of and compliance by the Contractor with the applicable requirements of the Contract Documents and to ensure that Owner has the ability to exercise its rights specified in the Contract Documents, (b) those terms that are specifically required by the Contract Documents to be included in such Contract, and (c) a requirement to comply with all applicable Laws.

9.5.4 Developer shall require each Contractor to familiarize itself with the requirements of any and all applicable Laws and the conditions of any required Governmental Approvals.

9.5.5 Nothing in this Agreement will create any contractual relationship between Owner and any Contractor. No Contract entered into by or under Developer shall impose any obligation or liability upon any Indemnified Party to any Contractor or any of its employees. Developer shall include, or cause to be included, a provision in all Contracts acknowledging the same.

9.5.6 Developer shall supervise and be fully responsible for the actions, omissions, negligence, willful misconduct, fraud, bad faith or breach of applicable Law or contract by any Developer-Related Entity or by any member or employee of any Developer-Related Entity while performing Work under this Agreement or while on the Site, as though Developer directly employed all such individuals.

9.5.7 If Owner has reasonable cause to disapprove of an employee of any Developer-Related Entity, Developer shall remove such employee within 10 Business Days after receipt of written notice from Owner of such disapproval.

9.6 Key Contracts; Contractor Qualifications

9.6.1 Key Contract Approvals, Amendments and Termination; Use of and Change in Key Contractors

9.6.1.1 Developer shall provide Owner, for Owner's comment, draft copies of (a) any Key Contracts to be executed after the Effective Date and (b) proposed material amendments to Key Contracts (regardless of whether the Key Contract to be amended was executed before the Effective Date). Such drafts shall be provided at least 30 days before execution of a Key Contract or an amendment to a Key Contract, as applicable. Any proposed amendment to required terms described in Section 9.6.2 (Key Contract Provisions) shall be considered a material amendment. Before executing any Key Contract or material amendment, Developer shall resolve to Owner's reasonable satisfaction all Owner comments thereon that are both (a) directed at compliance or consistency with Key Contract requirements in Exhibit 14A (Key Contract Provisions) and, for the Design-Build Contract, the mandatory provisions described in Section 11.2, and (b) provided to Developer within 30 days after receipt of the proposed Key Contract or material amendment.

9.6.1.2 Except as otherwise approved by Owner, in its sole discretion, Developer shall retain, employ and use the Key Contractors identified in Exhibit 14B (Key Contractors and Additional Contractors) to fill the roles designated therein.

9.6.1.3 Developer shall not terminate or permit termination of any Key Contract, permit any substitution, replacement or assignment of any Key Contractor, or permit any prohibited act of the

Design-Build Contractor set forth in Section 2(b) of Exhibit 14A (Key Contract Provisions), except with Owner's prior approval; provided, however, that Owner's prior approval is not required in the event of (a) any termination of this Agreement where Owner elects not to assume Developer's future obligations under such Key Contract, (b) any suspension, debarment, disqualification or removal (distinguished from ineligibility due to lack of financial qualifications) of the Key Contractor, or (c) any agreement for voluntary exclusion of the Key Contractor, from bidding, proposing or contracting with any federal, State or local department or agency. Owner agrees to act reasonably with respect to approval of a replacement in the case of material uncured default by the Key Contractor under the Key Contract.

9.6.2 Key Contract Provisions

Each Key Contract shall comply with the requirements set forth in Exhibit 14A (Key Contract Provisions).

9.7 Prompt Payment to Contractors

Developer shall comply, and shall cause each Contractor to comply, with the provisions of Business and Professions Code section 7108.5, California Civil Code sections 8122-8138, and any other applicable Law relating to prompt payment of contractors and/or subcontractors and waivers and releases by them of stop payment notices and payment bond rights.

9.8 Key Personnel

Developer shall:

(a) retain, employ and utilize the individuals specifically listed in Exhibit 14D (Key Personnel Commitments), and retain, employ and utilize individuals qualified for the positions described in Exhibit 14C (Key Personnel Requirements) to fill Key Personnel positions for the relevant period; Developer acknowledges that if Owner reasonably determines that an individual is not qualified for a Key Personnel position, Developer shall at Owner's request replace that individual with one that meets the required qualifications;

(b) not change or substitute any such individuals except due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, or as otherwise approved by Owner under Section 9.8(c);

(c) promptly provide notice to Owner of any proposed replacement for any Key Personnel position. Developer shall include in that notice the resume and other information required by Sections 1.3 and 1.4 of Exhibit 14C (Key Personnel Requirements). Owner shall have the right to review the qualifications and character of each individual to be appointed to a Key Personnel position, and to interview such individual, and shall act reasonably in approving or disapproving use of such individual in such position before the commencement of any Work by such individual;

(d) cause each Key Person to dedicate the full amount of time necessary for the proper prosecution and performance of the Work, as more specifically described in Exhibit 14C (Key Personnel Requirements);

(e) commit each Key Person to the Project in accordance with Exhibit 14C (Key Personnel Requirements);

(f) provide Owner with office and cell phone numbers and email addresses for each Key Person. Developer and Contractor will provide emergency contact information/list, updated throughout the Project;

(g) ensure that the Project Executive identified in Exhibit 14D (Key Personnel Commitments) or otherwise approved by Owner will act as agent and be a single point of contact in all matters relating to the Project on behalf of Developer throughout the term of this Agreement, and will be available to respond promptly to Owner, provided that this provision shall not limit the personnel Developer may include in meetings with Owner (subject to Owner's approval);

(h) ensure that the Project Manager identified in Exhibit 14D (Key Personnel Commitments) or otherwise approved by Owner will have full responsibility for the prosecution of the Work, (ii) will be a single point of contact in all matters relating to the Work on behalf of Developer at least through the Final Completion Date, and (iii) will be available to respond promptly to Owner, provided that this provision shall not limit the personnel Developer may include in meetings with Owner (subject to Owner's approval and

(i) ensure that the Quality Assurance Manager identified in Exhibit 14D (Key Personnel Commitments) or otherwise approved by Owner (i) will have full responsibility for managing and overseeing all quality-related activities for the Work, including quality assurance and quality improvement, and (ii) will be available to respond promptly to Owner.

9.9 Inclusivity

9.9.1 Business Inclusion Program (BIP)

This Project is subject to the City's Business Inclusion Program and related outreach requirements, as set forth in this Section 9.9 and Exhibit 21 (City of Los Angeles Business Inclusion Program).

9.9.2 Subcontracting

Developer shall aspire, and exercise good faith efforts, to achieve the levels of participation of Small Business Enterprises (SBE), Disabled Veteran Business Enterprises (DVBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE), Emerging Business Enterprises (EBE) and Local Business Enterprises (LBE) in the performance of the Work, expressed as a percentage of Developer's cost of the Work, including the applicable NAICS codes, set forth in the table below:

SBE	25%
DVBE	3%
WBE	4%

MBE	18%
EBE	3%
LBE	20%

9.9.3 Not Used.

9.9.4 Inclusivity Subcontracting Provisions that Apply Prior to the Termination Date

9.9.4.1 Developer shall comply with the BIP outreach requirements set forth in this Article 9 and Exhibit 21 (City of Los Angeles Business Inclusion Program). BIP outreach information and/or assistance may be obtained through the City's Bureau of Contract Administration, Office of Contract Compliance, by e-mail at bca.biphelp@lacity.org. Deadlines for BIP outreach shall be set by mutual agreement between Developer and BCA, taking into account Developer's Business Inclusion Plan. Upon completion of applicable BIP outreach, Developer shall request BCA to verify the selected Contractors in accordance with Section 9.1 and Section 9.2.

9.9.4.2 By the 15th day of each month during the term of this Agreement, Developer shall submit a report to Owner, in a manner prescribed by Owner, listing (a) the SBE, DVBE, WBE, MBE, EBE and LBE, as applicable, Subcontractors utilized during the previous calendar month, (b) the actual amounts paid to such SBE, DVBE, WBE, MBE, EBE and LBE, as applicable, Subcontractors during the previous calendar month, (c) the cumulative total paid to each Subcontractor, and (d) copies of the invoices submitted by each Subcontractor paid in the previous calendar month.

9.9.4.3 In no circumstance shall Developer's failure to achieve the participation levels set out in Section 9.9.2 be deemed to be a breach of or default under this Agreement.

9.10 Contracts with Affiliates

9.10.1 Affiliates may perform Work only if:

(a) Developer or a Contractor executes a written Contract with the Affiliate which:

(i) complies with all applicable provisions of the Contract Documents, including this Article 9, is consistent with Good Industry Practice, and is in form and substance substantially similar to Contracts then being used by Developer or Affiliates for similar Work or services with unaffiliated contractors;

(ii) sets forth the scope of Work and all the pricing, terms respecting the scope of Work;

(iii) contains pricing, scheduling and other terms no less favorable to Developer than those that Developer could reasonably obtain in an arm's-length, competitive transaction with an unaffiliated Contractor as of the Setting Date; and

(b) The Work to be performed by the Affiliate is not Work that any Contract Document or the Project Management Plan indicates is to be performed by an independent or unaffiliated party.

9.10.2 Before Developer or a Contractor enters into a written Contract (including supplements and amendments) with an Affiliate, Developer shall submit a true and complete copy of the proposed Contract to Owner for comment. Owner shall have 20 days after receipt to deliver its comments to Developer; provided that if the Contract with the Affiliate is a Key Contract, Owner shall have 30 days after receipt to deliver its comments to Developer as provided in Section 9.6.1 (Key Contract Approvals, Amendments and Termination; Use of and Change in Key Contractors). Before executing the Contract with the Affiliate, Developer shall resolve to Owner's reasonable satisfaction all Owner comments thereon that are both (a) directed at compliance or consistency with Key Contract requirements in Exhibit 14A and (b) provided to Developer within the applicable time period above after receipt of the proposed Contract review.

9.10.3 Developer shall make no payments to Affiliates for work or services in advance of provision of such work or services, except for reasonable mobilization payments or other payments consistent with arm's length, competitive transactions of similar scope. Advance payments in violation of this provision shall be excluded from the calculation of Termination Compensation.

9.11 Labor Standards

9.11.1 In performing the Work, Developer shall comply, and require all Contractors to comply, with all applicable federal and State labor, occupational safety and health Laws and orders, including payment of prevailing wages.

9.11.2 Each week prior to the Final Completion Date, Developer shall submit to Owner certified payroll records for all employees of Developer and Contractors at all tiers for the preceding week, provided that such obligation only applies to employees directly involved in the Project.

9.11.3 In the event a prevailing wage law violation is discovered, Owner will withhold from Developer an amount equal to the amount of underpayment and any applicable penalties that may be assessed in connection with such violation, until the violation is resolved.

9.11.4 Developer shall require:

(a) Contractors who have not previously done so to attend the Bureau of Contract Administration's Contractor Assistance Seminar within 30 days after commencing Construction Work on this Project. The Contractor Assistance Seminar provides contractors with training on prevailing wages, certified payrolls and apprenticeship requirements on public works projects; and

(b) Contractors who have not previously performed work under the PLA to attend the Bureau of Contract Administration's LACC DPW-PLA Orientation seminar prior to commencing Construction Work. The LACC DPW-PLA Orientation seminar specifically provides contractors with training to understand the PLA's terms and conditions, including targeted hiring requirements.

9.11.5 All individuals performing the Work shall be qualified, experienced, competent and skilled in the performance of the portion of the Work assigned and related obligations of Developer in accordance with the Contract Documents and any applicable minimum levels in the Contract Documents.

9.11.6 If any individual employed by Developer or any Contractor lacks required qualifications, skill, competence, experience, licensing, certification, registration, permit, approval, bond or insurance or is not performing the Work in a proper, safe and skillful manner, then Developer shall, or shall cause such Contractor to, remove such individual and such individual shall not be re-employed on the Work.

9.11.7 If, after notice and reasonable opportunity to cure, Developer fails to take action as required by Section 9.11.6, or if Developer fails to ensure that qualified, skilled, experienced, competent, licensed, certified, registered, permitted and approved personnel are furnished for the proper performance of the Work, then Owner may suspend the affected portion of the Work by delivering to Developer notice of such suspension. Such suspension shall in no way relieve Developer of any obligation contained in the Contract Documents.

9.12 Project Labor Agreement, Local Workers and Workforce Development Requirements for Construction Work

9.12.1 All Construction Work under this Agreement is subject to the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030, as amended (the "**PLA**"), available at: https://bca.lacity.gov/Uploads/labor/Departmental%20Project%20Labor%20Agreement%202020-2030.pdf. Developer shall comply with the terms of the PLA; however, the PLA shall not be construed as superseding California Labor Code requirements or any applicable federal, State and local Laws. Developer acknowledges that there may have been changes in Laws since the date of the PLA. Developer is responsible for understanding current applicable Laws affecting labor.

9.12.2 Developer acknowledges that the City of Los Angeles Department of Public Works Targeted Hiring Guidelines for Contractors (the "**Targeted Hiring Guidelines for Contractors**"), available at: https://bca.lacity.gov/Uploads/labor/Targeted%20Hiring%20Guidelines%20For%20Contractors%202020-2030.pdf, has been provided by BCA to assist Contractors in implementing the targeted hiring procedures set forth in the PLA. Developer may provide to Contractors the Targeted Hiring Guidelines for Contractors in an effort to ensure Developer's compliance with the PLA.

9.12.3 Without limiting Developer's obligation to comply with the terms of the PLA under Section 9.12.1, Developer shall, and shall cause all Contractors to:

(a) submit weekly certified payroll records to the City's Office of Contract Compliance (OCC), in accordance with Section 1.4(g) of Exhibit 16B (State Requirements), and meet with OCC to discuss any certified payroll errors and/or irregularities pursuant to their submissions that have been brought to their attention by OCC via official correspondence;

(b) comply with the target hiring requirements set forth in Article VII of the PLA, including:

(i) utilizing Apprentices, to the best extent possible, at the applicable State of California utilization rates;

(ii) attending all PLA-related meetings initiated by OCC; and

(iii) maintaining documentation of worker requests from the Unions' hiring halls and certification forms for Transitional Workers (as defined in the PLA) who have been identified and certified for the Project.

(c) submit to Owner and City's Inspector of Public Works all required documentation under the PLA, including the Letter of Assent, Core Workforce List and Employment Hiring Plan (all as defined in the PLA); and

(d) provide timely responses to any official PLA-related correspondence received from OCC.

9.13 Design-Build Contract; Design-Build Contractor

9.13.1 Developer acknowledges and agrees that the Equity Members have made no commitment of equity contribution to Developer and have not contributed any equity to Developer other than nominal amounts as of the Effective Date. Therefore, while Owner has entered into this Agreement with Developer, the Design-Build Contract and performance by the Design-Build Contractor thereunder and enforcement of its terms for the benefit of Owner is of paramount importance to Owner.

9.13.2 Developer shall (a) pass down to the Design-Build Contractor in the Design-Build Contract (i) all of Developer's rights and obligations under this Agreement, any Change Orders and the other Contract Documents (except with respect to the Development Fee), and (ii) all other modifications, clarifications and resolutions under this Agreement for which there are corresponding provisions in the Design-Build Contract, and (b) cause the Design-Build Contractor to perform and assume all of Developer's obligations and liabilities under this Agreement and the other Contract Documents (except with respect to the Development Fee). Without limiting the foregoing, Developer shall comply with Section 2 of Exhibit 14A (Key Contract Provisions).

9.13.3 Developer shall not exercise discretion under the Design-Build Contract independent of Owner under this Agreement with respect to (a) any enforcement of provisions under this Agreement for which there are corresponding provisions under the Design-Build Contract, including with respect to enforcement of remedies, notices of breach or default, assessment of penalties, claims for indemnification, and resort to any Performance Bond, guaranty or other security for the Design-Build Contractor's payment or performance, or (b) any consent, approval, election or decision from Owner under provisions of this Agreement.

9.13.4 Without limiting Section 9.13.3, Developer may not deliver any notice of Design-Build Contractor default or otherwise declare such default, or terminate the Design-Build Contract for any reason, without the prior written consent of Owner, in its sole discretion, except a notice of Design-Build Contractor default parallel to a Notice of Developer Default. In addition, if Owner determines that the Design-Build Contractor has breached or failed to perform any obligations under the Design-Build Contract and such breach has caused a Developer Default, Owner may direct Developer to issue notice of Design-Build Contractor default to the Design-Build Contractor, and Developer shall promptly comply with such directive. If Developer fails or refuses to promptly

issue such notice of default, Owner shall have the right to do so in the name and on behalf of Developer.

9.14 Ethical Standards

9.14.1 Developer or its representatives shall not make, nor cause to be made, any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to (a) Owner representatives, employees, or their relatives, or (b) representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with this Project.

9.14.2 Developer employees (or their relatives), agents, or subcontractors shall not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from any other contractors or from any Owner employee, agent, representative.

9.14.3 Developer agrees to notify a designated Owner representative within 48 hours of any instance where Developer becomes aware of a failure to comply with the provisions of this Section 9.14.

ARTICLE 10. INSURANCE; PAYMENT AND PERFORMANCE SECURITY; INDEMNITY

10.1 Insurance

10.1.1 Insurance Policies and Coverage

10.1.1.1 Owner Responsibility for Site Prior to NTP2

Owner acknowledges and agrees that risk of loss in respect of the Site, and care, management and control of the Site, shall remain the responsibility of Owner and not be passed to Developer until the date of issuance of NTP 2.

10.1.1.2 Insurance Policies

Developer shall procure and maintain, or cause to be procured or maintained, the Insurance Policies identified in this Section 10.1 and in Exhibit 7 (Insurance Requirements) strictly in accordance with the minimum coverage requirements and terms of coverage as set forth in this Section 10.1 and in Exhibit 7 (Insurance Requirements).

10.1.2 General Insurance Requirements

10.1.2.1 Insurers

All insurance required hereunder shall be procured from insurers that at the time coverage commences are authorized to do business in the State and have a current policyholder's management and financial size category rating of not less than A-:VII according to A.M. Best's Financial Strength Rating and Financial Size Category (or an equivalent rating issued by Standard and Poor's), except as otherwise provided in Exhibit 7 (Insurance Requirements) or approved in writing by Owner in its reasonable discretion.

10.1.2.2 Deductibles; Self-Insured Retentions; Claims Exceeding Policy Limits

Any deductibles on any required insurance policies in excess of $1,000,000 per occurrence, claim, or accident, must be approved in writing by Owner. Except to the extent expressly provided otherwise in the Contract Documents, Developer shall be liable for all insurance deductibles, and Owner shall have no liability for deductibles, self-insured retentions or claim amounts exceeding the required policy limits. Owner shall be liable for insurance deductibles and self-insured retentions under the Insurance Policies, to the extent such deductibles and self-insured retentions are for claims and losses arising only from the sole negligence, willful misconduct, or breach of applicable Law or contract by Owner. In the event that any Insurance Policy involves a self-insured retention: (a) the entity responsible for the self-insured retention shall have an authorized representative issue a letter to Owner, at the same time the relevant insurance policy is to be procured, stating that it shall protect and defend Owner to the same extent as if an insurer provided coverage for Owner; and (b) Developer shall ensure that the relevant insurance policy expressly permits (but does not obligate) Owner, or a designee of Owner, to pay the self-insured retention to satisfy any policy condition requiring payment of the self-insured retention for coverage to apply. If the entity responsible for the self-insured retention does not pay the self-insured retention amount when due, then Owner may, but is not obligated to, pay the self-insured retention amount on behalf of such entity, and Developer shall indemnify Owner for such amount and any other Losses incurred by Owner in connection with the entity's failure to pay the self-insured retention amount when due.

10.1.2.3 Primary Coverage

Each Insurance Policy shall provide that the coverage afforded under the policy is primary and noncontributory with respect to any other insurance available to all named and Owner Additional Insureds. None of the Insurance Policies shall limit the primary and noncontributory provision to only those Insurance Policies on which Owner Additional Insureds are named insureds. The builder's risk insurance policy shall provide that the coverage thereof is primary and noncontributory with respect to all insureds. Any insurance or self-insurance beyond that specified in this Agreement that is maintained by an insured or any Owner Additional Insured shall be excess of such insurance and shall not contribute with it.

10.1.2.4 Verification of Coverage

(a) When Developer is required by the Contract Documents to initially obtain or cause to be obtained an Insurance Policy, and thereafter not less than 10 days before the expiration date of each Insurance Policy, Developer shall deliver to Owner a written binder of insurance in a form reasonably acceptable to Owner. Each required binder must be an original, state the identity of all insurers, named insureds and additional insureds, state the type and limits of coverage, deductibles, waiver of subrogation and termination provisions of the policy, list and describe all applicable endorsements, and include as attachments copies of all additional insured endorsements, and be signed by an authorized representative of the insurance company shown on the certificate, including its licensed agent or broker. Each required binder must be personally and manually signed by a representative or agent of the insurance company shown on the binder with a statement that he/she is an authorized representative or agent of such insurance company and is authorized to bind it to the coverage, limits, endorsements and termination provisions shown on the binder. The binder must state the signer's

company affiliation, title and phone number, and, include a provision that coverage cannot be canceled, voided, suspended, lapsed, modified or reduced in coverage except after 60 days' (or for nonpayment of premium, 10 days') prior written notice has been given to Owner.

(b) In addition, as soon as they become available, Developer shall deliver to Owner (i) a true and complete copy of each such Insurance Policy or modification, or renewal or replacement Insurance Policy obtained by Developer or a Prime Contractor and all endorsements thereto and (ii) satisfactory evidence of payment of the premium therefor.

(c) If Developer has not provided Owner with the foregoing proof of coverage and payment within 10 days after receipt of written request therefor, Owner may, upon five days' written notice to Developer, in addition to any other available remedy, without obligation and without further inquiry as to whether such insurance is actually in force, obtain such an Insurance Policy; and Developer shall reimburse Owner for the cost thereof within 10 Business Days upon demand. In addition, Owner shall have the right, without obligation or liability, to suspend all or any portion of Work, during any time that such proofs of coverage, in compliance with this Section 10.1, have not been provided.

(d) Developer may provide electronic copies of the written and signed binder of insurance, pro forma or exemplar "specimen" copies of insurance policies and all endorsements, provided written copies of such documents are delivered to Owner within 10 Business Days after delivery of the electronic copies (five Business Days before the expiration or termination date of such insurance policy).

10.1.2.5 Controlled Insurance Program

For insurance required as a condition precedent to NTP 1 and NTP 2, a controlled insurance program ("**CIP**") is acceptable 'to satisfy all insurance requirements, provided that it otherwise meets the requirements described in Exhibit 7 (Insurance Requirements) and this Section 10.1.

10.1.2.6 Project-Specific Insurance

All insurance coverage required to be provided under this Agreement, with the exception of worker's compensation, shall apply specifically and exclusively for the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project, except as otherwise specified in Exhibit 7 (Insurance Requirements). Use of other insurance programs is acceptable, provided that coverage under such programs provides dedicated Project-specific limits and identified premiums and meets all requirements described in Exhibit 7 (Insurance Requirements) and this Section 10.1.

10.1.2.7 Waivers of Subrogation

Owner and Developer waive all rights against each other, against each of their respective agents, employees and Project consultants, and against Contractors and their respective members, directors, officers, employees, subcontractors and agents for any claims to the extent covered and paid by insurance obtained pursuant to this Section 10.1, except such rights as they may have to the proceeds of such insurance. Developer shall require all Contractors to provide similar waivers in writing, each in favor of all other parties specified above. Each policy for which

Developer or any Contractor is required to provide coverage for the Owner Additional Insureds shall include a waiver of any right of subrogation against the Owner Additional Insureds. As a condition to AEG Management LACC, LLC providing site security guards on the exterior perimeter of the LACC, the builder's risk insurance coverage under Exhibit 7 shall include a waiver of subrogation that includes Owner, ASM Global Parent Inc. and AEG Management LACC, LLC.

10.1.2.8 No Recourse

Except as expressly provided otherwise in this Agreement, there shall be no recourse against Owner for payment of premiums or other amounts with respect to the insurance Developer is required to provide hereunder.

10.1.2.9 Support of Indemnifications

The insurance coverage Developer is required to provide hereunder shall support but is not intended to limit Developer's indemnification obligations under the Contract Documents.

10.1.2.10 Not Used

10.1.2.11 Developer Responsible for Insurance Premium Increases Prior to Final Completion Date

Except as otherwise provided in this Agreement, Developer shall bear the full risk of any insurance premium increases prior to the Final Completion Date, and shall not be entitled to any claim for relief for such increases.

10.1.2.12 Inadequacy and Unavailability of Required Coverages for the Insurance Policies

If Developer demonstrates to Owner's reasonable satisfaction that it has used diligent efforts in the global insurance and reinsurance markets to procure the required insurance coverages, and if despite such diligent efforts and for reasons not attributable to Developer any of such coverages (or any of the required terms of such coverages, including policy limits) become completely unavailable or unavailable at Commercially Reasonable Insurance Rates from insurers meeting the financial requirements set forth in Section 10.1.2.1 (Insurers) ("**Insurance Unavailability**"), Owner will elect one of the following in its good faith discretion: (a) to allow Developer to procure an alternative insurance package with coverage types and limits approved by Owner, acting reasonably; or (b) to terminate this Agreement pursuant to Section 17.2.6 (Termination for Insurance Unavailability). If Owner elects alternative (a), Owner will be entitled to a credit for any insurance premium savings resulting from the modification or elimination of the insurance requirements, and Owner will act as the insurer of last resort to cover the exposures that would have been covered by the unavailable insurance policy or portion thereof. If Owner elects alternative (b), Developer shall be entitled to Termination Compensation calculated pursuant to Section 17.2.8 (Termination Compensation for Extended Relief Events and Insurance Unavailability).

10.1.2.13 Defense Costs

Unless otherwise agreed to in writing by Owner, defense costs shall not erode the limits of coverage of any of the Insurance Policies, except that defense costs may be included within the limits of coverage of professional liability, contractor's pollution liability and pollution legal liability policies.

10.1.2.14 Contesting Denial of Coverage

If any insurer under an Insurance Policy described in Section 10.1.1 denies coverage with respect to any claims reported to such insurer, at Owner's sole discretion, Developer shall cooperate with Owner in good faith to establish whether and to what extent to contest, and how to fund the cost of contesting, the denial of coverage; provided that if the reported claim is a matter covered by an indemnity in favor of Owner or the denial is the result of Developer's failure to comply with an insurance requirement, then Developer shall bear all costs of contesting the denial of coverage.

10.1.3 Not Used

10.1.4 Prosecution of Claims

10.1.4.1 Unless otherwise directed by Owner in writing with respect to Owner's insurance claims, Developer shall be responsible for reporting and processing all potential claims by Owner or Developer against the Insurance Policies required to be provided by Developer under the Contract Documents. Developer agrees to report within the required notification period to the insurer(s) under such policies any and all matters which may give rise to an insurance claim by Developer or Owner and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Developer shall enforce all legal rights against the insurer under the applicable Insurance Policies and applicable Laws in order to collect thereon, including pursuing necessary litigation and enforcement of judgments, provided that Developer shall be deemed to have satisfied this obligation if a judgment is not collectible through the exercise of lawful and diligent means.

10.1.4.2 Owner agrees to promptly notify Developer of incidents, potential claims and matters which may give rise to an insurance claim to tender to the insurer defense of the claim (if applicable) under any applicable Insurance Policies, and to cooperate with Developer as necessary for Developer to fulfill its duties hereunder.

10.1.4.3 Not Used.

10.1.4.4 If, in any instance: (a) Developer has not performed its obligations respecting insurance coverage set forth in this Agreement; or (b) Developer is unable to enforce and collect any insurance under the Insurance Policies for failure to assert claims in accordance with the terms of the Insurance Policies or to prosecute claims diligently, then for purposes of determining Developer's liability and the limits thereon or determining reductions in compensation due from Owner to Developer on account of available insurance, Developer shall be treated as if it has elected to self-insure up to the full amount of insurance coverage which would have been available had Developer performed such obligations. Nothing in this Section 10.1.4 or elsewhere in this Section 10.1 shall be construed to treat Developer as electing to self-insure where: (a) Developer is unable to collect due to the bankruptcy or insolvency of any insurer which at the time the Insurance Policy is written meets the rating qualifications set forth in this Section 10.1; or (b) Developer contests denial of coverage as provided under Section 10.1.2.14 (Contesting Denial of Coverage).

10.1.4.5 In the event that an insurer providing any of the Insurance Policies required by this Agreement becomes the subject of bankruptcy proceedings, becomes insolvent, or is the subject of an order or directive limiting its business activities given by any Governmental Entity, including the State Department of Insurance, Developer shall exercise best efforts to promptly and at its

own cost and expense secure alternative coverage in compliance with the insurance requirements contained in this Section 10.1 so as to avoid any lapse in insurance coverage.

10.1.4.6 If, in any instance, Developer has not promptly performed its obligation to report to applicable insurers and process any potential insurance claim tendered by Owner, then Owner may report the claim directly to the insurer and thereafter seek coverage under the relevant policy.

10.1.5 Application of Insurance Proceeds

All insurance proceeds received for physical property damage to the Project under any Insurance Policies required under Exhibit 7 (Insurance Requirements) shall be first applied to repair, reconstruct, rehabilitate, restore, renew, reinstate and replace each part or parts of the Project with respect to which such proceeds were received.

10.1.6 Property Damage Caused By Earthquake and Terrorism

10.1.6.1 Owner shall, as of the Effective Date and continuing throughout the term of this Agreement, pay for the Extra Work costs to repair or replace tangible property damage to the Project directly attributable to a Compensation Event described in clause (k) (Earthquake) or clause (l) (Terrorism) of the definition of Compensation Event. However, Owner shall not be responsible for tangible property damage to any tools, machinery, equipment, protective fencing, job trailers or other items used in the performance of the Work but not intended for permanent installation into the Project that is caused by either such Compensation Event.

10.1.6.2 If tangible property damage to the Project is caused by either such Compensation Event, Developer shall, within five days, or otherwise reasonable period of time if extenuating circumstances are present, of such occurrence, submit to Owner written notice thereof. Within 20 days of such notice, or such extended period of time as the parties agree is reasonable under the circumstances, Developer shall submit complete written and photographic documentation supporting its Claim, and provide detailed quantification of the damages caused thereby. Such written documentation shall include detailed identification of the tangible property damage, the scope of necessary repair work, the proposed approach to performing the necessary repair work, and the projected costs of repair together with a supporting cost-loaded repair schedule. Owner shall within 20 days, or such extended period of time as the Parties agree is reasonable under the circumstances, evaluate the documentation supplied by Developer and provide its provisional determination of the cost to repair the tangible property damage to the Project. Developer shall comply with any Owner request for explanation, elaboration or additional information reasonably necessary to facilitate Owner's analysis.

10.2 Payment and Performance Security

10.2.1 Design and Construction Security Requirements

Developer shall, on or prior to the Effective Date, obtain or cause to be obtained and deliver to Owner:

(a) one or more Payment Bonds with an aggregate value equal to 100% of the D&C Contract Amount; and

(b) one or more Performance Bonds with an aggregate value equal to 100% of the D&C Contract Amount.

10.2.1.1 Each Payment Bond shall be substantially in the form of Exhibit 6B (Form of Payment Bond), issued by Eligible Sureties, and otherwise to the reasonable satisfaction of Owner. Each Payment Bond shall include a multiple obligee rider in the form of Exhibit 6D (Form of Multiple Obligee Rider for Payment Bond), which shall name Owner as an additional obligee.

10.2.1.2 Each Performance Bond shall be substantially in the form of Exhibit 6C (Form of Performance Bond), issued by Eligible Sureties, and otherwise to the reasonable satisfaction of Owner. Each Performance Bond shall include a multiple obligee rider in the form of Exhibit 6E (Form of Multiple Obligee Rider for Performance Bond), which shall name Owner as an additional obligee.

10.2.2 [Not Used]

10.3 Letters of Credit

Wherever in the Contract Documents Developer has the option or obligation to deliver to Owner a letter of credit, in addition to any specific requirements relating to a particular letter of credit, the following provisions shall apply.

10.3.1 Except to the extent expressly provided otherwise in the Contract Documents, the letter of credit shall:

(a) be a direct pay, standby letter of credit;

(b) be issued by an Eligible LC Issuer. If the issuer's long-term, unsecured debt rating is downgraded such that the issuer is no longer an Eligible LC Issuer, Developer shall provide a replacement letter of credit issued by a financial institution that is an Eligible LC Issuer within 30 days after the downgrade;

(c) be payable on demand, conditioned only on written presentment from a beneficiary thereof to the issuer of a sight draft drawn on the letter of credit and a certificate stating that the beneficiary has the right to draw under the letter of credit in the amount of the sight draft, up to the amount due to such beneficiary, without requirement to present the original letter of credit;

(d) be in place for the entire period of time for which the letter of credit is providing security;

(e) allow for multiple draws;

(f) name Owner as sole beneficiary; and

(g) be consistent with the requirements of this Section 10.3.

10.3.2 Except to the extent expressly provided otherwise in the Contract Documents, if Developer has failed to pay or perform when due the duty, obligation or liability under the Contract Documents for which the letter of credit is held, Owner has the right to draw on the letter of credit as and when provided in Section 10.2 (Payment and Performance Security). If Owner makes

such a draw on the letter of credit, Owner shall use and apply the proceeds as provided in this Agreement for such letter of credit.

10.3.3 Except to the extent expressly provided otherwise in the Contract Documents, Owner has the right to draw on the letter of credit, without prior notice to Developer, if (a) Developer has failed to pay or perform when due the duty, obligation, or liability under this Agreement for which the letter of credit is held; (b) for any reason Developer fails to deliver to Owner a new or replacement letter of credit, on the same terms, at least 30 days before the expiry of the letter of credit, unless the applicable terms of the Contract Documents expressly provide that no further letter of credit is required with respect to such duty, obligation or liability, or (c) the financial institution issuing the letter of credit fails to meet the requirements in Section 10.3.1(b) and Developer fails to provide a substitute letter of credit issued by a financial institution that is an Eligible LC Issuer within 30 days after the downgrade. If Owner makes such a draw on the letter of credit, Owner shall be entitled to draw on the full face amount of the letter of credit and shall retain such amount as cash security to secure the obligations under the letter of credit, without payment of interest to Developer.

10.3.4 Except to the extent expressly provided otherwise in the Contract Documents, a draw on letters of credit shall not be conditioned on prior resort to Developer or any other security of Developer. For all draws conditioned on prior notice from Owner to Developer, no such notice shall be required if it would preclude draw before the expiration date of the letter of credit. Owner will use and apply draws on letters of credit (or cash security held from draws on letters of credit) toward satisfying the relevant obligation of Developer (or, if applicable, any other Person for which the letter of credit is performance security). Subject to Owner's rights under Sections 10.3.2 and 10.3.3, if Owner receives proceeds of a draw in excess of the relevant obligation, Owner will promptly refund the excess to Developer (or such other Person) after all relevant obligations are satisfied in full.

10.3.5 Except to the extent expressly provided otherwise in the Contract Documents, Developer's sole remedy in connection with the improper presentment or payment of sight drafts drawn under letters of credit shall be to obtain from Owner a refund of the proceeds which are misapplied and reimbursement of the reasonable costs Developer incurs as a result of such misapplication; provided that at the time of such refund Developer increases the amount of the letter of credit to the amount (if any) then required under applicable provisions of this Agreement. Developer acknowledges that the presentment of sight drafts drawn upon a letter of credit could not under any circumstances cause Developer injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy. Accordingly, Developer covenants (a) not to request or instruct the issuer of any letter of credit to refrain from paying any sight draft drawn under the letter of credit and (b) not to commence or pursue any legal proceeding seeking, and Developer irrevocably waives and relinquishes any right, to enjoin, restrain, prevent, stop or delay any draw on any letter of credit.

10.3.6 Developer shall obtain and furnish all letters of credit and replacements thereof at its sole cost and expense, and shall pay all charges imposed in connection with Owner's presentment of sight drafts and drawing against letters of credit or replacements thereof.

10.3.7 If Owner makes a permitted assignment of its rights and interests under this Agreement, then Developer shall cooperate so that concurrently with the effectiveness of such assignment, either replacement letters of credit for, or appropriate amendments to, the

outstanding letters of credit shall be delivered to the assignee naming the assignee as beneficiary, at no cost to Developer.

10.3.8 Owner acknowledges that if the letter of credit is performance security for a Person other than Developer (*e.g.*, a Key Contractor), Owner's draw may only be based on the underlying obligations of such Person.

10.4 Guaranties

10.4.1 On or prior to the Effective Date, Developer shall have obtained written guaranties, in form and substance set forth in Exhibit 19A (Form of Guaranty of Design-Build Contractor), from each DB Parent Guarantor, each guaranteeing payment and performance of all obligations of the Design-Build Contractor under the Design-Build Contract. Each such guaranty shall be in full force and effect as of the Effective Date and shall expressly include Owner as a direct guaranteed party, with the same protections and rights of notice, enforcement and collection as are available to Developer. Developer shall deliver to Owner, concurrently with the issuance of such guaranty, an original of each such guaranty.

10.4.2 If Developer, any Key Contractor or any Affiliate receives from any Person a guaranty of payment or performance of any obligation(s) of a Key Contractor, other than the guaranties required under Section 10.4.1, then either (a) Developer shall cause such Person to (i) expressly include Owner as a guaranteed party under such guaranty, with the same protections and rights of notice, enforcement and collection as are available to any other guaranteed party, subject to the terms of Sections 10.4.3 and 10.4.4, as applicable, and (ii) deliver to Owner a duplicate original of such guaranty, which guaranty shall provide that the rights and protections of Owner shall not be reduced, waived, released or adversely affected by the acts or omissions of any other guaranteed party, other than through the rendering of payment and performance to another guaranteed party; or (b) Developer shall deliver to Owner, concurrently with the issuance of such guaranty, a duplicate original of such guaranty and such other documents reasonably satisfactory to Owner permitting Owner to become the transferee beneficiary under such guaranty under the circumstances described in Section 10.4.3, and to enforce it, including enforcing the guaranty in favor of Owner or the Project, or both, which transfer documents shall include a certified copy of the guaranty and an executed transfer and assignment (substantially in the form set forth in Exhibit 19B (Form of Guarantee Assignment Agreement), modified as necessary to include the appropriate parties and to identify the guarantee and the guaranteed obligations) of the beneficiary rights from Developer to Owner; and the guaranty shall expressly authorize such transfer without condition and permit draw without presentation of the original guaranty.

10.4.3 Owner's rights as a transferee beneficiary with respect to a guaranty of payment or performance of any obligation(s) of a Key Contractor, other than the guaranties required under Section 10.4.1, are exercisable if, subject to Section 10.4.4, Owner determines that (a) the Key Contractor has breached or failed to perform any obligations under its Contract and any notice thereof required under such Contract has been provided and the applicable cure period has expired without full and complete cure, (b) such breach has caused a Developer Default and the applicable cure period has expired without full and complete cure and (c) Developer has failed to call upon or otherwise enforce such guaranty for the purpose of causing the performance of such obligations by or on behalf of the Contractor within 10 days after Owner delivers notice of such Developer Default to Developer, and Owner has exercised its step-in rights under the Key Contract.

10.4.4 So long as Developer is diligently pursuing remedies under a guaranty other than the guaranties required under Section 10.4.1, Owner agrees to forbear from (a) exercising remedies under any such guaranty that names Owner as a direct beneficiary, and (b) exercising its right to become a beneficiary under Section 10.4.2(b); provided, however, that if the Developer Default giving rise to exercise of remedies under any such guaranty remains uncured at the end of the applicable cure period in Section 16.1.2 (Cure Periods) and Owner has exercised its step-in rights under the Key Contract, Owner's obligation to forbear from exercising remedies as a guaranteed party shall cease.

10.5 Indemnities; Owner Financial Loss; Delay Liquidated Damages

10.5.1 General Indemnity

10.5.1.1 Subject to Section 10.5.3 (Limitations on Indemnification Obligations), and except for Owner Financial Loss covered by the indemnity under Section 10.6.2 or Owner Financial Loss for which liquidated damages apply under Section 10.6.4, Developer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all claims, causes of action, suits, investigations, legal or administrative proceedings, demands and Losses, in each case if asserted or incurred by or awarded to any Third Party, to the extent caused by:

(a) any act, omission, neglect or misconduct by any Developer-Related Entity in the manner or method of executing said Work satisfactorily or due to the failure to perform the Work, including (i) any neglect in safeguarding the Work, (ii) use of unacceptable materials in performance of the Work or other Defect in the Work, (iii) faulty, inadequate or improper temporary drainage during construction, (iv) the use, misuse, storage or handling of explosives in performance of the Work, or (v) other breach, alleged breach or violation of Developer's obligations under the Contract Documents or any Contract;

(b) the failure or alleged failure by any Developer-Related Entity to comply with the Governmental Approvals, or any applicable Laws relating to the performance of the Work;

(c) the actual or alleged negligence, willful misconduct or breach of contract of any Developer-Related Entity in or associated with performance of the Work;

(d) any dispute between Developer and a Utility Owner regarding Developer's or any Developer-Related Entity's performance of, or failure to perform, its obligations under any Utility Agreement, except to the extent the disputed matter is a Delay within clause (t) of the definition of Compensation Event;

(e) any and all stop payment notices and/or liens filed by a Contractor in connection with the Work, including all reasonable expenses and attorneys', accountants' and expert witness fees and costs incurred in discharging any stop payment notice or lien, provided that Owner is not in default in payments owing to Developer with respect to such Work;

(f) (i) any Developer-Related Entity's breach of or failure to perform an obligation that Owner owes to a Third Party, including Governmental Entities, under Law or under any agreement between Owner and a Third Party, where performance of the obligation is delegated to Developer under the Contract Documents, or (ii) the acts

or omissions of any Developer-Related Entity which render Owner unable to perform or abide by an obligation that Owner owes to a Third Party, including Governmental Entities, under any agreement between Owner and a Third Party, provided the agreement was previously disclosed or known to Developer;

(g) any alleged infringement or other allegedly improper appropriation or use of Intellectual Property in performance of the Work, or arising out of, relating to or resulting from any use in connection with the Project of methods, processes, designs, information or other items furnished or communicated to Owner or another Indemnified Party under the Contract Documents; provided that this indemnity shall not apply to any infringement resulting from Owner's failure to comply with specific written instructions regarding use provided to Owner by Developer that are consistent with Developer's obligations to convey and license such Intellectual Property under this Agreement;

(h) any actual or threatened Developer Release, actual or threatened Release of Hazardous Materials located in, on or under, or emanating from, Additional Properties and Temporary Areas, the off-site disposal of Hazardous Materials from a Developer Release or Release of Hazardous Materials located in, on or under, or emanating from, Additional Properties and Temporary Areas, and liabilities resulting from any of the foregoing Releases or disposals;

(i) the fraud, bad faith, willful misconduct, negligence or violation of Law or contract by any Developer-Related Entity in connection with Developer's performance of right of way acquisition services, if any, under the Contract Documents;

(j) any fines or penalties imposed on Owner by any Authority Having Jurisdiction arising out of, relating to or resulting from Developer's breach of or failure to comply with applicable requirements of the Contract Documents;

(k) except as provided in Section 2.3.2 (Possessory Interest Tax), any and all claims by any governmental or taxing authority claiming taxes based on gross receipts, purchases or sales, the use of any property or income of any Developer-Related Entity with respect to any payment for the Work made to or earned by such Developer-Related Entity under the Contract Documents; or

(l) inverse condemnation, trespass, nuisance or similar taking of or harm to real property by reason of (i) the failure of any Developer-Related Entity to comply with requirements of the Contract Documents, the Project Management Plan or Governmental Approvals respecting control and mitigation of construction activities and construction impacts in connection with the performance of the Work, (ii) the intentional misconduct or negligence of any Developer-Related Entity in connection with the performance of the Work, or (iii) unauthorized physical entry onto or encroachment upon another's property by any Developer-Related Entity in connection with the performance of the Work.

The term "Third Party," as used in this Section 10.5.1.1, shall be deemed to include the officers, employees and agents of any Developer-Related Entity.

10.5.1.2 Developer's responsibilities pursuant to this Section 10.5.1 include both the obligation to (a) defend, with counsel reasonably satisfactory to Owner, the Indemnified Parties from and against any and all claims, causes of action, suits, investigations, legal or administrative proceedings, demands and Losses, and (b) indemnify the Indemnified Parties when liability is sustained pursuant to the Dispute Resolution Procedures or through judicial proceedings or is mutually agreed upon by the Parties.

10.5.2 Design Defects

10.5.2.1 Developer agrees that, because the Contract Drawings and Reference Documents are subject to review and modification by Developer, (a) it is appropriate for Developer to assume liability for Errors in the completed Project even though they may be related to Errors in the Contract Drawings and Reference Documents, and (b) such documents shall not be deemed "design furnished" by Owner or any of the other Indemnified Parties, as the term "design furnished" is used in Civil Code section 2782. Developer hereby waives the benefit (if any) of Civil Code section 2782 and agrees that this Section 10.5.2 constitutes an agreement governed by Civil Code section 2782.5.

10.5.2.2 Developer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all claims, damages, losses, liabilities, costs and expenses, including attorneys' fees, arising out, relating to or resulting from Errors in the Design Documents, regardless of whether such Errors were also included in the Contract Drawings or Reference Documents. Damage and loss to property of Owner resulting from such Errors are included in Developer's indemnity and deemed to be direct damage and loss.

10.5.3 Limitations on Indemnification Obligations

10.5.3.1 Owner Acts

Subject to Section 23.8 (Limitation on Third Party Beneficiaries) and the releases and disclaimers herein, including all the provisions set forth in Section 5.1.3 (Limitations on Developer's Right to Rely), Developer's indemnity obligations under Sections 10.5 and 10.6.2 shall not extend to any claim, cause of action, suit, investigation, legal or administrative proceeding, demand or Loss to the extent caused by:

(a) the active negligence, reckless or willful misconduct, bad faith or fraud of an Indemnified Party;

(b) a Relief Event, subject to Developer's obligations as provided for in this Agreement; or

(c) Owner's breach of any of its obligations under the Contract Documents.

10.5.3.2 Claims by Employees

In claims by an employee of a Developer-Related Entity, the indemnification obligation under this Section 10.5 shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for a Developer-Related Entity under worker's compensation, disability benefit or other employee benefits laws; provided that this provision shall not be construed as a waiver in favor of any employee by Developer or any Contractor of any limitation of liability afforded by such laws.

10.5.3.3 Other Limitations

With respect to Work performed by a design professional as defined in Section 2782.2 of the California Civil Code, such indemnities shall apply only to the extent permitted by Section 2782.2 of the California Civil Code.

10.5.4 Developer's Defense

In Developer's defense of Indemnified Parties under this Section 10.5 or Section 10.6.2, negotiation, compromise, and settlement of any action, Owner shall, without prejudice to the rights of any Indemnified Parties to be indemnified by Developer, 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. Developer's defense of Indemnified Parties shall be with counsel reasonably satisfactory to Owner.

10.5.5 Indemnities by Contractors

Developer shall ensure that each Contract includes indemnity provisions appropriate to the scope of the Work to be performed by the Contractor, naming the Indemnified Parties as indemnitees and identifying them as third-party beneficiaries under the Contract.

10.5.6 Notice of Claims by Third Parties

10.5.6.1 If any Indemnified Party receives notice of a claim, cause of action, suit, legal or administrative proceeding covered by the indemnities in Section 10.5 or Section 10.6.2, as applicable, or otherwise has actual knowledge of such a claim, cause of action, suit, legal or administrative proceeding that it believes is within the scope of the indemnities under Section 10.5 or Section 10.6.2, as applicable, as soon as practicable after receipt of the claim, cause of action, suit, legal or administrative proceeding (and, in the case of the indemnities under Section 10.6.2, within 14 days of receipt by, or actual knowledge of, Owner of such claim, cause of action, suit, legal or administrative proceeding), Owner shall:

(a) inform Developer in writing of the claim, cause of action, suit, legal or administrative proceeding, and

(b) send to Developer a copy of all relevant written materials Owner has received asserting such claim, cause of action suit, legal or administrative proceeding.

10.5.6.2 As soon as is practicable after Developer receives notice of a claim, cause of action, suit, legal or administrative proceeding covered by the indemnities in this Section 10.5 or Section 10.6.2, Developer shall promptly notify Owner in writing and, unless subject to evidentiary privilege, promptly furnish to Owner copies of all factual reports and factual portions of any other reports given to Developer's insurance carrier or carriers.

10.6 Owner Financial Loss; Delay Liquidated Damages

10.6.1 If Owner incurs Owner Financial Loss that is covered or required to be covered by Builder's Risk insurance or any other insurance required by this Agreement, then Owner may submit a claim for such Owner Financial Loss to the insurer, and Developer shall assist and cooperate with Owner in pursuing such claim.

10.6.2 Except to the extent that Owner Financial Loss is encompassed by the liquidated damages under Section 10.6.4 or 10.6.5, Developer shall indemnify, defend, protect and hold harmless Owner from and against any and all Owner Financial Loss caused by, directly resulting from or a consequence of (a) any violation by any Developer-Related Party of any requirements under the Contract Documents that would impact Licensee events and/or LACC Campus events (including any program or plan required thereunder), including those related to noise, vibration, dust and odor and any applicable mitigation requirements) where the violation materially interferes with or disrupts the set-up, conduct or take-down of any Licensee event or other event at the LACC Campus, or (b) the gross negligence, recklessness, fraud, bad faith or intentional misconduct of any Developer-Related Party, regardless of whether and to what extent covered by insurance, including Owner Financial Loss caused by, resulting from or a consequence of physical loss or damage to the LACC Campus or any portion thereof that is attributable to such gross negligence, recklessness, fraud, bad faith or intentional misconduct. With respect to any claimed Owner Financial Loss pursuant to this Section 10.6.2, Owner's right to recovery against Developer shall be conditioned upon the following: (x) if and to the extent that the relevant Licensee provides written notice to Owner's Authorized Representative of an alleged Developer act or omission that Owner believes is within the scope of the indemnities under this Section 10.6.2 prior to such Licensee delivering a notice of claim therefor, Owner shall provide notice of such written notice to Developer within a reasonable period of time following Owner's Authorized Representative's receipt of same, and (y) if and to the extent Owner receives a notice of claim that Owner believes is within the scope of the indemnities under this Section 10.6.2, Owner shall notify Developer of such claim in accordance with Section 10.5.6.1.

10.6.3 Notwithstanding anything to the contrary in this Section 10.6, with respect to an Owner Financial Loss arising from a license agreement entered into by a Licensee after the Setting Date, Developer's indemnity obligations with respect to such Owner Financial Loss shall be conditioned upon Owner incorporating the following or similar language into such license agreement:

> "Construction/Remodeling. Operator expressly reserves the right to further expand, develop, improve or modify the Convention Center or any of its facilities during the term of the License. During the course of any such construction, the Operator will use reasonable efforts to avoid or minimize any interference with Licensee's use and occupancy of the premises. Should construction materially interfere with Licensee's use of the licensed space, Operator shall offer Licensee comparable event space within the Center, if available. Operator shall not be liable to Licensee for any damages to or for any diminution or deprivation of Licensee's rights hereunder on account of any such construction unless such construction shall so interfere with Licensee's use and occupancy of the premises as to constitute a constructive eviction or termination, in whole or in part, of this License. In such event, Licensee shall be entitled to an appropriate pro-rata reduction in rental. Licensee shall not interfere with or hinder any construction at the Convention Center or any of its facilities during the term of this License."

10.6.4 Developer shall be liable for and pay to Owner liquidated damages in the amount of $5,000,000 with respect to any failure to achieve Olympics Readiness by the Olympics Readiness Deadline; provided that Developer shall not be liable for such liquidated damages if Developer demonstrates with a Time Impact Analysis pursuant to Section 13.4.1(e) that:

(a) After consumption authorized by Owner of the Relief Event Delay Allowance and consumption of available Float, there remain delays to the Critical Path to the

Olympics Readiness Deadline that are directly attributable to Relief Events;

(b) If there are also delays to such Critical Path that are attributable to causes other than Relief Events, Developer would have achieved Olympics Readiness by the Olympics Readiness Deadline despite such delays; and

(c) Developer carried out Delay Recovery Solutions to the maximum extent required by Section 15.3.

10.6.5 Developer shall be liable for and pay to Owner liquidated damages with respect to any failure to achieve Substantial Completion by the Substantial Completion Deadline, subject to the following:

(a) The amount of such liquidated damages shall equal $120,000 for each day that Substantial Completion is delayed beyond the Substantial Completion Deadline;

(b) Such liquidated damages shall commence on the Substantial Completion Deadline and continue to accrue until the first to occur of (i) the Substantial Completion Date, (ii) the effective date of termination of this Agreement, and (iii) the Long Stop Date; and

(c) Such liquidated damages shall constitute Owner's sole right to damages for such delay up to the Long Stop Date.

10.6.6 Developer shall be liable for and pay to Owner liquidated damages with respect to any failure to achieve Final Completion by the Final Completion Deadline, subject to the following:

(a) The amount of such liquidated damages shall equal $5,000 for each day that Final Completion is delayed beyond the Final Completion Deadline as a result of Developer's failure to timely meet one or more of the conditions of Exhibit 15E (Conditions to Final Completion) identified in paragraphs (f), (h), and/or (j) through (r);

(b) The amount of such liquidated damages shall equal $20,000 for each day that Final Completion is delayed beyond the Final Completion Deadline for any reason other than those expressly enumerated in Section 10.6.6(a);

(c) Such liquidated damages shall commence on the Final Completion Deadline and continue to accrue until the first to occur of (i) the Final Completion Date, and (ii) the effective date of termination of this Agreement; and

(d) Such liquidated damages shall constitute Owner's sole right to damages for such delay up to the effective date of any termination of this Agreement.

10.6.7 Developer agrees and acknowledges that the liquidated damages under Section 10.6.5 and Section 10.6.6 are reasonable under the circumstances existing at the Effective Date to compensate Owner for:

(a) Owner's increased costs of administering the Contract Documents during construction, including any obligations to pay or reimburse Authorities Having Jurisdiction for their increased costs of monitoring and enforcing Developer's

compliance with applicable Laws or Governmental Approvals;

(b) potential Owner Financial Loss due to reduction in availability of the Project and interference or disruption from prolonged construction activities; and

(c) potential harm to the credibility and reputation of Owner with Licensees, Users, potential Licensees, potential Users, potential subcontractors, stakeholders, policy makers and the general public.

10.6.8 Developer further acknowledges that such increased costs, potential Owner Financial Loss and loss of credibility and reputation would be difficult and impracticable to measure and prove, because, among other things:

(a) the costs of administering the Contract Documents prior to Substantial Completion will be variable and extremely difficult to quantify; and

(b) the variety of factors that influence revenues from the LACC Campus generally make it difficult to sort out causation and quantify the precise Owner Financial Loss attributable to the delay that will trigger these liquidated damages.

10.6.9 Developer further agrees and acknowledges that:

(a) the harm and loss to Owner resulting from failure to achieve Olympics Readiness by the Olympics Readiness Deadline is distinct and separate from the harm and loss to Owner resulting from failure to achieve Substantial Completion by the Substantial Completion Deadline;

(b) in particular, the interference with Olympics activities, financial loss, and harm to Owner's credibility and reputation resulting from failure to achieve Olympics Readiness by the Olympics Readiness Deadline are unique and different in nature and amount from the harm and loss resulting from failure to achieve Substantial Completion by the Substantial Completion Deadline; and

(c) therefore, liquidated damages assessed pursuant to Section 10.6.4 shall not diminish or be credited toward liquidated damages assessed pursuant to Section 10.6.5.

10.7 Limitation on Developer's Aggregate Liability

10.7.1 Subject to Section 10.7.2, Developer's aggregate liability to Owner under:

(a) Sections 10.6.4 and 10.6.5 shall not exceed $64,800,000; and

(b) under this Agreement shall not exceed 50% of the D&C Contract Amount (as adjusted by any Change Orders and compensation for Relief Events).

10.7.2 The following shall be excluded in determining whether the liability limit in Section 10.7.1 has been reached:

(a) Amounts paid by or on behalf of Developer or Design-Build Contractor that are covered by insurance proceeds, including any amounts Developer is deemed to

self-insure pursuant to Section 10.4.4 or Design-Build Contractor is deemed to self-insure pursuant to Section 10.4.4 of the Design-Build Contract;

(b) Liabilities of Developer and Design-Build Contractor to Contractors, laborers and other third parties arising out of the Work, including liabilities paid from the Payment Bond and liabilities to third-party owners of facilities or improvements within the Work;

(c) all Losses arising out of Developer Releases or Releases of Hazardous Materials; and

(d) all Losses arising out of, relating to or resulting from any illegal activities, fraud, recklessness, criminal conduct, gross negligence or intentional misconduct on the part of any Developer-Related Entity.

ARTICLE 11. PAYMENTS TO DEVELOPER

11.1 Monthly Progress Payments

11.1.1 Subject to Section 11.4 and Section 11.9, Owner will pay to Developer monthly progress payments ("**Monthly Progress Payments**") in arrears in accordance with this Section 11.1.

11.1.2 The amount of each Monthly Progress Payment shall equal the total amount payable to Developer for Work completed during the relevant month and accepted by Owner pursuant to the Contract Documents, using the amounts allocated to such Work in the Schedule of Values as such amounts may be revised pursuant to Change Orders documenting Compensation Amounts for Compensation Events or documenting increases in Owner Allowances.

11.1.3 Developer shall submit to Owner a draft invoice for the anticipated Monthly Progress Payment, together with a copy of the corresponding Design-Build Contractor's payment application, three Business Days prior to the last Business Day of each month or such other date mutually agreed upon by Developer and Owner. Developer shall not submit a draft invoice for the first Monthly Progress Payment earlier than 32 days following the Effective Date.

11.1.4 Not earlier than five Business Days following submittal to Owner of the draft invoice and corresponding Design-Build Contractor's payment application, Developer shall submit to Owner the following items:

(a) A final Monthly Progress Payment invoice;

(b) The Design-Build Contractor's final payment application for the prior month;

(c) the Monthly Progress Report for the relevant month as required under Section 2.4.1.11 (Progress Reports) of the Technical Requirements;

(d) A written certification signed by Developer's Authorized Representative and the Design-Build Contractor's authorized representative, in favor of Owner, that all Work that is the subject of the invoice fully complies with the requirements of the Contract Documents, subject to any specific exceptions identified in the certification;

(e) A written certification signed by the Quality Assurance Manager, in form reasonably acceptable to Owner, certifying that:

(iv) Except as specifically noted in the certification, all Work that is the subject of the invoice, including that of professional services firms, Contractors and Suppliers, has been checked, tested or inspected by the Design Quality Control Manager, with respect to Design Work, and the Construction Quality Control Manager, with respect to the Construction Work, in accordance with the Contract Documents;

(v) Except as specifically noted in the certification, all Work that is the subject of the invoice conforms to the requirements of the Contract Documents;

(vi) All of the procedures provided in the Quality Management Plan are functioning properly and are being followed;

(vii) All quantities for which payment is requested on a unit price basis are accurate; and

(viii) All quantities for which payment is requested on a time and materials basis have been authorized by written Change Order, have been witnessed by an Owner inspector and signed by the relevant Contractor(s) and the Owner inspector, and are accurate;

(f) Respecting any unit-priced or time and materials Work, a monthly report of personnel hours, data sheets and other supporting documents and evidence as required by Owner to support and substantiate the amount requested;

(g) The monthly report on SBE, DVBE, WBE, MBE, and EBE and LBE utilization required under Section 9.9.4.2;

(h) If the invoice includes Utility Work performed by a Utility Owner, invoices and records showing that Developer has paid or been invoiced by the Utility Owner for such Utility Work; and

(i) A detailed accounting of the total amount due from Utility Owners for (i) Utility Betterments and (ii) any other Work for which the Utility Owner is responsible for the cost.

11.1.5 Each draft and final Monthly Progress Payment invoice shall include the calculation of the anticipated or actual Monthly Progress Payment amount, as applicable, in accordance with the requirements set forth herein, and the calculation of the applicable Retainage in accordance with Section 11.9.2, and shall be in a format reasonably acceptable to Owner.

11.1.6 Owner shall make payment for the undisputed amount due to Developer within 30 days following receipt and approval of the documentation required under Section 11.1.4.

11.2 Development Fee and DB Completion Incentive Payment

Owner will pay to Developer the Development Fee and the DB Completion Incentive Payment in accordance with this Section 11.2. The Development Fee and the DB Completion Incentive Payment are separate from the D&C Contract Amount.

11.2.1 Upfront Development Fee

Subject to Section 11.2.4.1, Owner will pay to Developer an amount equal to $5,000,000 (the "**Upfront Development Fee**") together with the first Monthly Progress Payment.

11.2.2 Incentives for On-Time Olympics Readiness

11.2.2.1 If Developer achieves Olympics Readiness by March 31, 2028, then, subject to Section 11.2.4, Owner will pay to Developer an amount equal to:

(a) $20,000,000 (the "**Olympics Readiness Development Fee**"); plus

(b) The lesser of (i) 50% of the Project Savings Amount or (ii) $30,000,000 (such lesser amount, the "**DB Completion Incentive Payment**").

11.2.2.2 If Developer for any reason whatsoever, including Relief Event Delay (even if caused by Owner, or by any part or Department of the City, in its governmental, operational or regulatory capacity), does not achieve Olympics Readiness by March 31, 2028 but achieves it on or before May 30, 2028, then, subject to Section 11.2.4, Owner will pay to Developer an amount equal to:

(a) The Olympics Readiness Development Fee reduced by $327,869 for each day that Olympic Readiness is delayed beyond March 31, 2028, provided that such net amount shall not be less than zero; plus

(b) The DB Completion Incentive Payment reduced by the Daily DB Completion Incentive Reduction Rate for each day that Olympics Readiness is delayed beyond March 31, 2028, provided that such net amount shall not be less than zero.

11.2.2.3 If Developer for any reason whatsoever, including Relief Event Delay (even if caused by Owner) or by any part or Department of the City, in its governmental, operation or regulatory capacity), does not achieve Olympic Readiness on or before May 30, 2028, then Developer shall

not be entitled to any Olympics Readiness Development Fee or any DB Completion Incentive Payment.

11.2.2.4 For clarity, the references to March 31, 2028 and May 30, 2028 in this Section 11.2.2 are fixed deadlines which shall not be extended due to the occurrence of Relief Events or for any other reason.

11.2.3 Incentive for On-Time Substantial Completion

11.2.3.1 If Developer achieves Substantial Completion by the Substantial Completion Deadline, subject to Section 11.2.4, Owner will pay to Developer an amount equal to $10,000,000 (the "**On-Time Substantial Completion Development Fee**").

11.2.3.2 If Developer achieves Substantial Completion after the Substantial Completion Deadline, subject to Section 11.2.4, Owner will pay to Developer the On-Time Substantial Completion Development Fee less $80,000 for each day that Substantial Completion is delayed beyond the Substantial Completion Deadline, provided that such net amount shall be no less than zero.

11.2.4 Invoicing

11.2.4.1 Developer shall include in its invoice for the first Monthly Progress Payment following the Effective Date a request for payment of the Upfront Development Fee.

11.2.4.2 If Developer is entitled to all or any portion of the Olympics Readiness Development Fee, Developer shall include in its invoice for the first Monthly Progress Payment following achievement of Olympics Readiness a request for payment of the Olympics Readiness Development Fee. Developer's invoice shall include a calculation of any reduction of the Olympic Readiness Development Fee.

11.2.4.3 If Developer is entitled to all or any portion of the On-Time Substantial Completion Development Fee, Developer shall include in its invoice for the first Monthly Progress Payment following Substantial Completion a request for payment of the amount of the On-Time Substantial Completion Development Fee to which it is entitled. Such invoice shall include a calculation of any reduction of the On-Time Substantial Completion Development Fee.

11.2.4.4 The DB Completion Incentive Payment may be reduced, in whole or in part, by Owner for (a) failure of Developer or any Contractor to comply with all applicable Laws, (b) failure of Developer or any Contractor to maintain a satisfactory safety and quality record on the Project, as determined by Owner in its sole discretion, or (c) a poor claims track record and/or behavior on the part of Developer or any Contractor, as determined by Owner in its sole discretion.

11.2.4.5 If Developer is entitled to any DB Completion Incentive Payment, it shall not be due and payable until 90 days after (a) expiry of the Warranty Period, (b) completion of all Warranty Work, (c) execution and delivery to Owner of an invoice for the amount due, and (d) a full, unconditional and irrevocable release by each of Developer and the Design-Build Contractor in favor of Owner, in the form required by Owner, of all Developer claims, disputes and causes of action arising from, related to or in connection with the Project, whether known or unknown, suspected or unsuspected, including pass-through claims of the Design-Build Contractor. Developer's invoice shall include a detailed calculation of any reduction of the DB Completion Incentive Payment.

11.2.4.6 The amount of the portion(s) of the Development Fee requested in any invoice referenced in this Section 11.2.4 shall be set out separately from any other amount requested in the invoice before totaling with such other amounts.

11.2.5 No Payment or Withholding by Developer-Related Entities

Developer and its Affiliates shall not accept or receive, or agree to accept or receive, any payment, or any other transfer of value in any form from any Developer-Related Entity, any AEG Entity or any shareholder, partner, joint venture member or other affiliate or subcontractor of a Developer-Related Entity or AEG Entity (collectively, "**Prohibited Payees**"), whether pursuant to a Contract (including the Management and Financial Services Agreement) or otherwise, or withhold any payment from any Prohibited Payee, that would directly or indirectly reimburse or compensate Developer or any of its Affiliates for any portion of the Development Fee or the DB Completion Incentive Payment. It shall be rebuttably presumed that any payment, reimbursement or compensation flowing from any Prohibited Payee to Developer or any of its Affiliates, or withheld by Developer or any of its Affiliates from any Prohibited Payee, that is not expressly required under the terms of a direct Contract between Developer and a Contractor constitutes a violation of this prohibition. Developer acknowledges and agrees that any breach of this requirement shall be a non-curable Developer Default. Developer shall include in the Design-Build Contract a corresponding prohibition against Design-Build Contractor, any Subcontractor, any Supplier or any affiliate of Design-Build Contractor or either of its joint venture members making any payment or any other transfer of value in any form to Developer or any of its Affiliates, or accept any withholding of any payment from Developer or any of its Affiliates, and provide that any breach of such requirement will be a non-curable Design-Build Contractor default under the Design-Build Contract.

11.2.6 Payment and Allocation of DB Completion Incentive Payment

11.2.6.1 As required by Section 9.13.2, Developer shall pay to the Design-Build Contractor the full amount received respecting the DB Completion Incentive Payment within three Business Days after receipt of the same from Owner. Developer shall cause the Design-Build Contractor to pay such DB Completion Incentive Payment to the Contractors specified below in accordance with the following percentage allocations (the "**DB Completion Incentive Payment Allocation**") within three Business Days after receipt by the Design-Build Contractor of such DB Completion Incentive Payment from Developer:

DB Completion Incentive Payment Allocation	
Role/Trade	**Percentage Allocation**
Design-Build Contractor	16%
Design Team	12%
Electrical/Low Voltage	10%
Mechanical	5%
Plumbing	5%
Fire Suppression	5%
Structural Steel	8%

DB Completion Incentive Payment Allocation	
Role/Trade	**Percentage Allocation**
Structural Concrete	10%
Façade	9%
Deep Foundations	5%
Utilities	5%
Sitework	5%
Drywall	5%

11.2.6.2 For the Design-Build Contractor and any Affiliates who are self-performing Work (e.g., structural concrete), the maximum allocation of the DB Completion Incentive Payment Allocation shall be as reflected in the table above.

11.2.6.3 Developer shall provide in the Design-Build Contract that Design-Build Contractor may, in its reasonable discretion (but subject to Owner's approval as provided below), reduce, in whole or in part, any Incentive Recipient's DB Completion Incentive Payment Allocation based on reasonable criteria, including the Incentive Recipient's (a) failure to meet the Project Schedule with respect to its scope of work, (b) assertion of claims or disputes against the Design-Build Contractor, Developer or Owner, and (c) safety and quality record on the Project, provided that any reduction in the DB Completion Incentive Payment Allocation for such Incentive Recipient shall be redistributed to the remaining Incentive Recipients on a pro rata basis. Developer shall cause the Design-Build Contractor to provide prior written notice, to Owner if the Design-Build Contractor proposes to modify the DB Completion Incentive Payment Allocation in accordance with the foregoing, and Owner shall provide its comments and/or agreement within 30 days of receipt of sufficient information and documentation in support of the Design-Build Contractor's proposed modification. Any such modification shall be subject to Owner's prior written approval in its sole discretion.

11.2.6.4 [Not Used]

11.2.6.5 Neither Developer nor the Design-Build Contractor shall retain any amount of the DB Completion Incentive Payment in their accounts for any reason.

11.2.6.6 Within 30 days of payment by Owner to Developer of any DB Completion Incentive Payment, Developer shall deliver to Owner, and shall cause the Design-Build Contractor to deliver to Owner, a certification signed by its authorized representative confirming that the DB Completion Incentive Payment has been paid in accordance with this Section 11.2.6 and attaching all necessary supporting documentation requested by Owner that evidences such payments.

11.2.6.7 Developer shall include, or cause to be included, the incentive regime and allocation forth in this Section 11.2.6 to be passed down to the Contracts (for the trades set forth in the table in Section 11.2.6.1) as mandatory provisions.

11.3 Owner Allowances

11.3.1 Owner has established the following cash allowances in the initial amounts specified below (as such amounts may be adjusted from time to time in accordance with Section 11.3.9) (each an "**Owner Allowance**" and collectively, the "**Owner Allowances**") from which Owner will make payments to Developer in accordance with this Section 11.3 for Developer's performance of the following scopes of Work (each an "**Owner Allowance Scope**"):

(a) An allowance of $148,439,383 to reimburse Developer for certain Work activities related to the signage requirements, as more particularly described in Appendix 9 (Signage Scope) of the Technical Requirements (provided that Developer shall not be responsible for obtaining the Signage Approvals);

(b) An allowance of $41,197,301 for construction and equipment installation work related to kitchen and catering Work and, as more particularly described in Appendix 10 (Kitchen and Catering Scope) of the Technical Requirements;

(c) An allowance of $28,262,793 for direct third party costs incurred for Utility Work to be performed by Developer and work to be performed by LADWP for the Bond Street lot network station, as more particularly described in Appendix 18 of the Technical Requirements;

(d) An allowance of $26,683,484 for LADWP service adjustment work to be performed by Developer and LADWP, as more particularly described in Appendix 18 of the Technical Requirements.

11.3.2 The initial amounts for Owner Allowances set forth in Section 11.3.1 are included in the D&C Contract Amount; provided, however, that Developer shall not perform any Owner Allowance Scope except to the extent authorized pursuant to an Allowance Order in accordance with Section 11.3.3.

11.3.3 Expenditures from Owner Allowances for the performance of Owner Allowance Scope shall be authorized only through Owner's issuance of written orders to Developer in form used by Owner (each an "**Allowance Order**"), subject to the following terms and procedures:

(a) If Owner desires to issue an Allowance Order, it may issue to Developer a request for pricing for the Allowance Order. Owner's request will include a general description of the intended Owner Allowance Scope and may instruct Developer on how to price such proposed scope of work (*i.e.*, lump sum, unit price, time and materials, or any combination thereof).

(b) As soon as reasonably practicable under the circumstances with respect to the scope and nature of the Owner Allowance Scope that is the subject of the pricing request by Owner, and in any event within 14 days following Owner's delivery to Developer of such a request, Developer shall provide Owner with a detailed description and breakdown of such proposed scope of Work, by Schedule Activity, to be included in the proposed Allowance Order and Developer's pricing for the scope of Work, broken down into pricing for each Schedule Activity. Developer's pricing shall be in accordance with applicable provisions in Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms) and any Owner instructions under Section 11.3.3(a) on how to price.

(c) Developer's response shall not include, and Developer shall have no right to, any claim for extension of Contract Deadlines, Compensation Amount, or relief from obligations under the Contract Documents by reason of an Allowance Order.

(d) Following Owner's receipt of Developer's response, Owner and Developer shall engage in good faith negotiations to reach agreement on the scope and pricing of the Owner Allowance, based on the applicable provisions of Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms).

(e) Owner may, by written notice, modify or abandon a contemplated Allowance Order at any time prior to the Parties reaching an agreement on the Allowance Order. Developer will, as soon as reasonably practicable but in no event more than 10 days after receipt of notice of modification of a contemplated Allowance Order, notify Owner of any subsequent changes to its proposed scope and pricing for the modified Allowance Order.

(f) If the Parties do not agree on scope and pricing for an Allowance Order, then either Party may seek to resolve any points of disagreement through the Dispute Resolution Procedures, without prejudice to Owner's right to issue a Directive Letter pending resolution of the Dispute.

11.3.4 Upon Owner's issuance of an Allowance Order, the Owner Allowance Scope included within such Allowance Order shall be considered Work pursuant to this Agreement. Within ten days after Owner issues an Allowance Order, Developer shall submit to Owner for acceptance an updated Schedule of Values that adds the amount authorized by the Allowance Order and a breakdown of such amount into specific Schedule Activities for the Owner Allowance Scope included in the Allowance Order.

11.3.5 Developer shall perform Work payable from Owner Allowances as provided in Allowance Orders or as otherwise directed by Owner.

11.3.6 No Change Order is required for invoicing amounts within the amount of the applicable Allowance Order.

11.3.7 On a monthly basis, Developer shall submit, as part of its Monthly Progress Payment invoice, an invoice for the completed Schedule Activities performed under each Allowance Order, including the same information and details as required for invoices of other portions of the Work. Owner will make payments to Developer in accordance with Section 11.1, provided such Work has been completed within the approved amount of the Owner Allowance under applicable Allowance Orders and complies with applicable requirements of the Contract Documents.

11.3.8 Developer shall have no right to incur or charge Owner for amounts in excess of the amount of the applicable Allowance Order or Owner Allowance except to the extent of Compensation Amounts directly attributable to a Compensation Event. Developer shall have no obligation to expend funds in excess of the amount of the applicable Owner Allowance.

11.3.9 Developer shall promptly notify Owner whenever Developer has reason to believe that the cost of Work to be paid from an Owner Allowance will exceed the amount of the Owner Allowance. If the cost of Work to be paid from an Owner Allowance is expected to exceed the amount of the Owner Allowance, the Parties shall consult regarding all available measures to bring the cost within the applicable Owner Allowance, provided that if it becomes apparent that

the Work to be covered by the Owner Allowance cannot be performed within the amount of the applicable Owner Allowance and that the scope of Work cannot be modified to reduce the cost to stay within such amount, the Parties shall negotiate a Change Order to increase the D&C Contract Amount and the Owner Allowance by the excess amount based on the Incremental Costs incurred by D&C Contractor in connection with the completion of such Owner Allowance Scope consistent with the terms of Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms) and any Owner instructions on pricing pursuant to Section 11.3.3(a).

11.3.10 To the extent that an Owner Allowance has not been fully expended upon completion of the applicable scope of Work, Owner will issue a Change Order reducing the D&C Contract Amount and the Owner Allowance by the excess amount.

11.4 Disputed Amounts

11.4.1 Owner shall have the right to dispute, in good faith, any amount specified in a Monthly Progress Payment invoice, or any other invoice submitted by Developer under this Agreement, on the basis that the invoice does not reflect actual work performed or that the work performed is not compliant with applicable requirements, standards or specifications under the Contract Documents. Owner shall pay all undisputed amounts, less any applicable Retainage, for which payment is requested and that are not subject to withholding.

11.4.2 Developer and Owner shall use reasonable efforts to resolve any invoice dispute within 30 days after the dispute arises.

11.5 Payment Due Date; Interest on Late Payments and Overpayments

11.5.1 If a Party fails to pay any undisputed amount due and owing from such Party to the other Party under this Agreement, then, subject to Section 11.5.3, the owing Party shall pay to the other Party interest on such amount at the Late Payment Rate from the due date thereof until the date of payment. Interest shall not accrue on any Retainage.

11.5.2 If any invoice is disputed and an amount is determined to be due under the Dispute Resolution Procedures, payment of the disputed amount shall be made within 30 days following resolution of the dispute, together with interest at the Late Payment Rate on the amount owing from the date that the payment was originally due (based on the agreement of the parties or the decision of the dispute resolver) until the date of payment.

11.5.3 In order to charge interest on a late payment from Owner, Developer must first deliver to Owner an invoice requesting payment of interest and setting forth the overdue amount, the date it was due, the calculation of the daily interest accrual amount, and the calculation of the cumulative accrual of interest at the time of the invoice, using the Late Payment Rate. Owner will document the interest due by issuing a Change Order.

11.5.4 If as a result of any inaccuracy in an invoice any overpayment is made by Owner to Developer then Owner shall be entitled to deduct or receive as a payment from Developer interest on such amount at the Late Payment Rate, starting on the date of Owner's payment of the invoice to the date the overpayment is deducted or paid. Owner's right to deduct or receive payment of interest is without prejudice to any other rights Owner may have under this Agreement.

11.6 Taxes

11.6.1 Except as set forth in Section 2.3.2 (Possessory Interest Tax), Developer shall pay all applicable Taxes.

11.6.2 To avoid a potential possessory interest tax assessment for the Project, Developer shall not take any position on its tax returns consistent with ownership of any part of the Project.

11.6.3 Developer is solely responsible for and has no right to make any Claim due to its misinterpretation of Laws respecting Taxes or incorrect assumptions regarding applicability of Taxes. In the event that an exemption from applicable sales or use taxes becomes available for the Project, Owner shall have no obligation to reimburse Developer for any such taxes, and Owner shall be entitled to an upfront payment from Developer or a reduction in payments made by Owner, as agreed upon by the Parties, equal to the amount actually saved following the date such exemption becomes available.

11.7 Other Adjustments; Full Compensation

Developer acknowledges and agrees:

(a) the Monthly Progress Payments calculated in accordance with this Article 11 are subject to adjustment to reflect previous over-payments and/or under-payments, any interest payable in respect of any amounts owed, and any other amount due and payable from Developer to Owner or from Owner to Developer under this Agreement, including amounts determined in accordance with Section 7.11.3 (Owner's Remedies), Section 11.5 (Payment Due Date; Interest on Late Payments and Overpayments), Section 11.6 (Taxes), Sections 16.2.5.2 and 16.2.5.3 (regarding Damages), Section 1.4(f) of Exhibit 16B (State Requirements), Sections 1.3(g) and 3 of Exhibit 16C (City Requirements); and

(b) that the payments provided for in this Article 11 constitute full compensation for performance of all the Work, subject only to Developer's rights to payment as expressly set out in this Agreement.

11.8 Appropriations of Payments

With the exception of the proceeds of any bonds issued for the specific purpose of providing Owner funds to develop the Project, all monetary obligations of Owner under this Agreement are subject to appropriation by the City; provided, however, that in the absence of such appropriation, such monetary obligations shall be payable solely from other unencumbered, lawfully-available funds of the City (whether available at such time or in the future) that are not funds subject to appropriation by the City. Owner will submit a request in accordance with applicable Law to obtain appropriations as needed for payment of Owner's monetary obligations under this Agreement, or shall perform actions permitted by Law to obtain, designate, or use any other unencumbered, lawfully available funds for such payments. This Section 11.8 applies to all monetary obligations of Owner set forth in this Agreement, notwithstanding any contrary provisions of this Agreement. This Agreement does not create a debt of the City.

11.9 Retainage

11.9.1 Owner shall withhold funds (the "**Retainage**") from each Monthly Progress Payment until such time as Final Completion is achieved, and thereafter shall cease withholding the Retainage from future payments.

11.9.2 The Retainage shall be an amount equal to 5% of the payment amount through Final Completion; however, Owner may, in its sole discretion, reduce the Retainage upon Developer's achievement of Substantial Completion, based on various factors such as the status of certified labor compliance, verified Contractor utilization, the provision of applicable releases and waivers, and any Developer's potential liability for liquidated damages.

11.9.3 Owner agrees to release the remaining Retainage 60 days after achievement of Final Completion, subject to the following terms and conditions. Notwithstanding the foregoing, the amount to be released shall be reduced by any amounts which Owner is permitted to retain under Public Contract Code section 7107 or 9203, including (a) amounts applied to the payment of Losses incurred by Owner for which Developer is responsible, (b) amounts that Owner deems advisable, in its reasonable discretion, to retain to cover any existing or threatened Claims, (c) the estimated cost, as determined by Owner, in its discretion, to complete any Warranty Work then identified; and (d) any liquidated damages or 150% of penalties payable to Owner. Developer shall submit to Owner a request for release of the Retainage under this Section 11.9.3 at least 30 days prior to the scheduled date for release, accompanied by a certification regarding the status of any outstanding Claims. Amounts withheld under this Section 11.9.3 will be released to Developer or applied to Developer's obligations, as applicable, upon resolution of all outstanding matters.

11.9.4 Developer may substitute securities or a letter of credit for the Retainage pursuant to the procedures contained in Public Contract Code section 22300. No such substitution shall be accepted until such securities or letter of credit have been approved by Owner as qualifying for substitution, the value of such securities has been established to Owner's satisfaction, and all documentation necessary for assignment of the securities to Owner has been delivered in form and substance satisfactory to Owner. Any letter of credit proposed by Developer to substitute for Retainage must comply with the requirements under Section 10.3 (Letters of Credit).

11.9.5 If Developer has substituted securities for any of the Retainage, then Owner may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation would be made by the Person designated by Owner and approved by Developer. If such revaluation results in a determination that such securities have a market value which is less than the amount of the Retainage for which they were substituted, then notwithstanding anything to the contrary contained in this Agreement, the amount of the Retainage required under this Agreement shall be increased by such difference in market value. Such increased Retainage shall be withheld from the next Monthly Progress Payment due Developer.

11.9.6 Developer acknowledges and agrees that, pursuant to Public Contract Code section 7200, the percentage of retention amounts withheld by Developer from its Contractors, if any, may not exceed the percentage withheld by Owner as Retainage from Developer as specified herein, except in the circumstances provided in Public Contract Code section 7200.

11.9.7 Within seven days following receipt of any Retainage amounts from Owner, Developer shall pay to Contractors the respective amounts that Developer has withheld as retainage from

Contractors in accordance with Public Contract Code section 7107. Developer must report to Owner on a monthly basis on the payment of any retainage to Contractors. Developer shall require this Section 11.9.7 to be included in each Contract. Pursuant to Public Contract Code section 7107, any attempted waiver of the provisions of this section shall be void.

11.9.8 Owner's release of Retainage shall not relieve Developer of its contractual obligations relating to the Work.

11.10 Schedule of Values

11.10.1 Owner and Developer have adopted and approved the Schedule of Values set forth in Exhibit 5 (Schedule of Values) to this Agreement. The Schedule of Values allocates the D&C Contract Amount among clearly defined Work Breakdown Structures (WBS) that divide the entirety of the Work into measurable activities (including equipment, materials and other deliverables) of specific scope and duration, including activity description, quantities, and, as applicable, unit prices (the "**Schedule Activities**"). The allocations of the D&C Contract Amount to the Schedule Activities include Developer's contingency for risks, overhead and profit.

11.10.2 Monthly Progress Payments shall be determined and calculated for completed Schedule Activities as set forth in the Schedule of Values. The Schedule of Values also shall be used in determining the equitable value of deleted or added Work.

11.10.3 Developer may refine and submit to Owner proposed revisions to the Schedule of Values to subdivide Schedule Activities into multiple smaller Schedule Activities at any time, to provide additional detail/breakdown. The sum total of the portion of the D&C Contract Amount allocated among the proposed smaller Schedule Activities must equal the portion of the D&C Contract Amount allocated in the Schedule of Values to the applicable higher category of Schedule Activities. All such proposed revisions shall be subject to Owner review and acceptance.

11.10.4 Developer warrants and represents to Owner that the allocations of the D&C Contract Amount (including the Owner Allowances), commodity quantities and other resources to each of the Schedule Activities identified in the Schedule of Values (a) accurately reflect Developer's estimated costs for each Schedule Activity, (b) do not artificially or disproportionately inflate, imbalance, or front-load cost, overhead, contingency for risk, or profit respecting early Schedule Activities, and (c) are all-inclusive of direct and indirect costs, overhead, contingency for risks, and profit.

11.11 Cost Reimbursements

11.11.1 Subject to Section 11.11.2, Owner will reimburse Developer for:

(a) any direct costs that Owner is contractually obligated to reimburse Developer for under the Early Works Agreement (including the "**City's Entitlement Obligation**," as defined in the Early Works Agreement), up to a maximum aggregate amount of $1,980,000, provided that no Developer-Related Entity or AEG Entity shall have been reimbursed for such costs prior to the Effective Date; and

(b) any remaining eligible design costs and site due diligence costs incurred by Developer under the ENA, as assigned to Developer and amended, for which no

Developer-Related Entity or AEG Entity was reimbursed prior to the Effective Date, up to a maximum aggregate amount of $750,000.

11.11.2 Developer shall include in its invoice for the first Monthly Progress Payment after the Effective Date a request for payment of the aggregate amount of eligible costs under each of clause (a) and clause (b) of Section 11.11.1, together with detailed backup documentation reasonably satisfactory to Owner in support of such requested amounts. The amount of payment for such eligible costs shall be set out separately from any other amount requested in the invoice before totaling with such other amounts.

11.11.3 Cost reimbursements under this Section 11.11 are not included in the D&C Contract Amount.

11.12 Refund to Owner of Excess Payments; Flow Through of Contractor Payments to Developer

11.12.1 Notwithstanding any contrary provision of this Agreement, Developer shall refund to Owner any funds received by Developer from or on behalf of Owner, except in payment of the Development Fee that exceed amounts actually paid by Developer to Contractors, and any such excess amounts held by Developer shall be deemed to be held in trust Developer for the benefit of Owner.

11.12.2 Notwithstanding any contrary provision of this Agreement, Developer shall pay to Owner not less than the full amount of liquidated damages or other damages, claims or any payments whatsoever that belong to Owner under the Agreement, received from any Contractor, without offset or deduction.

11.12.3 Within 10 Business Days of any request by Owner at any time during the term of this Agreement, and in any event not later than 60 days after Final Completion, Developer shall render a full and detailed accounting to Owner of all payments and receipts for the purpose of determining any amounts owing to Owner pursuant to this Section 11.12. If any amounts are owing, payment shall be due no later than the date the accounting is due.

ARTICLE 12. OWNER CHANGE PROCESS; DEVELOPER CHANGE REQUESTS; DIRECTIVE LETTERS; DEVIATIONS

12.1 Owner Changes

12.1.1 Owner Right to Require Changes to the Work

12.1.1.1 Subject to Section 12.1.2 (Restrictions on Owner Changes) and in accordance with the procedure set forth in Section 1 of Exhibit 9 (Owner Change Procedures and Directive Letters), Owner may at any time make changes to the Work, including additions or reductions in the scope of the Work, or changes to the requirements applicable to the Work, changes in time, pace, sequencing, method or manner of performing the Work, and changes in Owner-furnished facilities, equipment, materials, services or Site, as it may direct in its sole discretion and without notice to or consent from any Surety (each, an "**Owner Change**"). An Owner Change also includes any other event that the Contract Documents expressly state shall be treated as an Owner Change.

12.1.1.2 Except for events that the Contract Documents expressly state shall be treated as an Owner Change, and except for Directive Letters directing Developer to implement an Owner Change, no document, including any field directive, shall be valid, effective or enforceable as an Owner Change unless expressly identified as a "Change Order" and signed by the Owner's Authorized Representative.

12.1.1.3 An Owner Change may include Work to be performed outside the Project Limits.

12.1.1.4 No Owner Change shall constitute a breach of the Contract Documents, invalidate the Contract Documents, or release any Surety from any liability arising out of the Contract Documents or the Payment Bond or Performance Bond. Developer agrees to perform the Work, as altered or changed by any Owner Change, as if it had been a part of the original Agreement.

12.1.1.5 Developer shall not be entitled to any additional compensation, time extension or other relief in connection with an Owner Change except to the extent granted in accordance with the applicable provisions of Articles 12 or 14 or otherwise agreed by Owner and Developer pursuant to Exhibit 9 (Owner Change Procedures and Directive Letters).

12.1.2 Restrictions on Owner Changes

Developer shall not be required to implement any Owner Change to the extent the Owner Change:

(a) Requires Work to be performed that violates applicable Law or any conditions of a Governmental Approval or would result in revocation of any Governmental Approval;

(b) Requires a new or amended Governmental Approval that is denied;

(c) Renders any Insurance Policy void or voidable;

(d) Materially and adversely affects the health and safety of any person; or

(e) would result in a material Delay that Owner determines, in its good faith discretion, cannot be mitigated by resequencing, working around or accelerating the Work.

12.1.3 Compensation and Contract Deadline Adjustment for Owner Changes

12.1.3.1 Developer shall be entitled to additional compensation, time extension or other relief in connection with an Owner Change only to the extent granted in accordance with the applicable provisions of Article 14 (Compensation and Other Relief for Relief Events).

12.1.3.2 Owner shall be entitled to 100% of:

(a) The estimated net cost savings, if any, attributable to the Change Order. Such net cost savings shall include the net reduction, if any, in labor, material, equipment and overhead costs associated with the Owner Change, and cost savings resulting from any shortening of Contract Deadlines based on a Time Impact Analysis or any shortening of the duration of the LA28 Exclusive Use Period; and

(b) The net effect, if any, of the Owner Change on shortening the Contract Deadlines based on a Time Impact Analysis or the duration of the LA28 Exclusive Use Period.

12.1.3.3 Net cost savings attributable to an Owner Change shall:

(a) Include the net reduction, if any, in labor, material, equipment and overhead costs associated with the Owner Change; and

(b) Take into account termination payments required to be made to employees of Developer or Contractors at or below the level of field supervisor reasonably and properly incurred as a direct result of the Owner Change.

12.1.3.4 Owner may elect to receive the net cost savings as an adjustment to the Monthly Progress Payments or as a credit against any other amounts owing to Developer, with such adjustment to be documented via executed Change Order.

12.2 Developer Change Requests

12.2.1 By submittal of a request (a "**Developer Change Request**") using a form approved by Owner, Developer may request Owner to approve:

(a) changes to the requirements of the Technical Requirements; or

(b) adjustments to the Project Limits.

12.2.2 The Developer Change Request shall state Developer's detailed estimate of net impacts (positive and negative) on costs and schedule attributable to the requested change, the effect (if any) of the requested change on Developer's performance of obligations under the Contract Documents and any other information related to carrying out the requested change. All price quotations in the Developer Change Request shall be firm for a period of not less than 60 days. If the requested change, combined with previous requested changes, evidences a delay equal to 10% or more of the Project Schedule, and if Owner so requests, Developer shall provide evidence that consent of the Sureties for the request has either been obtained or is not required, either by providing written consent from the Sureties or a certification from Developer that such consent is not required.

12.2.3 Owner may accept or reject any Developer Change Request proposed by Developer for any reason or for no reason in Owner's sole discretion. If Owner is prepared to accept a Developer Change Request, the Parties shall engage in good faith negotiations to reach agreement on the terms of a Change Order.

12.3 Compensation and Contract Deadline Adjustment for Developer Change Requests

12.3.1 Unless Owner agrees otherwise, Developer shall not be entitled to an increase in the D&C Contract Amount, Monthly Progress Payments or any other payments due from Owner as a result of a change to the Work proposed in the Developer Change Request.

12.3.2 Developer may submit a Developer Change Request to produce net savings (a **"Developer Net Savings Change Proposal**"). The Developer Net Savings Change Proposal shall be initiated, fully designed and developed, and identified as such by Developer. The Developer Net Savings Change Proposal must result in net savings in the D&C Contract Amount of $100,000 or more. Net savings are defined as the total savings in labor, material, equipment, overhead costs and markup associated with the Developer Net Savings Change Proposal, and

cost savings resulting from any shortening of Contract Deadlines proposed by Developer and accepted by Owner, less Owner's additional development and implementation costs. Any development and implementation costs of Developer-Related Entities shall be borne solely by Developer and shall not be included in the net savings calculation. Owner may accept or reject any Developer Net Savings Change Proposal proposed by Developer for any reason or for no reason, in Owner's sole discretion. If Owner accepts the Developer Net Savings Change Proposal, Owner will be entitled to 50% of:

(a) the net savings; and

(b) the effect, if any, of the Developer Change Request on shortening the Contract Deadlines.

12.3.3 Each Party may elect to receive its share of the net savings as an adjustment to the Monthly Progress Payments or as a credit against any other amounts owing the other Party.

12.4 Directive Letter

Owner may, at any time, in its sole discretion and without notice to or consent from any Surety, issue a Directive Letter to Developer in accordance with Section 2 of Exhibit 9 (Owner Change Procedures and Directive Letters).

12.5 Deviations

12.5.1 Developer may, in accordance with this Section 12.5, request Owner approval of certain minor variations from or changes to the Technical Requirements that do not impact schedule, costs, function, performance or safety ("**Deviations**"). Deviations may be approved by Owner on a "no-cost" basis, and in such event shall not require a Change Order. Any other change in the requirements of the Contract Documents shall require a Change Order.

12.5.2 Developer may apply for Owner approval of proposed Deviations by submitting a written request to Owner that:

(a) specifically identifies and labels the proposed Deviation;

(b) identifies the specific language within the Contract Documents to which the Deviation applies;

(c) if applicable, provides proposed revised language and specifies the exact circumstances and/or limitations in seeking the Deviation;

(d) if applicable, specifically describes the proposed variation from the subject Technical Requirements; and

(e) if applicable, identifies how the Deviation sought constitutes sound and safe practices consistent with Good Industry Practice and achieves Owner's applicable Safety Standards and criteria and does not jeopardize the quality, integrity, life-cycle performance, service performance or extreme event performance of the Project.

12.5.3 Owner may disapprove a requested Deviation for any reason, in Owner's sole discretion. In any response disapproving a requested Deviation, Owner shall inform Developer of its reason for disapproval. No request for a Deviation shall be deemed approved or be effective unless and until notice is provided to Developer in writing and signed by Owner's Authorized Representative. A Deviation approved by Owner as of the Effective Date is identified in Exhibit 22 (Approved Deviation).

12.5.4 Owner's failure to issue written approval of a Deviation within 15 Business Days after receipt of an application from Developer shall be deemed a disapproval of such application.

12.5.5 Except with respect to Deviation requests to rectify Technical Requirements described in Section 12.5 (Deviations), Owner's disapproval of a requested Deviation shall be final without any right to appeal under the Dispute Resolution Procedures.

12.5.6 Owner may elect to process the application as a Developer Change Request under Section 12.2 (Developer Change Requests) rather than as an application for a Deviation.

12.5.7 Owner approval of a Deviation does not relieve Developer of the obligation and risk to obtain any necessary approval from any applicable Third Party.

ARTICLE 13. RELIEF EVENT CLAIMS PROCESS

13.1 General

13.1.1 If a Relief Event occurs, subject to the limitations and exclusions provided in this Agreement, Developer may, in accordance the process set forth in this Article 13, seek additional compensation, time extension and/or other relief based on the entitlements for specific Relief Events set forth in Article 14 (Compensation and Other Relief for Relief Events). Time is of the essence in Developer's delivery of (a) Relief Event Notices and updates thereto; and (b) Relief Event Claims and updates thereto.

13.1.2 Sections 13.2 (Relief Event Notice), 13.3 (Mandatory Claim Records) and 13.4 (Relief Event Claim) shall not apply in the case of an Owner Change Request. Instead, Section 1 of Exhibit 9 (Owner Change Procedures and Directive Letters) shall apply.

13.2 Relief Event Notice

13.2.1 As a condition precedent to Owner granting any type of relief to Developer in connection with the occurrence of a Relief Event, Developer shall give written notice ("**Relief Event Notice**") of the occurrence of the Relief Event to Owner as soon as practicable, and in any event within 14 days of the date Developer has knowledge (including knowledge of any Contractor), or should have discovered in the exercise of reasonable prudence, that the Relief Event has caused or is likely to cause an entitlement under this Agreement.

13.2.2 The Relief Event Notice shall set forth, to the maximum extent of the information then available:

(a) a description of the Relief Event and its cause;

(b) the date on which the Relief Event began and its estimated duration;

(c) if the Relief Event will likely impact the Work, Developer's preliminary good faith estimate of any impacts on the Critical Path directly attributable to the Relief Event and the basis for such estimates, and Developer's preliminary good faith description of potential Delay Recovery Solutions;

(d) a summary of the consequences of the Relief Event and the expected impact on the performance of Developer's obligations under the Contract Documents;

(e) the actions Developer has taken and will take to mitigate the impact of the Relief Event on the Project, as required under Section 14.1.5.4 (Burden of Proof and Duty to Mitigate Consequences of any Relief Event);

(f) the type and amount of insurance that may be applicable and amounts that have been or are anticipated to be collected under such insurance; and

(g) the nature and scope of Developer's potential entitlement to additional compensation, time extension and any other relief under this Agreement and the basis under this Agreement for entitlement to relief.

13.2.3 If a single Relief Event is a continuing cause of delay or interference, only one Relief Event Notice is necessary.

13.2.4 Developer shall submit the Relief Event Notice on a standardized form approved by Owner and certify that the statements and information contained in such notice are true and accurate. Developer shall assign an exclusive identification number for each Relief Event Notice, using chronological sequencing. The exclusive identification number shall be used on each of the following corresponding documents: (a) Relief Event Claim; and (b) supplemental notices and submissions pertaining to the Relief Event Notice.

13.2.5 Owner may, at any time following receipt of a Relief Event Notice, request from Developer any further information that Owner may reasonably require, and Developer shall provide such information to Owner as and when provided in Section 13.5.1(d).

13.3 Mandatory Claim Records

Developer shall keep daily records of all labor, material and equipment costs incurred for operations affected by the Relief Event, including daily payroll records with names and classifications. Developer shall identify in such daily records each operation and specific location affected by the Relief Event. Owner may also keep records of all labor, material and equipment used on the operations affected by the Relief Event. Developer shall provide to Owner a copy of Developer's daily records on a weekly basis and shall be entitled to receive a copy of Owner's daily records, if any, upon written request. Copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

13.4 Relief Event Claim

13.4.1 As soon as practicable and in any event within 60 days after submittal of a Relief Event Notice, Developer shall submit to Owner a formal claim ("**Relief Event Claim**") for any Compensation Amount for Compensation Events and for any extension of time and any other requested relief relating to the Relief Event. Developer shall submit the Relief Event Claim on a standardized form approved by Owner, certify that the statements and information contained in

such claim are true and accurate, and shall include the following information, to the maximum extent then available:

(a) full details of the Relief Event, including its nature, the date of its occurrence, its duration (if the Relief Event and its effects have ceased) or estimated duration (if the Relief Event and its effects have not ceased), affected locations, involvement or impacts on Licensees (if any), and items of Work affected;

(b) identification of all pertinent information and documents relating to the Relief Event and the name of the person or persons making such material oral communications;

(c) identification of the particular provisions of this Agreement that are claimed to entitle Developer to the Compensation Amount, extension of time or other relief sought, and a statement that sets forth the reasons why such provisions entitle Developer to such relief;

(d) if a request for an extension of time, combined with previous extension requests, evidences a delay equal to 10% or more of the Substantial Completion Deadline, and if Owner so requests, evidence that consent of the Sureties for the requested extension of time has either been obtained or is not required, either by providing written consent from the Sureties or a certification from Developer that such consent is not required;

(e) where a request for an extension of time is made, a Time Impact Analysis consisting of an electronic data file (.xer) as well as exhibits and narrative, that (1) identifies Critical Path impacts (showing activity numbers, durations, predecessor and successor activities, all schedule logic revisions, duration changes, additions or deletions of activities, resources, costs and reasons why Float is not available), (2) analyzes all delays to the Critical Path that are not caused by Relief Events and are concurrent with the Delay to the Critical Path directly caused by the Relief Event, and (3) illustrates the effect of schedule changes or disruptions solely due to the Relief Event on the then-current Contract Deadlines. Submission of the Time Impact Analysis is required for approval of any request for time extension or acceleration costs in lieu thereof. In connection with its Time Impact Analysis, the Relief Event Claim shall include:

(i) a Project Schedule Update that complies with the requirements of Section 2.4.2.3 (Project Schedule Updates) of the Technical Requirements and compares the proposed new schedule to the Project Schedule or the Project Schedule Update closest in time prior to the event for which the extension is requested, as appropriate. The Project Schedule Update and Time Impact Analysis must demonstrate to Owner's reasonable satisfaction that the event or circumstance for which relief is being sought (A) is the sole and direct cause of a delay to the Critical Path and such delay is not concurrent with any delay that is not caused by a Relief Event, and (B) could not have reasonably been avoided by re-sequencing of the Work or other reasonable alternatives;

(ii) analysis and presentation of a range of potential Delay Recovery Solutions, if any, to reduce or avoid delay to the maximum extent possible as required under Article 15, and regarding the related time savings; and

(iii) a detailed, itemized estimate of the costs of each potential Delay Recovery Solution required under Article 15 and a comparison of the estimated costs of each such potential Delay Recovery Solution to the estimated Compensation Amount in the absence of Delay Recovery Solutions provided pursuant to clause (g) below;

(f) where the Relief Event caused loss, damage or destruction to any portion of the Project, the scope of necessary repair work, the proposed approach to performing the necessary repair work, and the projected costs of repair together with a supporting cost and resource-loaded repair schedule;

(g) a detailed, itemized estimate of any Compensation Amounts claimed for Compensation Events, subject to the following:

(i) any Incremental Costs claimed shall be broken down into the Incremental Costs categories identified in Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms), and all labor classifications considered for the Extra Work shall be presented; and

(ii) any Delay Costs claimed shall be broken down into a list of all extra costs actually incurred, including an explanation as to how those extra costs relate to the Delay and how they are being calculated and measured, identification of all Project employees for whom Delay Costs are being compiled, and identification of all manufacturer's numbers of all items of equipment for which Delay Costs are being compiled;

(h) where relief is sought under Section 14.1.1 (Defense to Certain Obligations), a description of the effect of the Relief Event on Developer's ability to perform any of its obligations under the Contract Documents that would otherwise result in the occurrence of a Developer Default, including details of the relevant obligations, the effect on each such obligation, the likely duration of that effect and the specific relief sought;

(i) Relief Event Claims for Relief Events described in clauses (f), (g), (h), (i) and (j) of the definition of Compensation Event shall be accompanied by a statement signed by a qualified professional:

(i) describing the investigations undertaken by Developer to determine Site conditions;

(ii) setting forth all relevant assumptions made by Developer with respect to the condition of the Site;

(iii) justifying the basis for such assumptions and explaining exactly how the existing conditions differ from those assumptions; and

(iv) stating the efforts undertaken by Developer to find alternative design or construction solutions to eliminate or minimize the problem and the associated costs;

(j) an explanation of the measures that Developer has previously taken to prevent or mitigate, and proposes to undertake to prevent or mitigate, the consequences of the Relief Event, as required under Section 14.1.5.4 (Burden of Proof and Duty to Mitigate Consequences of any Relief Event);

(k) the type and amount of insurance that may be applicable and amounts that have been or are anticipated to be collected under such insurance; and

(l) such other supporting documentation, explanation, elaboration or information as Owner may reasonably request. If Owner makes such a request, Developer shall provide such information to Owner as and when provided in Section 13.4.1(b).

13.4.2 A Relief Event Claim will not be considered if it does not have the same nature, scope (except for reductions) and circumstances, and basis of claim, as those specified in the Relief Event Notice and in any updates submitted in accordance with Section 13.5 (Updates and Supplemental Information).

13.4.3 For Relief Event Claims relating to clauses (f), (g), (h), (i), (j) and (u) of the definition of Compensation Event, or relating to Force Majeure Events, Developer shall be deemed to have waived the right to make a Claim with respect to the Relief Event to the extent that Owner is not afforded the opportunity to inspect or investigate except in circumstances where emergency action is necessary and precludes such prior inspection or investigation, all as determined by Owner in its reasonable discretion.

13.4.4 For Relief Event Claims relating to events described in clause (h) of the definition of Compensation Event, Developer shall be deemed to have waived the right to make a Claim with respect to the Relief Event to the extent that the Hazmat Consultant is not afforded the opportunity to inspect, investigate or otherwise perform the activities described in Section 7.7.1 (Hazardous Materials Management) except under the circumstances described in Section 7.7.1.5(a), all as determined by Owner in its reasonable discretion.

13.4.5 Neither the fact that Developer submits to Owner a Relief Event Claim, nor the fact that Owner orally discusses the Work in connection with a Relief Event Claim, shall in any way be construed as an agreement by Owner that a Relief Event has occurred or that the method of computing any compensation or extension of time, as applicable, is appropriate.

13.5 Updates and Supplemental Information

13.5.1 If all of the information required for a Relief Event Claim cannot reasonably be ascertained or furnished within the 60-day period set forth in Section 13.4.1, then:

(a) Developer shall, within such 60-day period, provide Owner with a specific schedule indicating when Developer expects to provide further details and supporting documentation pertaining to the Relief Event and the matters described in Section 13.4.1;

(b) Developer shall provide Owner with further details and supporting documentation as soon as possible after it receives such information or in accordance with the schedule provided to Owner, but in any event at least on a monthly basis by the last day of the month;

(c) Developer must finalize its submission of further details and supporting documentation not later than 120 days after submittal of a Relief Event Notice, except with respect to a Relief Event that is continuing beyond the 120-day period, in which case Developer must finalize its submission of further details and supporting documentation within 30 days after the Relief Event ceases; and

(d) If Owner makes a request as provided in Section 13.2.5 or 13.4.1(l), Developer shall provide such information within 10 days after such request or, if applicable, shall respond within 10 days explaining why the requested information is not available or explaining reasonable period of additional time within which Developer will provide the requested information.

13.5.2 Developer shall notify Owner as soon as the Relief Event has ceased and when performance of its affected obligations can be resumed.

13.5.3 Owner shall not be required to consider information submitted by Developer subsequent to submittal of the certified Relief Event Claim, except supplemental information provided within the time allowed in this Section 13.5. Owner will have the right to preclude admission of such information into evidence in any proceedings to resolve a Dispute over the Relief Event Claim.

13.6 Certification of Relief Event Claims

13.6.1 Any Relief Event Claim, including any Relief Event Claim filed on behalf of or having its source in a claim by the Design-Build Contractor or any Subcontractor or Supplier (each a "**Claiming Contractor**"), shall be accompanied by the applicable certification language set forth below signed by Developer's Authorized Representative, who shall have investigated and confirmed the truth and accuracy of the matters set forth in such certification.

"I hereby certify under penalty of perjury that I am Developer's Authorized Representative and that I have reviewed the Relief Event Claim presented herewith on Developer's behalf and/or on behalf of [insert Design-Build Contractor's, Subcontractor's or Supplier's name(s)] and that the following statements are true and correct:

1) Prior to delivering the Relief Event Notice and again prior to delivering the Relief Event Claim, Developer independently assessed and verified the claim, demand or request, including as to relief entitlement and amounts, from the Claiming Contractor on whose behalf the Relief Event Claim is submitted; and

2) The facts alleged in or that form the basis for the Relief Event Claim are true and accurate; and

3) Developer does not know of any facts or circumstances, not alleged in the Relief Event Claim, that by reason of their not being alleged render any fact or statement alleged in the Relief Event Claim materially misleading; and

4) Developer has, with respect to any request for additional monetary compensation for costs already incurred and included in the Relief Event Claim, reviewed the job cost records (including those maintained by Developer and any Claiming Contractor) provided by the Claiming Contractor on whose behalf the Relief Event Claim is submitted with respect to Extra Work, acceleration and Delay Costs, as applicable, and confirmed that the costs sought by the Claiming Contractor were in fact incurred in the amounts and for the reasons alleged in the Relief Event Claim; and

5) Developer has, with respect to any request for extension of time or claim of Relief Event Delay, disruption, hindrance or interference already incurred and included in the Relief Event Claim, reviewed the Project Schedule as most recently updated by Project Schedule Updates and other job schedules (including those maintained by Developer and by any Claiming Contractor) and confirmed that such delay, disruption, hindrance or interference was 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, and was solely attributable to the Relief Event, as alleged in the Relief Event Claim; and

6) Developer has, with respect to any request for (i) additional monetary compensation for costs yet to be incurred and included in the Relief Event Claim, diligently assessed and estimated such costs by applying the terms and conditions of the Agreement, including those set forth in Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms), and (ii) extension of time or Relief Event Delay yet to be incurred and included in the Relief Event Claim, diligently assessed and estimated the amount of Delay to the Critical Path solely attributable to the alleged Relief Event Delay by applying the terms and conditions of the Agreement and exercising its obligations under the Agreement to mitigate; and

7) Developer has not received monetary compensation or time extension from Owner for, nor has Developer previously released Owner from, any portion of the Relief Event Claim.

All capitalized terms used in this certification have the meanings given to such terms in the Project Agreement dated as of **[DATE]**, 2025 between the City of Los Angeles and AEG Plenary Conventions Los Angeles LLC."

13.6.2 Any Relief Event Claim filed on behalf of or having its source in a claim by a Claiming Contractor shall also be accompanied by the following certification of the Claiming Contractor with respect to the relief sought by such Claiming Contractor, signed by a responsible managing officer of the Claiming Contractor who has the authority to sign Contracts on its behalf, and who shall have investigated and/or confirmed the truth and accuracy of the matters set forth in such certification.

"I hereby certify under penalty of perjury that I am a managing officer or otherwise authorized representative of [insert Contractor's name] and that I have reviewed the Relief Event Claim presented herewith on Contractor's behalf and/or on behalf of [insert Design-Build Contractor's, Subcontractor's or 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 Relief Event Claim are true and accurate to the best of Contractor's knowledge and belief after exercising due diligence; and

2) Contractor does not know of any facts or circumstances, not alleged in the Relief Event Claim, that by reason of their not being alleged render any fact or statement alleged in the Relief Event Claim materially misleading; and

3) Contractor has, with respect to any request for additional monetary compensation for costs already incurred and included in the Relief Event Claim, reviewed the job cost records (including those maintained by any Subcontractor) with respect to Extra Work, acceleration and Delay Costs, as applicable, and confirmed that such costs incurred by Contractor were in fact incurred in the amounts and for the reasons alleged in the Relief Event Claim; and

4) Contractor has, with respect to any request for extension of time or claim of Relief Event Delay, disruption, hindrance or interference alleged in or that forms the basis for the Relief Event Claim, reviewed the Project Schedule as most recently updated by Project Schedule Updates and other job schedules (including those maintained by any Subcontractor) and confirmed that such delay, disruption, hindrance or interference was 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 Relief Event Claim; and

5) Contractor has, with respect to any request for (i) additional monetary compensation for costs yet to be incurred and included in the Relief Event Claim, diligently assessed and estimated such costs by applying the terms and conditions of the Agreement, including those set forth in Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms), and (ii) extension of time or Relief Event Delay yet to be incurred and included in the Relief Event Claim, diligently assessed and estimated the amount of Delay to the Critical Path solely attributable to the alleged Relief Event Delay by applying the terms and conditions of the Agreement and exercising its obligations under the Agreement to mitigate; and

6) Contractor has not received monetary compensation or time extension from Owner or Developer for, nor has Contractor previously released Owner or Developer from, any portion of the Relief Event Claim.

All capitalized terms used in this certification have the meanings given to such terms in the Project Agreement dated as of **[DATE]**[3], 2025 between the City of Los Angeles and AEG Plenary Conventions Los Angeles LLC."

13.6.3 At such time as Developer submits its final supplemental information (if any) in accordance with Section 13.4.1, Developer shall submit to Owner re-certifications in the form and content required by Sections 13.6.1 and 13.6.2.

13.6.4 Submission of certifications in accordance with this Section 13.6 is a condition precedent to the City's consideration of or decision on the Relief Event Claim and to the filing and maintenance of any Dispute Resolution Procedures to enforce or recover remedies under the

[3] Insert date.

Relief Event Claim. To the fullest extent permissible by applicable Laws, failure to submit such required certifications along with the Relief Event Claim shall result in the Relief Event Claim being returned to Developer without any decision, and shall waive Developer's right to pursue the Relief Event Claim either on its own behalf or on behalf of any Contractor or Supplier.

13.7 Delay in Notification

Failure to submit a timely and properly documented Relief Event Notice, Relief Event Claim or any other information required under this Article 13 shall constitute waiver by Developer of the right to make any claim for additional compensation, extension time or other relief with respect to the Relief Event.

13.8 Owner Response to Relief Event Claim

Within 45 days after receipt of a Relief Event Claim submitted in full in accordance with Section 13.4 (Relief Event Claim) and after any updates and supplemental information is provided, if applicable, Owner shall issue a written determination as to the extent, if any, to which it concurs with Developer's request (including reasons). Owner's failure to respond to full and final documentation of a Relief Event Claim within such 45-day period shall constitute Owner's rejection of such Relief Event Claim.

13.9 Agreement or Dispute

13.9.1 The agreement of the Parties as to the specific compensation, time extension and/or other relief to be given Developer on account of a Relief Event shall be evidenced by a written amendment to the Contract Documents, duly executed by both Parties, shall include all pertinent information, references, arguments, and data to support the claim, including updated analyses, descriptions, actual amounts and impacts (including, with respect to any request for an extension of time, information required under Section 13.4.1(e), updated to reflect actual amounts and impacts), and shall include any other documentation covering the same scope of information as required for the request for specific relief. Owner may require that such written amendment be in the form of a Change Order.

13.9.2 If the Parties are unable to agree as to the specific compensation, time extension and/or other relief to be given Developer on account of a Relief Event, Owner shall pay or grant, as applicable, any undisputed portion of compensation, time extension and/or other relief, and either Party may refer the matter to the Dispute Resolution Procedures. If Owner rejects the Relief Event Claim, Developer may refer the matter to the Dispute Resolution Procedures.

13.9.3 If Owner or Developer determines, after engaging in good faith negotiations, that continuation of such negotiations is not likely to resolve the matters in dispute, then, except as otherwise provided in Section 13.7 (Delay in Notification), either Party may initiate the Dispute Resolution Procedures.

ARTICLE 14. COMPENSATION AND OTHER RELIEF FOR RELIEF EVENTS

14.1 Entitlement to Relief

If a Relief Event occurs, subject to the requirements of Articles 12, 13 and 14 and any limitations and exceptions expressly provided in this Agreement, Developer may be entitled to the following types of relief:

(a) defense to certain obligations, as described in Section 14.1.1 (Defense to Certain Obligations);

(b) extension of Contract Deadlines, as described in Section 14.1.3 (Extension of Contract Deadlines); and

(c) Incremental Costs, as described in Section 14.1.4 (Incremental Costs).

14.1.1 Defense to Certain Obligations

Subject to the provisions of this Article 14 and any limitations and exceptions expressly provided in this Agreement, if a Relief Event occurs and for so long as the Relief Event is continuing:

(a) Developer shall be entitled to relief from Developer Default, provided that such relief shall apply only to the extent that the Relief Event would otherwise have caused such Developer Default; and

(b) to the extent that Developer is unable to comply with the Contract Documents, applicable Laws or Governmental Approvals as a direct result of the Relief Event, Developer shall be excused from its obligation to comply with such requirements.

14.1.2 Not Used

14.1.3 Extension of Contract Deadlines

14.1.3.1 Subject to the provisions of this Article 14 and any limitations and exceptions expressly provided in this Agreement, if a Relief Event Delay occurs during the term of this Agreement, Developer is entitled to an extension of:

(a) the Substantial Completion Deadline, solely to the extent that Developer demonstrates in accordance with Section 14.1.3.3 that (i) all Float is used or consumed and (ii) the Relief Event Delay delays achievement of Substantial Completion beyond the then current Substantial Completion Deadline;

(b) the Long Stop Date, commensurate with the extension of the Substantial Completion Deadline pursuant to Section 14.1.3.1(a); and

(c) the Final Completion Deadline, solely to the extent that Developer demonstrates in accordance with Section 14.1.3.3 that (i) all Float is used or consumed and (ii) the Relief Event Delay delays achievement of Final Completion beyond the then current Final Completion Deadline.

14.1.3.2 For clarity, the Olympics Readiness Deadline is a fixed deadline and shall not be extended due to occurrence of Relief Events or for any other reason.

14.1.3.3 Developer is not entitled to an extension of the Contract Deadlines to the extent that a Relief Event Delay is concurrent with delay to the Critical Path attributable to any cause that is not a Relief Event.

14.1.3.4 If Delay Recovery Solutions are implemented pursuant to Article 15, Developer's right to extension of Contract Deadlines (other than the Olympics Readiness Deadline) shall be limited to the period of Delay that cannot be avoided by the Delay Recovery Solutions.

14.1.3.5 If Owner has not made a full determination as to the amount of time extension of a Contract Deadline to be granted and the Parties are unable to agree as to the amount of extension (if any) to be reflected in the Project Schedule Update, then:

(a) Developer shall reflect that amount of time extension (if any) in the Project Schedule Update as determined to be appropriate by Owner for interim purposes;

(b) Any such interim determination by Owner will not be binding upon either Party;

(c) After Owner has made a final determination as to any time extension, the next Project Schedule Update shall reflect Owner's final decision;

(d) If Developer disputes Owner's final decision, the Project Schedule Updates shall nevertheless reflect Owner's final decision until the Dispute is finally resolved; and

(e) Once the Dispute is finally resolved, Developer shall issue a Project Schedule Update consistent with the final resolution of the Dispute.

14.1.4 Incremental Costs

14.1.4.1 Subject to the provisions of this Article 14 and any limitations and exceptions expressly provided in this Agreement, if a Compensation Event occurs, Developer is entitled to the Incremental Costs incurred by any Contractor as determined in accordance with Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms).

14.1.4.2 For Compensation Events requiring Hazardous Materials Management, Incremental Costs will include the costs of Contracts entered into in accordance with Section 7.7.1.6 without duplication of Base Incremental Costs and Markup on Base Incremental Costs, subject to the limitations set forth in Section 14.1.5.2.

14.1.4.3 Developer is not entitled to:

(a) any Incremental Costs incurred by Developer in connection with Relief Events; or

(b) any Incremental Costs incurred by any Developer-Related Entity in connection with Delay Events;

provided, however, that the terms of this Section 14.1.4.3 shall not limit Developer's entitlement to such Incremental Costs incurred by Design-Build Contractor in connection with Compensation Events solely on a pass-through basis with no markup, and subject to all applicable terms, conditions and limitations.

14.1.5 Additional Conditions and Limitations

14.1.5.1 General Limitations

Developer is not entitled to:

(a) any kind of relief whatsoever from a Relief Event to the extent that the Relief Event or consequences of the Relief Event arose out of (i) any breach of contract by a Developer-Related Entity, (ii) any act or omission by a Developer-Related Entity that is inconsistent with the Contract Documents or Governmental Approvals, or (iii) any negligence, recklessness, willful misconduct, fraud or violation of Laws by any Developer-Related Entity;

(b) any kind of relief whatsoever from a Relief Event to the extent that the Relief Event or consequences of the Relief Event could reasonably have been avoided by any Developer-Related Entity; or

(c) any claim that a Relief Event relieves Developer from compliance with any Safety Compliance Order (provided that Developer shall still be entitled to seek relief under clause (q) of the definition of Compensation Event in connection with the cost of complying with any Safety Compliance Order).

14.1.5.2 Limitations Regarding Hazardous Materials

(a) With respect to clause (h) of the definition of Compensation Event (discovery or Release of Hazardous Materials), Developer is not entitled to compensation for:

(i) any Incremental Costs, including administrative or overhead costs or profit of Developer or any Contractor, relating to remediation of Hazardous Materials, except for reasonable costs and reasonable profit of its specialty Contractor retained in accordance with Section 7.7.1.6 to perform the remediation work;

(ii) costs incurred or extensions of time for investigation and characterization of Hazardous Materials;

(iii) costs incurred or extensions of time with respect to any discovery of Hazardous Materials within Additional Properties or Temporary Areas; and

(iv) costs incurred or extensions of time with respect to any discovery of Hazardous Materials if Owner and the Hazmat Consultant are not afforded the opportunity to inspect the area before Developer takes any action that would inhibit Owner and the Hazmat Consultant's ability to ascertain, based on a site inspection, the nature and extent of the Hazardous Materials, except for Developer's emergency actions necessary to stabilize and contain a sudden release or otherwise required by Law to immediately address the emergency.

(b) If (i) the Hazardous Materials are contained in soils or other solid materials or objects that may lawfully be returned to trenches or other areas of excavation, and (ii) the excavation of such contaminated soils or other solid materials or objects is

undertaken for any purpose or reason other than the fact of contamination, then the Compensation Amount for which Owner is liable shall be limited to the reasonable incremental increase in out-of-pocket costs incurred in handling such contaminated soils, materials and objects in excess of the out-of-pocket costs Developer would incur to handle the same if they did not contain Hazardous Materials.

(c) If the Hazardous Materials are contained in soils or other solid materials or objects that are removed from the location where found for any purpose or reason other than the fact of contamination, then the Compensation Amount for which Owner is liable shall be limited to the reasonable incremental increase in out-of-pocket costs incurred to excavate, handle, contain, haul, transport, remove, remediate and dispose of the soils or other solid materials or objects in excess of the out-of-pocket cost Developer would incur to do the same if they did not contain Hazardous Materials.

14.1.5.3 Qualifying Change in Law

(a) Owner shall be entitled to:

(i) 100% of the estimated net cost savings, if any, attributable to any Qualifying Change in Law. Such net cost savings shall include the net reduction, if any, in labor, material, equipment and overhead costs associated with the Qualifying Change in Law, and cost savings resulting from any shortening of the scheduled Substantial Completion Date and Final Completion Date, and a credit to Owner for markup for profit on such cost savings; and

(ii) shorten the Contract Deadlines by the estimated time savings on the Critical Path attributable to a Qualifying Change in Law.

(b) If there are net cost savings from a Qualifying Change in Law, Owner may elect to receive the savings as an adjustment to the D&C Contract Amount and as a credit against Monthly Progress Payments or any other amounts owing to Developer.

14.1.5.4 Burden of Proof and Duty to Mitigate Consequences of any Relief Event

(a) Developer bears the burden of proving: (i) the occurrence of a Relief Event and entitlement to any Compensation Amount, extension of time or other relief for such event; and (ii) Developer's compliance with its mitigation obligations under this Section 14.1.5.4. Regarding extension of time, Developer also bears the burden of proving that the claimed extension could not be avoided or reduced through Delay Recovery Solutions.

(b) Developer shall take all steps reasonably necessary to prevent, avoid or mitigate the consequences of any Relief Event, including (i) all steps that would generally be taken in accordance with Good Industry Practice, (ii) analyzing, developing and implementing Delay Recovery Solutions in accordance with Article 15. Any compensation, time extension or other relief to which Developer is entitled under this Article 14 shall be adjusted to account for the effect of the mitigation measures which were or should have been taken by Developer.

(c) Without limiting the effect of Section 14.1.5.4(b), Developer is not entitled to compensation or a time extension for Relief Event Delays that could have been reasonably avoided through Delay Recovery Solutions (subject to allowable costs of Delay Recovery Solutions set forth in Section 15.3).

14.1.5.5 Sole Entitlement

The Compensation Amounts, time extensions and any other relief granted in accordance with this Article 14 represent Developer's sole and exclusive right to compensation, time extension or any other relief for any adverse financial, schedule or other effects of any Relief Event that may occur during the term of this Agreement. Developer acknowledges and agrees that such relief is reasonable under the circumstances in compliance with California Public Contract Code section 7102. Developer is not entitled to the relief provided for in this Article 14 or otherwise for any event that is not specifically identified in the definition of Relief Event. Developer unconditionally and irrevocably waives the right to any claim for any additional monetary compensation, time extension and/or any other relief with respect to the occurrence of any Relief Events, except to the extent granted in accordance with Articles 12, 13 and 14. The foregoing waiver encompasses all theories of liability, whether in contract, tort (including negligence), strict liability, equity, *quantum meruit* or otherwise, and encompasses all theories to extinguish contractual obligations, including impracticability, mutual or unilateral mistake, superior knowledge, and frustration of purpose.

14.1.5.6 Waiver

As a condition precedent to Owner's obligation to pay any compensation, grant an extension of time or provide any other relief, Developer shall execute a full, unconditional, irrevocable waiver and release, in favor of and in a form reasonably acceptable to Owner, of any other Claims, Losses or rights to relief arising out of such Relief Event that is not the subject of a Dispute. Without limiting the foregoing, Owner may elect to require that such waiver and release include provisions comparable to those set forth in Section 1.3.4 of Exhibit 9 (Owner Change Procedures and Directive Letters).

14.2 Insurance

Any entitlement of Developer to compensation with respect to a Relief Event shall be net of:

(a) all insurance proceeds received by any Developer-Related Entity pursuant to any Insurance Policy in connection with such Relief Event;

(b) any amounts which Developer is deemed to have self-insured in connection with such Relief Event; and

(c) any other insurance proceeds received by any Developer-Related Entity in connection with the Relief Event.

If Developer receives proceeds from insurance policies that are not Insurance Policies in respect of a risk allocated to Developer under this Agreement, the direct cost of such insurance for the applicable policy period shall be credited to Developer before the calculation described above is made.

14.3 Method of Payment of Compensation for Compensation Events

14.3.1 Any additional compensation due for a Compensation Event shall be in the form of: (a) multiple payments over the term of this Agreement; (b) progress or other payments invoiced as Work is completed; (c) an up-front lump sum payment; or (d) any combination of the above, as determined by Owner in its sole discretion. If Owner elects to compensate Developer by multiple payments over the term of this Agreement, and Developer demonstrates to Owner's reasonable satisfaction that Developer has made good faith efforts to finance its cash flow based on such payment method but is unable to do so, Owner shall compensate Developer through progress or other payments invoiced as Work is completed or by an up-front lump sum payment, at Owner's election in its sole discretion.

14.3.2 If Owner chooses to make multiple payments over the term of this Agreement to compensate Developer for any additional compensation due for a Compensation Event, the proposed adjustments to payments between the Parties shall be calculated such that Developer receives interest at the Late Payment Rate for any such payments that are made later than when payment would be due under this Agreement as a progress payment for Work completed.

14.3.3 Owner shall provide Developer with prompt written notice of the method chosen for paying Developer for the amounts owed under this Article 14. If Owner elects to pay for such amounts by multiple periodic payments, progress payments, or a lump sum payment, Developer shall submit an invoice, in a format acceptable to Owner, for the amount of each such payment, and Owner will make payment of all undisputed amounts to Developer, less the applicable Retainage, within 30 days of receipt of a proper invoice.

14.4 Open Book Basis

Developer shall provide Owner with all data, documents and information, and shall conduct all discussions and negotiations, pertaining to a claimed Relief Event on an Open Book Basis.

14.5 Force Majeure Events

14.5.1 Effect of Force Majeure on Obligations

During the occurrence and continuance of any Force Majeure Event, (a) Developer will be excused from certain of its obligations in accordance with Section 14.1.1 (Defense to Certain Obligations), (b) Owner shall be excused from performing those of its obligations to the extent that Owner is prevented from carrying out such obligations by that Force Majeure Event, and (c) neither Party shall be excused from performing its payment obligations contemplated under the Contract Documents (except as may be specifically provided otherwise in this Agreement).

14.5.2 Notification and Consultation

Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including the date of its commencement, evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect. As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable efforts to agree on the effects, and appropriate terms to mitigate the effects, of the Force Majeure Event and facilitate the continued performance of this Agreement.

14.6 Public Contract Code Section 7104

Information regarding site conditions included in the Contract Documents and Reference Documents (including any information, reports, or studies about site conditions, geotechnical conditions, Utilities or structure and bridge design, and any interpretations, extrapolations, analyses and recommendations contained therein) other than the Geotechnical Report, Hazmat Report and Utilities Survey shall not be considered "indicated" therein as such term is used in Public Contract Code section 7104(a)(2). Information regarding site conditions included in the Contract Documents and Reference Documents (including any information, reports, or studies about site conditions, geotechnical conditions, Utilities or structure and bridge design, including the Geotechnical Report, Hazmat Report and Utilities Survey, and any interpretations, extrapolations, analyses and recommendations contained in any such any information, reports, or studies) shall be considered known physical conditions for purposes of Public Contract Code section 7104(a)(3). Developer acknowledges and agrees that the cost and time required to perform Hazardous Materials Management with respect to Known or Suspected Hazardous Materials is included in the D&C Contract Amount and the Baseline Project Schedule. To the maximum extent permitted by Law, Developer knowingly, unconditionally, irrevocably and specifically waives each and every right and benefit of Public Contract Code section 7104 to the extent that it may be inconsistent with any provision of the Contract Documents. Developer acknowledges and agrees that this waiver and the risk allocations set forth in the Contract Documents are material consideration for Owner to enter into this Agreement with Developer.

14.7 Public Contract Code Section 7105(a)

Developer agrees and acknowledges that the requirements of Public Contract Code section 7105(a) are satisfied by the provisions of this Agreement pertaining to compensation due to Earthquakes. To the maximum extent permitted by Law, Developer knowingly, unconditionally, irrevocably and specifically waives each and every right and benefit of Public Contract Code section 7105(a) to the extent that it may be inconsistent with any provision of the Contract Documents. Developer acknowledges and agrees that this waiver and the risk allocations set forth in the Contract Documents regarding Earthquakes are material consideration for Owner to enter into this Agreement with Developer.

14.8 Government Code Section 4215

Inaccurate Utility Information shall be considered to entirely encompass "utility facilities not indicated in plans and specifications with reasonable accuracy" as such phrase is used in Government Code section 4215. Accordingly, Developer acknowledges and agrees that the provisions of Article 14 (Compensation and Other Relief for Relief Events) of this Agreement satisfy Owner's obligations pursuant to Government Code section 4215. To the maximum extent permitted by Law, Developer knowingly, unconditionally, irrevocably and specifically waives each and every right and benefit of Government Code section 4215 to the extent that it may be inconsistent with any provision of the Contract Documents. Developer acknowledges and agrees that this waiver and the risk allocations set forth in the Contract Documents regarding Utility Adjustments are material consideration for Owner to enter into this Agreement with Developer.

14.9 Credit for Owner

Developer acknowledges and agrees that if Section 14.7 or Section 14.8 is deemed ineffective, Owner shall be entitled to a credit against the D&C Contract Amount and Monthly Progress

Payments equal to the actual costs incurred by Owner to cause performance of the obligations and satisfaction of the liabilities from which Developer is thereby relieved.

ARTICLE 15. DELAY RECOVERY SOLUTIONS

15.1 For Olympics Readiness

The Parties acknowledge and agree that avoiding delay to Olympic Readiness and avoiding extension of the Olympic Readiness Deadline are critical to Owner and its objective to achieve Olympic Readiness. Accordingly, in all circumstances involving a Delay to achieving Olympic Readiness by the Olympic Readiness Deadline, including a claim for Relief Event Delay, Developer shall prioritize analysis, development and implementation of measures for accelerating activities on the Critical Path or re-sequencing, re-scheduling and otherwise recovering from such Ddelay (collectively, "**Delay Recovery Solutions**") that will entirely avoid or, if entire avoidance is not possible using Good Industry Practice, maximally reduce such Delay, while, in the case of Relief Event Delay, minimizing additional costs to Owner of potential Delay Recovery Solutions. Developer shall actively and closely cooperate with Owner to identify Delay Recovery Solutions that will achieve the foregoing objectives.

15.2 Owner Order for Delay Recovery Solutions

If a Project Schedule Update indicates that Developer will not achieve the Olympics Readiness Deadline for any reason that does not entitle Developer to extension of the Olympics Readiness Deadline, then Owner may order Developer to analyze, develop and implement Delay Recovery Solutions, or to implement Delay Recovery Solutions specified by Owner, in order to restore ability to achieve the Olympics Readiness Deadline. Developer shall diligently carry out any such order.

15.3 Cost of Delay Recovery Solutions

The costs of Delay Recovery Solutions implemented by Developer in accordance with this Article 15 are:

(a) Allowable as an Incremental Cost in the case of Relief Event Delay, provided they are minimized as required by Section 15.1;

(b) Not allowable as an Incremental Cost in the case of any Relief Event Delay that is concurrent with delay not attributable to a Relief Event; and

(c) Not allowable as an Incremental Cost in the case of delay not attributable to a Relief Event.

ARTICLE 16. DEFAULT; REMEDIES

16.1 Default by Developer; Cure Periods

16.1.1 Developer Default

Developer shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each a "**Developer Default**"):

(a) Developer fails, or fails to cause Design-Build Contractor, to (i) satisfy all of the conditions set forth in Exhibit 15A (Conditions to NTP 1) within 30 days of the Effective Date, (ii) commence non-Construction Work within 10 days of issuance of NTP 1, (iii) satisfy all of the conditions set forth in Exhibit 15B (Conditions to NTP 2) within 80 days of issuance of NTP 1, (iv) commence Construction Work within 10 days of issuance of NTP 2, or (v) diligently prosecute the Work to completion in accordance with the Contract Documents;

(b) Developer abandons all or a material part of the Project, which abandonment is deemed to occur if (i) Developer demonstrates through statements, acts or omissions an intent not to continue, for any reason other than a Relief Event that materially impairs Developer's ability to continue, to design or construct all or a material part of the Project; or (ii) no significant Work (taking into account the Project Schedule, if applicable, and any Relief Event) on the Project is performed for a continuous period of more than 45 days unless due to Developer's compliance with an Owner suspension order issued under this Agreement;

(c) Developer fails to achieve Substantial Completion by the Long Stop Date;

(d) (i) Developer fails to make any payment owing to Owner under the Contract Documents when due, or (ii) the Design-Build Contractor fails to make undisputed payments when due to Contractors, Suppliers, Utility Owners or other parties for labor, equipment, materials or property in accordance with the Design-Build Contract, its contracts with such other parties, or applicable Laws;

(e) (i) Any representation or warranty in the Contract Documents made by Developer is false in any material respect, materially misleading or inaccurate in any material respect when made or omits material information when made, or (ii) any certificate, schedule, report, instrument or other document delivered by or on behalf of Developer, any Affiliate or any Prime Contractor to Owner as part of the process for obtaining Owner's approval of and execution of this Agreement or under the Contract Documents is false in any material respect, materially misleading or inaccurate in any material respect when made or omits material information when made;

(f) Developer fails to obtain, provide and maintain, or fails to cause the Design-Build Contractor to obtain, provide and maintain, any insurance, bonds, guaranties, letters of credit or other payment or performance security as required under the Contract Documents for the benefit of relevant parties, or Developer fails to comply, or fails to cause the Design-Build Contractor to comply, with any requirement of the Contract Documents pertaining to the amount, terms or coverage of the insurance or security or fails to pay the associated premiums, deductibles, retain self-insured retentions, co-insurance or any other such amounts as and when due;

(g) (i) Developer makes, attempts to make or suffers a voluntary or involuntary assignment or transfer of all or any portion of the Contract Documents, the Project or Developer's Interest in violation of the limitations on assignment or transfer under this Agreement, (ii) there occurs an Equity Transfer or a Change of Control not permitted under this Agreement,(iii) any other violation of the limitations on

assignment or transfer under this Agreement occurs, or (iv) there occurs any violation of the prohibitions on assignment, transfer, equity transfer or change of control set forth in Section 2(b) of Exhibit 14A (Key Contract Provisions);

(h) Developer fails in any material respect to timely observe or perform, or cause to be observed or performed, any covenant, agreement, obligation, term or condition required to be observed or performed by Developer under the Contract Documents other than those addressed in the other subsections of this Section 16.1.1, including failure in any material respect to perform the Design Work, Construction Work or any portion thereof in accordance with the Contract Documents. Without limiting the foregoing, any failure by Developer to comply, or cause the Design-Build Contractor to comply, with Section 9.13 shall be deemed a Developer Default under this clause (h);

(i) Developer, any Affiliate, any Prime Contractor, or any of their respective partners, members, officers, directors, responsible managing officers, or responsible managing employees, has been convicted in a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in California Public Contract Code section 1101, with any public entity, as defined in California Public Contract Code section 1100, provided that, if the conviction relates to an Affiliate, a Prime Contractor, or any of their or Developer's respective partners, members, officers, directors, responsible managing officers, or responsible managing employees, (i) such Person is involved in the Project at the time of such conviction and (ii) Developer fails to remove such Person from the Project;

(j) Developer fails, or fails to cause Design-Build Contractor, to comply with Owner's order to suspend Work issued in accordance with the Contract Documents within the time, if any, allowed in such order or to otherwise suspend Work as required pursuant to the terms of the Contract Document;

(k) Developer commences a voluntary case seeking liquidation, reorganization or other relief with respect to Developer or Developer's debts under any U.S. or foreign bankruptcy, insolvency or other similar Law; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its, or any substantial part of its, assets; becomes insolvent, or generally does not pay its debts as they become due; provides notice of its inability to pay its debts; makes an assignment for the benefit of creditors; or takes any action to authorize any of the foregoing;

(l) An involuntary case is commenced against Developer seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to such Developer or Developer's debts under any U.S. or foreign bankruptcy, insolvency or other similar Law; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; seeking the issuance of a writ of attachment, execution, or similar process; or seeking like relief, and such involuntary case shall not be contested by it in good faith or shall remain undismissed and unstayed for a period of 60 days;

(m) (i) In any voluntary or involuntary case seeking liquidation, reorganization or other relief with respect to Developer or its debts under any U.S. or foreign bankruptcy, insolvency or other similar Law, this Agreement or any of the other Contract Documents, is rejected, including a rejection under 11 U.S.C. Section 365 or any successor statute; or (ii) in any voluntary or involuntary case seeking liquidation, reorganization or other relief with respect to the Design-Build Contractor or its debts under any U.S. or foreign bankruptcy, insolvency or other similar Law, the Design-Build Contract, is rejected, including a rejection under 11 U.S.C. Section 365 or any successor statute, unless Developer, with Owner's prior written approval, enters into a replacement design-build contract on the same terms with a reputable design-build contractor that has equivalent or better experience and qualifications for the Project as the Design-Build Contractor;

(n) Any voluntary or involuntary case or other act or event described in clause (k) or (l) above shall occur (and in the case of an involuntary case shall not be contested in good faith or shall remain undismissed and unstayed for a period of 60 days) with respect to (i) any Equity Member, partner or joint venture member of Developer, or (ii) any Equity Member, partner or joint venture member of Developer for whom transfer of ownership or management authority would constitute a Change of Control;

(o) Any voluntary or involuntary case or other act or event described in clause (k) or (l) above or (p) below shall occur with respect to the Design-Build Contractor, any joint venture member of the Design-Build Contractor, or any DB Parent Guarantor unless, as applicable: (i) with respect to the Design-Build Contractor, Developer, with Owner's prior written approval, enters into a replacement design-build contract on the same terms with a reputable design-build contractor that has equivalent or better experience and qualifications for the Project as the Design-Build Contractor, (ii) with respect to any joint venture member, the Design-Build Contractor, with Owner's prior written approval, replaces such member with another contractor with equivalent or better experience and financial strength as the original joint venture member and the remaining joint venture member remains jointly and severally liable under the replacement design-build contract and joint venture agreement, or (iii) with respect to any DB Parent Guarantor, Developer delivers to Owner a replacement guaranty from a reputable and financially sound entity reasonably acceptable to Owner, in any case within 90 days, or such longer period as agreed with Owner (in its sole discretion), after the inception of the voluntary or involuntary case or other act or event;

(p) Developer, any Affiliate or any Prime Contractor (i) is, after exhaustion of all rights of appeal, disqualified, suspended or debarred (distinguished from ineligibility due to lack of financial qualifications) from bidding, proposing or contracting with any federal, state or Owner department or agency, or (ii) enters into an agreement for voluntary exclusion from bidding, proposing or contracting with any federal, state or Owner department or agency;

(q) Developer fails, or fails to cause Design-Build Contractor, to comply with applicable Governmental Approvals or Laws, including the Laws described in Exhibit 16 (Federal, State, and City Requirements), in any material respect;

(r) any use of the Project by any Developer-Related Entity that violates requirements of applicable Governmental Approvals or Laws or otherwise is not permitted under the Contract Documents;

(s) Developer breaches any provisions of Section 9.1 (City Verification of Contractors) or Section 9.2 (Contractor Participation, Substitutions, and Additions);

(t) Developer or any of its Affiliates violates Section 11.2.5;

(u) Any Design-Build Contractor default under the Design-Build Contract to the extent not a Developer Default under clauses (a) through (s) of this Section 16.1.1; or

(v) Developer fails in any material respect to timely observe or perform, or cause to be observed or performed, any covenant, agreement, obligation, term or condition required to be observed or performed by Developer under a Key Contract to which Developer is a party.

16.1.2 Cure Periods

The following list identifies Developer's rights to receive notice and opportunity to cure before Owner may exercise its right to terminate this Agreement or enforce its Performance Bond in accordance to Section 16.2.6 (Performance and Payment Security), and identifies other Developer Defaults that are not subject to cure:

(a) respecting a Developer Default under Section 16.1.1(a), 16.1.1(b), 16.1.1(d), 16.1.1(f), 16.1.1(g) or 16.1.1(o), a cure period of 30 days after Owner delivers to Developer Notice of Developer Default; provided that Owner may effect cure, at Developer's expense, if a Developer Default under Section 16.1.1(f) continues beyond five days after such notice is delivered;

(b) respecting a Developer Default under Section 16.1.1(e), 16.1.1(h), 16.1.1(i), 16.1.1(p) other than with respect to Developer, 16.1.1(q) or 16.1.1(r), a cure period of 30 days after Owner delivers to Developer Notice of Developer Default; provided that:

(i) if the nature of such Developer Default is such that the cure cannot with diligence be completed within such time period and Developer has commenced meaningful steps to cure immediately after receiving the default notice, Developer shall have such additional period of time, up to a maximum cure period of 120 days, as is reasonably necessary to diligently effect cure;

(ii) as to Section 16.1.1(e), cure will be regarded as complete when the adverse effects of the breach are cured; and

(iii) as to Section 16.1.1(i) or 16.1.1(p) other than with respect to Developer, cure will be regarded as complete when Developer removes such Person from the Project, provides a replacement and receives any approval of the replacement required by the Contract Documents.

(c) respecting a Developer Default under Section 16.1.1(k), 16.1.1(l), 16.1.1(m), 16.1.1(p) with respect to Developer or 16.1.1(t), no cure period is allowed, and there shall be no right to notice of such Developer Default;

(d) respecting a Developer Default under Section 16.1.1(c) or 16.1.1(j), no cure period is allowed;

(e) respecting a Developer Default under Section 16.1.1(s), a cure period of 10 days;

(f) respecting a Developer Default under Section 16.1.1(n), a period of 10 days from the date of Developer Default to commence diligent efforts to cure, and 30 days to effect cure of such default by providing a replacement Equity Member satisfactory to Owner;

(g) respecting a Developer Default under Section 16.1.1(u), a cure period that is the lesser of (i) the applicable cure period, if any, under the Design-Build Contract (and no cure period, if none is allowed under the Design-Build Contract), and (ii) 30 days after Developer delivers to Design-Build Contractor a Notice of Developer Default; and

(h) respecting a Developer Default under Section 16.1.1(v), a cure period of ten days less than the applicable cure period available to Developer under the terms of the Key Contract.

16.2 Owner Remedies for Developer Default

16.2.1 Termination

In the event of a Developer Default, Owner may terminate this Agreement as provided in Section 17.3 (Termination for Developer Default).

16.2.2 Immediate Owner Entry and Cure of Wrongful Use

Without notice and without awaiting lapse of the period to cure, in the event of any Developer Default under Section 16.1.1(r) (wrongful use of Project), Owner may enter and take control of the relevant portion of the Project to restore the permitted uses and reopen and continue operations for the benefit of the public, until such breach is cured or Owner terminates this Agreement. Developer shall pay to Owner on demand Owner's Recoverable Costs in connection with such action, which payment will be reimbursed by Owner if a determination is ultimately made that no Developer Default occurred, promptly following such a determination. So long as Owner undertakes such action in good faith, even if under a mistaken belief in the occurrence of such a Developer Default, such action shall not be deemed unlawful or a breach of this Agreement, shall not expose Owner to any liability to Developer, other than the reimbursement obligation described above, and shall not entitle Developer to any other remedy except if Owner's action constitutes gross negligence, recklessness or willful misconduct. Developer acknowledges that Owner has a high priority, paramount public interest in maintaining the authorized uses of the Project and continuous access to the Project. Owner's good faith determination that such action is needed shall be deemed conclusive in the absence of clear and convincing evidence to the contrary. Owner will promptly relinquish control and possession of the relevant portion of the Project to Developer once Owner determines that such Developer Default has been cured.

16.2.3 Remedies for Failure to Meet Safety Standards or Perform Safety Compliance

16.2.3.1 If at any time Developer or its Surety fails to meet any Safety Standard or timely perform Safety Compliance or if Owner and Developer cannot reach an agreement regarding the interpretation or application of a Safety Standard or the valid issuance of a Safety Compliance Order within a period of time acceptable to Owner, Owner may undertake or direct Developer to undertake any work required to ensure implementation of and compliance with Safety Standards as interpreted or applied by Owner or with the Safety Compliance Order.

16.2.3.2 Notwithstanding anything to the contrary contained in this Agreement and without limiting Owner's other rights and remedies under this Agreement, Owner shall have the rights and remedies specified in Section 16.2.3.3 if, in the good faith judgment of Owner:

(a) Developer has failed to meet any Safety Standards or perform Safety Compliance and the failure results in an Emergency or danger to persons or property; or

(b) An Emergency or danger to persons or property exists and Developer is not diligently taking all necessary steps to rectify or deal with such Emergency or danger; or

(c) a condition or deficiency of the Project violates any Law respecting health, safety or right of use and access, including the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., and regulations of the United States Occupational Safety and Health Administration (OSHA).

16.2.3.3 Upon the occurrence of any event described in Section 16.2.3.2, Owner may without notice and without awaiting lapse of the period to cure any breach:

(a) immediately take such action as may be reasonably necessary to rectify the occurrence or circumstance; or

(b) suspend Work and/or close or cause to be closed any and all portions of Project affected by the occurrence or circumstance.

16.2.3.4 Subject to Section 16.2.3.6, to the extent that any work other than Safety Compliance done under Section 16.2.3.1 or 16.2.3.3 is undertaken by Owner, Developer shall pay to Owner on demand, the costs of such work including Owner's Recoverable Costs in connection with such work, plus interest thereon at the Late Payment Rate from and after each date Owner incurs any such excess cost until the date paid. In such event, Owner (whether it undertakes the work or has directed Developer to undertake the work) shall have no obligation or liability to compensate Developer for any Losses Developer suffers or incurs arising from, resulting to or resulting from such work.

16.2.3.5 If Owner undertakes work under Section 16.2.3.1 or 16.2.3.3 to perform a validly issued Safety Compliance Order, then Developer shall pay to Owner on demand, the excess, if any, of Owner's direct and indirect costs, including Owner's Recoverable Costs, in connection with such work over the costs it would incur had Developer performed such work, plus interest thereon at the Late Payment Rate from and after each date Owner incurs any such excess cost until the date paid.

16.2.3.6 To the extent that Owner requires Developer to perform Work under Section 16.2.3.1 or 16.2.3.3 that is not reasonably necessary to comply with Safety Standards, to comply with validly issued Safety Compliance Orders, or to correct a violation of Law respecting health, safety or right of use and access, such requirement shall be considered an Owner Change, and Developer's obligation to pay Owner's Recoverable Costs shall not include Owner's costs relating to the Owner Change.

16.2.3.7 So long as Owner undertakes any action under Section 16.2.3.3 in good faith, even if under a mistaken belief in the occurrence of such failure or existence of an Emergency or danger, such action shall not be deemed unlawful or a breach of this Agreement, shall not expose Owner to any liability to Developer except to the extent expressly provided in Section 16.2.3.6, and shall not entitle Developer to any other remedy, except if Owner's action was undertaken in bad faith or constitutes gross negligence, recklessness or willful misconduct.

16.2.3.8 Developer acknowledges that Owner has a high priority, paramount public interest in protecting public and worker safety at the Project and adjacent areas. Owner's good faith determination of the existence of an event or circumstance described in Section 16.2.3.2 shall be deemed conclusive in the absence of clear and convincing evidence to the contrary. Immediately following rectification of such Emergency or danger, as determined by Owner, Owner will allow the Work to continue or such portions of the Project to reopen, as applicable.

16.2.4 Owner Step-in Rights

16.2.4.1 If Developer has not fully and completely cured a Developer Default by the expiration of the applicable cure period, if any, Owner may, in accordance with the terms and conditions of this Section 16.2.4, pay and perform all or any portion of Developer's obligations under the Contract Documents or Key Contract that are the subject of such Developer Default.

16.2.4.2 Upon exercising its rights pursuant to Section 16.2.4.1, Owner may immediately upon written notice to Developer, to the extent necessary to cure a Developer Default:

(a) perform or attempt to perform, or cause to be performed, such Work;

(b) employ security guards and other safeguards to protect the Project;

(c) spend such sums as Owner deems reasonably necessary to employ and pay such architects, engineers, consultants and contractors and obtain parts, supplies, materials, equipment, commodities and consumables as may be required to perform such Work, without obligation or liability to Developer or any Contractors for loss of opportunity to perform the same Work or supply the same items;

(d) in accordance with Section 16.2.6 (Performance and Payment Security), draw on and use proceeds from the Performance Bond and any other available security or source of funds available to Developer for the purposes set forth in this Section 16.2.4.2 including amounts held in any account[4], to the extent such instruments or sources provide recourse to pay such sums, provided Owner's right

[4] APCLA to please provide a paper confirming its proposed bank account structure, the flow of City funds to PWJV accounts, and the City's position in the event of a bankruptcy of the APCLA entity or a failure to remit funds to PWJV. City will review this along with PWJV remedies for failure to pay under the Design-Build Contract.

to access amounts held in an account shall not include a security interest in such funds;

(e) execute all applications, certificates and other documents as may be required;

(f) make decisions respecting, assume control over and continue Work as may be reasonably required;

(g) terminate any contractual arrangements in Developer's Contracts in Owner's sole discretion, without liability for termination fees, costs or other charges in accordance with the terms of those Contracts, including the requirements for each Contract listed in Section 9.6.2 (Key Contract Provisions);

(h) meet with, coordinate with, direct and instruct Contractors and Suppliers, process invoices and applications for payment from Contractors and Suppliers, pay Contractors and Suppliers, resolve claims of Contractors and Suppliers, and negotiate and execute change orders with Contractors and Suppliers;

(i) take any and all other actions it may consider necessary to effect cure and perform the Work; and

(j) prosecute and defend any action or proceeding incident to the Work.

16.2.4.3 Developer shall reimburse Owner on demand for its Recoverable Costs incurred in connection with the performance of any act or work authorized by this Section 16.2.4. In lieu of reimbursement, Owner may elect, in its sole discretion, to deduct such amounts from any amounts payable to Developer under this Agreement.

16.2.4.4 In addition to its continuing ownership of the Site and rights to have access to the Site throughout the term of this Agreement, including the rights described in Section 6.6 (Coordination, Cooperation and Access), Owner and its Authorized Representatives, contractors, subcontractors, vendors and employees shall have the right to enter onto all Temporary Areas, exercisable at any time or times without notice, for the purpose of carrying out Owner's step-in rights under Section 16.2.2 (Immediate Owner Entry and Cure of Wrongful Use) and this Section 16.2.4. Developer grants Owner a perpetual, non-rescindable right of entry onto the Temporary Areas for such purpose.

16.2.4.5 Except to the extent caused by the gross negligence, recklessness or willful misconduct of Owner, Owner and its Authorized Representative(s), contractors, subcontractors, vendors and employees shall have no liability to Developer for (a) the sufficiency, adequacy or quality of any such payment or performance undertaken pursuant to this Section 16.2.4, (b) any effect of such payment or performance on the Work or the Project, or (c) any inconvenience or disturbance arising out of any entry onto the Site or Temporary Areas in exercising the rights under Section 16.2.2 (Immediate Owner Entry and Cure of Wrongful Use) or this Section 16.2.4.

16.2.4.6 Owner's rights under this Section 16.2.4 (but not Owner's rights under Section 16.2.2 (Immediate Owner Entry and Cure of Wrongful Use)) regarding Owner's immediate right of entry and right to cure wrongful use of the Project) are subject to the right of any Surety to assume performance and completion of all bonded work under a Performance Bond.

16.2.4.7 If Owner takes action described in this Section 16.2.4 and it is later finally determined that Owner lacked the right to do so because there did not occur a Developer Default or because Developer had previously fully cured the default in accordance with this Agreement, then Owner's action shall be treated as an Owner Change.

16.2.5 Damages; Offset

16.2.5.1 Except as limited by Owner's agreement to liquidate certain damages as specified in this Agreement, and subject to the limitations in Section 16.6 (Limitation on Consequential Damages), Owner shall be entitled to recover any and all damages available at law on account of the occurrence of a Developer Default. Developer shall owe any such damages that accrue after the occurrence of Developer Default regardless of when Notice of Developer Default is given or whether Developer Default is subsequently cured.

16.2.5.2 Owner may deduct and offset any damages or other amounts owing to it under the Contract Documents from and against any amounts Owner may owe to Developer, including Monthly Progress Payments, Owner Allowances and Retainage. Such right to deduct and offset damages shall survive termination of this Agreement.

16.2.5.3 If the amount of damages owing to Owner from Developer is not liquidated or known with certainty at the time the payment is due, Owner may deduct and offset up to 105% of the amount it reasonably estimates will be due, in which case the Parties shall adjust such deduction or offset when the amount of damages owing to Owner becomes known with certainty, with interest at the Late Payment Rate payable by Owner on excess amounts withheld and interest at the same rate payable by Developer on any shortfall from and after the date of the excess offset or the inception of the shortfall until the date paid.

16.2.5.4 Owner's right of offset includes all amounts paid by Owner to satisfy, discharge and defend against any claim of lien, stop notice, equitable lien or any other demand for payment or security made or filed with Owner, Owner's property or the Project by any Person claiming that any Developer-Related Entity has failed to perform its contractual obligations or to make payment for any obligation incurred for or in connection with the Work, provided that no such offset shall be made if Developer has filed surety bonds fully releasing Owner and Owner's property from such claim or lien under applicable Law.

16.2.5.5 Damages owed to Owner under this Section 16.2.5 shall bear interest at the Late Payment Rate from and after the date any amount becomes due to Owner until the date paid.

16.2.6 Performance and Payment Security and Retainage

16.2.6.1 Subject to Section 16.2.6.2, upon the occurrence of a Developer Default and expiration, without full and complete cure, of the applicable cure period, if any, under Section 16.1.2 (Cure Periods), without waiving or releasing Developer from any obligations or limiting other remedies that may be available to Owner, Owner may make demand upon and enforce any Performance Bond, and make demand upon, draw on and enforce and collect any letter of credit, guaranty or other payment or performance security (including Retainage) available to Owner under this Agreement with respect to such Developer Default in any order. Owner will apply the proceeds of any such action to the satisfaction of Developer's obligations under this Agreement, including payment of amounts due to Owner.

16.2.6.2 Owner will notify Developer at the same time or promptly after Owner takes any action to make demand upon, draw on, enforce or collect any Performance Bond or guaranty.

16.2.7 Suspension of Work

16.2.7.1 In addition to any other right to suspend the Work under the Contract Documents, Owner may suspend all or part of the Work by notice to Developer if Developer fails to cure and correct, within the applicable cure period available to Developer (if any), including cure periods under Section 16.1.2, the following:

(a) failure to perform the Work in compliance with the Contract Documents, where such failure is not substantially cured within 15 days after Owner delivers notice thereof to Developer;

(b) failure to comply with any Law or Governmental Approval (including failure to implement protective measures for Threatened or Endangered Species, failure to handle, preserve and protect paleontological and cultural (including archaeological and historic) resources, or failure to handle Hazardous Materials, in accordance with applicable Laws and Governmental Approvals);

(c) performance of Design Work before achieving all conditions in Section 7.4.3 (Commencement of Non-Construction Work), or performance of Construction Work before all conditions precedent to commencement of Construction Work have been met;

(d) discovery of Nonconforming Work not corrected within 15 days after Owner delivers notice of such Nonconforming Work to Developer or, if correction will require more than 15 days, failure of Developer to deliver to Owner, within 15 days of said notice, a plan acceptable to Owner for correction of the Nonconforming Work or to diligently execute and complete such plan;

(e) failure to pay in full when due sums owing to any Contractor or Supplier for services, materials or equipment, except only for Retainage provided in the relevant Contract and amounts in dispute;

(f) failure to provide proof of required insurance coverage under Section 10.1.2.4 (Verification of Coverage);

(g) failure to deliver or maintain Payment Bonds or Performance Bonds;

(h) the existence of conditions unsafe for workers, other Project personnel, Users or the general public, including conditions arising from failures to comply with Safety Standards or perform Safety Compliance in accordance with Section 16.2.3 (Remedies for Failure to Meet Safety Standards or Perform Safety Compliance) (and in any such case the order of suspension may be issued without awaiting any cure period);

(i) failure to carry out and comply with Directive Letters, where such failure is not substantially cured within 15 days after Owner delivers notice thereof to Developer; and

(j) for the reasons specified in Sections 9.11.7, 10.1.2.4(c) and 16.2.3.4.

16.2.7.2 In addition to the protections from liability under Section 16.2.3.7, Owner shall have no liability to Developer, and Developer shall have no right to make any Claim against Owner, due to any suspension under Section 16.2.7.1.

16.2.7.3 Owner shall have the right and authority to order suspension of Work, in whole or in part, for reasons other than those in Section 16.2.7.1. If Owner purports to order suspension of Work under Section 16.2.7.1 but it is finally determined under the Dispute Resolution Procedures that no grounds under Section 16.2.7.1 exist for such suspension, then it shall be deemed a suspension under this Section 16.2.7.3. Neither the LA28 Exclusive Use Period nor any implementation of an accepted LA28 Olympics Readiness Intervention Plan or any of the plans required under Section 2 of the Technical Requirements shall constitute a suspension under this Section 16.2.7.3.

16.2.7.4 Developer shall promptly comply with any such suspension order, even if Developer disputes the grounds for suspension. Developer shall promptly recommence the Work upon receipt of notice from Owner directing Developer to resume work. Owner will lift the suspension order promptly after Developer fully cures and corrects the applicable breach or failure to perform or any other reason for the suspension order ceases to apply.

16.2.7.5 In case of suspension of work for any cause, Developer shall be responsible for the Project and shall take such precautions as may be necessary to prevent loss or damage to the materials, equipment and Work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at Developer's expense.

16.2.8 Other Rights and Remedies

Owner shall also be entitled to exercise any other rights and remedies available under this Agreement, or available at law or in equity.

16.2.9 Cumulative, Non-Exclusive Remedies

Each right and remedy of Owner under this Agreement shall be cumulative and shall be in addition to every other right and remedy of Owner. The exercise or beginning of the exercise by Owner of any one or more of any of such rights or remedies shall not preclude the simultaneous or later exercise by Owner of any or all other such rights or remedies.

16.3 Default by Owner; Cure Periods

16.3.1 Owner Default

Owner shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each a "**Owner Default**"):

(a) Owner fails to make any payment due to Developer under this Agreement within 30 days following written notice thereof from Developer to Owner, provided that such payment is not subject to a Dispute;

(b) The City fails to appropriate funds for monetary obligations of Owner under this Agreement, as a direct result of which Owner is unable to make payment to Developer as would otherwise be required under this Agreement; or

(c) any representation or warranty made by Owner under Section 19.2 (Owner Representations and Warranties) is false, misleading or inaccurate in any material respect when made or omits material information when made.

16.3.2 Cure Periods

Owner shall have the following cure periods to cure Owner Defaults:

16.3.2.1 Respecting an Owner Default under Section 16.3.1(a) or (b), a period of 60 days after Developer delivers to Owner notice of the Owner Default; and

16.3.2.2 Respecting an Owner Default under Section 16.3.1(c), a period of 90 days after Developer delivers to Owner notice of the Owner Default; provided that:

(a) if the Owner Default is of such a nature that the cure cannot with diligence be completed within such time period and Owner has commenced meaningful steps to cure promptly after receiving the default notice, Owner shall have such additional period of time, up to a maximum cure period of 180 days, as is reasonably necessary to diligently effect cure; and

(b) cure will be regarded as complete when the adverse effects of the breach are cured.

16.4 Developer Remedies for Owner Breach

16.4.1 Termination and Suspension

16.4.1.1 Refer to Section 17.4 (Developer Rights to Terminate) for provisions regarding Developer's right to terminate for Owner Default.

16.4.1.2 Developer shall have no right to suspend Work due to Owner Default or other Owner breach, except that Developer may suspend Work based on Owner's failure to pay undisputed amounts owing to Developer of $1,000,000 or more, subject to the following:

(a) At least 30 days before implementing the suspension, Developer shall deliver to Owner written notice referring to this Section 16.4.1.2, stating Developer's grounds to suspend Work, and stating Developer's intent to suspend;

(b) Developer may implement the suspension only if such failure remains uncured as of the suspension date;

(c) A suspension by Developer under this Section 16.4.1.2 shall be deemed to be a suspension of Work ordered by Owner for its convenience; and

(d) The suspension order shall be deemed lifted and Developer shall immediately resume Work upon Developer's receipt of payment in full of all undisputed amounts owing as stated in the notice to Owner.

16.4.2 Limitations on Remedies

16.4.2.1 Developer shall have no right to seek, and irrevocably waives and relinquishes any right to, non-monetary relief against Owner, except for (a) any sustainable action for relief available in mandamus, (b) any sustainable action to stop, restrain or enjoin use, reproduction, duplication, modification, adaptation or disclosure of Developer Intellectual Property in violation of the licenses granted, or to specifically enforce Owner's duty of confidentiality, under Section 21.5 (Intellectual Property), (c) declaratory relief under the Dispute Resolution Procedures declaring the rights and obligations of the Parties under the Contract Documents, or (d) declaratory relief under the Dispute Resolution Procedures declaring specific terms that shall bind the Parties.

16.4.2.2 If Owner wrongfully withholds an approval or consent required under this Agreement, or wrongfully issues an objection to or disapproval of a Submittal or other matter under this Agreement, Developer's sole remedies against Owner shall be compensation and, if applicable, extensions of time, each to the extent provided in Articles 13 and 14. Developer shall have no right to suspend Work.

16.4.3 Remedies at Law and in Equity

Subject to Section 16.4.2 (Limitations on Remedies) and except as specifically provided otherwise in this Agreement, upon breach of this Agreement by Owner, Developer may exercise any remedies available at law or in equity.

16.5 No Duplicative Payment

Notwithstanding any other provisions of this Agreement to the contrary, neither Party shall be entitled to recover compensation or make a claim under this Agreement with respect to any loss that it has incurred to the extent that it has already been compensated with respect to that loss under this Agreement or otherwise.

16.6 Limitation on Consequential Damages

16.6.1 Subject to Section 16.6.2, to the maximum extent allowed by Law, neither Party shall be liable to the other for punitive damages or indirect or incidental or consequential damages relating to this Agreement. This limitation shall apply to actions brought under any theory of law, including actions in tort (including negligence) as well as in contract.

16.6.2 The foregoing limitation shall not apply to or limit Owner's right of recovery respecting the following:

(a) Losses to the extent covered by (i) the proceeds of insurance required to be carried under Section 10.1 (Insurance), (ii) the proceeds of insurance actually carried by or insuring Developer under policies solely with respect to the Project and the Work, regardless of whether required to be carried under Section 10.1, or (iii) an obligation for Developer to self-insure the Loss as provided in Section 10.1.4.4;

(b) Losses arising out of fraud, criminal conduct, intentional misconduct, recklessness, bad faith or gross negligence on the part of any Developer-Related Entity;

(c) Losses arising out of a Developer Release;

(d) Developer's indemnities set forth in this Agreement (other than those set forth in Section 10.5.1.1(a) with respect to an act or omission of any Developer-Related Entity, to the extent provided in Section 16.6.2(e), and those set forth in Section 10.6.2), to the extent any such remedies relate to claims, causes of action or Losses asserted by or awarded to Third Parties;

(e) Developer's indemnity set forth in Section 10.5.1.1(a) with respect to an act or omission of any Developer-Related Entity, but solely to the extent that it is not an act or omission that falls under any other portion of Developer's indemnities set forth in Section 10.5.1.1(a), any other provision of Section 10.5.1.1 or any other indemnities of Developer set forth elsewhere in this Agreement, to the extent any such remedies relate to claims, causes of action or Losses asserted by or awarded to Third Parties arising from damage to persons or property of a Third Party and not from a Third Party contract to which Developer is not a party (excepting those recoverable pursuant to Section 16.6.2(f) for Owner Financial Loss);

(f) Developer's indemnities set forth in Section 10.6.2;

(g) Developer's obligation to pay liquidated damages in accordance with the Contract Documents, and including the liquidated damages set forth in Section 10.6; and

(h) amounts Developer may owe or be obligated to reimburse to Owner under the express provisions of the Contract Documents, including Owner's Recoverable Costs, interest, late charges, fees, transaction fees and charges, penalties and similar charges.

ARTICLE 17. TERMINATION

17.1 Termination for Convenience; Condemnation

17.1.1 Owner may terminate this Agreement in whole, but not in part, if Owner determines in its sole discretion that termination is in Owner's best interest (a "**Termination for Convenience**").

17.1.2 Owner may exercise a Termination for Convenience by delivering to Developer a notice of Termination for Convenience specifying the election to terminate and its effective date, which shall not be earlier than 30 days after the date of delivery of such notice.

17.1.3 In the event of a Termination for Convenience, Owner shall pay compensation to Developer in an amount (without double counting) equal to:

(a) Developer Employee and Contractor Breakage Costs; minus

(b) Insurance Proceeds.

17.1.4 If Owner confiscates, sequesters, condemns or appropriates Developer's Interest or any material part thereof, then this Agreement shall be deemed terminated and Owner shall pay compensation to Developer in the amount described in Section 17.1.3.

17.2 Termination for Extended Relief Events or Insurance Unavailability

17.2.1 Notice of Conditional Election to Terminate – Extended Relief Events

Either Party may deliver to the other Party notice of its conditional election to terminate this Agreement ("**Notice of Conditional Termination**") if an Extended Relief Event has occurred and:

(a) The Notice of Conditional Termination is delivered before the Substantial Completion Date;

(b) Developer could not have mitigated or cured such result through the exercise of diligent efforts;

(c) Such result is continuing at the time of delivery of the written notice;

(d) The written notice sets forth in reasonable detail a description of the Extended Relief Event, a description of the direct result and its duration, and a statement that the notifying Party's intends to terminate this Agreement; and

(e) Only where Developer seeks to terminate, Developer's continuing Delay Costs are not required to be insured under this Agreement and in fact are not insured (not counting Delay Costs subject to deductibles or self-insured retentions).

17.2.2 No Right to Termination Election

Notwithstanding the foregoing, if following the occurrence of any Extended Relief Event that results in damage or partial destruction of the Project:

(a) the conditions listed in Section 17.2.1 are satisfied;

(b) insurance proceeds are available to fund work required to remedy the effects of the Extended Relief Event; and

(c) the Parties agree to a restoration plan in respect of such work required to remedy the effect of the Extended Relief Event,

then neither Party shall have the right to elect to terminate this Agreement pursuant to Section 17.2.1.

17.2.3 Developer Options Upon Owner Notice

17.2.3.1 If Owner delivers a Notice of Conditional Termination, Developer shall have the option either to accept such notice or to continue this Agreement in effect by delivering to Owner notice of Developer's choice not later than 30 days after Owner delivers its notice. If Developer does not deliver such notice within such 30-day period, then Developer shall be deemed to have accepted Owner's election to terminate this Agreement.

17.2.3.2 If Developer delivers timely notice under Section 17.2.3.1 choosing to continue this Agreement in effect, then:

(a) Owner shall have no obligation to compensate Developer for any costs of restoration, repair or replacement arising out of the Extended Relief Event and incurred after the date on which Owner gives written notice of conditional election to terminate under this Section 17.2, except as provided in Section 17.2.3.2(b);

(b) If the Extended Relief Event occurred before the Substantial Completion Date and resulted in a Relief Event Delay, Developer shall be entitled to an extension of the applicable deadlines in accordance with Section 14.1.3 (Extension of Contract Deadlines); and

(c) This Agreement shall continue in full force and effect and Owner's election to terminate shall not take effect.

17.2.4 Owner Options Upon Developer Notice

17.2.4.1 If Developer delivers a Notice of Conditional Termination, including an estimate (with supporting documentation) of the compensation that would be paid or reimbursed to Developer under Section 17.2.4.2, Owner shall have the option either: (a) to accept such notice; or (b) to continue this Agreement in effect if Owner in its reasonable discretion determines that the Project can be completed or re-opened, as applicable, on a commercially reasonable basis. Owner shall exercise such option by delivering to Developer written notice of Owner's choice not later than 30 days after Developer delivers its Notice of Conditional Termination. If Owner does not deliver such written notice within such 30-day period, then it shall be conclusively deemed to have accepted Developer's election to terminate this Agreement.

17.2.4.2 If Owner delivers timely written notice under Section 17.2.4.1 choosing to continue this Agreement in effect, then:

(a) subject to Section 14.1.5.4 (Burden of Proof and Duty to Mitigate Consequences of any Relief Event), Owner shall be obligated to pay or reimburse Developer an amount equal to (without double-counting):

(i) the Incremental Costs directly caused by the Extended Relief Event which are incurred after the date Developer delivers its written notice of conditional election to terminate;

(b) Developer's rights under Section 14.1.1 (Defense to Certain Obligations) shall continue to apply to the Relief Event until the damages produced by such Extended Relief Event are compensated as provided in this Agreement and the restoration works are completed;

(c) this Agreement shall continue in full force and effect, without prejudice to Owner's right to subsequently issue a notice of Termination for Convenience pursuant to Section 17.1; and

(d) Developer's election to terminate pursuant to such Notice of Conditional Termination shall not take effect.

17.2.5 No Waiver

No election by Developer under Section 17.2.3 (Developer Options Upon Owner Notice) or by Owner under Section 17.2.4 (Owner Options Upon Developer Notice) to continue this Agreement in effect shall prejudice or waive such Party's right to thereafter, at any time, give a Notice of Conditional Termination to terminate with respect to the same or any other Extended Relief Event.

17.2.6 Termination for Insurance Unavailability

If insurance required under the Contract Documents is not available as a result of Insurance Unavailability and Owner does not elect to allow for use of an alternative insurance package as described in Section 10.1.2.12, Owner may deliver to Developer notice of its election to terminate this Agreement for Insurance Unavailability and the effective date of the termination, which shall not be earlier than 30 days after the date of delivery of such notice. In the event of a termination for Insurance Unavailability, Owner shall pay compensation to Developer calculated in accordance with Section 17.2.8 (Termination Compensation for Extended Relief Events and Insurance Unavailability).

17.2.7 Concurrent Notices

If Owner and Developer deliver concurrent Notices of Conditional Termination under this Section 17.2, Developer's notice shall prevail. Notices shall be deemed to be concurrent if each Party sends its notice before actually receiving the notice from the other Party. Knowledge of the other Party's notice obtained before actual receipt of the notice shall have no effect on determining whether concurrent notice has occurred.

17.2.8 Termination Compensation for Extended Relief Events and Insurance Unavailability

If either Party accepts, or is deemed to accept, the other Party's conditional election to terminate under Section 17.2.3 or Section 17.2.4, as applicable, then this Agreement shall be deemed terminated on an Early Termination Date that is 30 days after the date of acceptance or deemed acceptance of the conditional election to terminate; and Developer will be entitled to compensation calculated as follows (calculated at the Early Termination Date and without double-counting):

(a) Developer Employee and Contractor Breakage Costs; minus

(b) Insurance Proceeds.

17.3 Termination for Developer Default

17.3.1 Developer Defaults Triggering Owner Termination Rights

If any Developer Default occurs and has not been cured within the applicable cure period, if any, set out in Section 16.1.2 (Cure Periods), Owner may terminate this Agreement with immediate effect upon written notice to Developer.

17.3.2 Amounts Owing to Owner

If Owner issues a notice of termination of this Agreement due to a Developer Default directly or indirectly, in whole or in part, caused by or attributable to the act or omission of the Design-Build Contractor, then Developer, Design-Build Contractor, DB Parent Guarantors and the Sureties shall be jointly and severally liable to Owner for the following amounts, which Owner may deduct from any amounts payable by Owner to Developer in accordance with Section 16.2.5.2 (all subject to the limitation set forth in Section 10.7.1 and Developer's right to dispute such amounts under the Dispute Resolution Procedures):

(a) all Losses incurred by Owner or any party acting on Owner's behalf in completing the Work or having the Work completed by another Person, including the Costs to Complete or remediate uncompleted Work (plus an administrative charge equal to 10% of such costs), any re-procurement costs and throw away costs for unused portions of the completed Work;

(b) all costs and charges incurred by Owner, including attorneys', accountants' and expert witness fees and costs;

(c) the costs incurred by Owner or any party acting on Owner's behalf to repair Nonconforming Work plus an administrative charge equal to 10% of such costs;

(d) all unliquidated advance or other payments made by Owner to or on behalf of Developer applicable to the terminated portion of this Agreement;

(e) the amount of any claim which Owner may have against any Developer-Related Entity in connection with this Agreement;

(f) the aggregate of reimbursements owing to Owner;

(g) any liquidated damages;

(h) 150% of the amounts Owner deems advisable to retain, in its reasonable discretion, to cover any existing or threatened claims, Liens and stop payment notices of Subcontractors, laborers or other Persons, including claims by Utility Owners;

(i) any other Losses that have accrued;

(j) any amounts due or payable by Developer to Owner; and

(k) any other damages, as provided under Section 16.2.5 (Damages; Offset), or amounts that Owner has determined are or may be payable to Owner under the Contract Documents.

17.3.3 Finality

If Owner issues notice of termination of this Agreement due to a Developer Default, termination shall be effective and final regardless of whether Owner is correct in determining that it has the right to terminate for Developer Default. If it is determined that Owner lacked such right, then such termination shall be treated as a Termination for Convenience as provided in Section 17.1

(Termination for Convenience; Condemnation) for the purpose of determining the Termination Compensation due.

17.4 Developer Rights to Terminate

17.4.1 Termination for Owner Default

17.4.1.1 If an Owner Default under Section 16.3.1 (Owner Default) remains uncured following (a) notice and expiration of the applicable cure period under Section 16.3.2 (Cure Periods), and (b) Developer's compliance with the warning requirements set forth in Section 17.4.1.2, Developer shall have the right to terminate this Agreement, effective immediately upon delivery of written notice of termination to Owner. In the event of such termination, Owner shall pay compensation to Developer equal to the amount described in Section 17.1.3.

17.4.1.2 Developer shall provide a warning notice to Owner at least 15 days before terminating, which notice may not be delivered until the end of the applicable cure period specified in Section 16.3.2 (Cure Periods). Developer shall provide a second warning notice to Owner at least five days before terminating, which notice may not be delivered until 10 days after delivery of the first warning notice. If Owner fails to effect cure within five days after the date of delivery of the second warning notice, Developer shall have the right to terminate this Agreement in accordance with Section 17.4.1.1.

17.4.2 Termination for Discretionary Suspension of Work

17.4.2.1 If Owner issues a suspension order under Section 16.2.7.3 that suspends the Work for a period of 270 days or more, and provided that (a) such suspension is not the result of the negligence, willful misconduct, or breach of applicable Law or contract by any Developer-Related Entity; and (b) Developer has delivered warning notices to Owner meeting the requirements of Section 17.4.1.2, Developer shall have the right to terminate this Agreement, effective immediately upon delivery of written notice of termination to Owner. In the event of such termination, Developer will be entitled to compensation equal to the amount described in Section 17.1.3.

17.4.2.2 Developer may not terminate under this Section 17.4.2 if, at the time Developer's right to terminate would arise, circumstances exist entitling either Party to terminate under Sections 17.2, 17.3, 17.4.3 or 17.5.

17.4.3 Termination Due to Court Ruling

Termination Due to Court Ruling means, and becomes effective upon: (a) issuance of a final order by a court of competent jurisdiction after exhaustion of all appeals to the effect that this Agreement is void, voidable, and/or unenforceable or impossible to perform in its entirety for reasons beyond the reasonable control of Developer; or (b) issuance of a final order by a court of competent jurisdiction after exhaustion of all appeals upholding the binding effect on Developer and/or Owner of a Change in Law that causes impossibility of performance of a fundamental obligation by Developer or Owner under the Contract Documents or impossibility of exercising a fundamental right of Developer or Owner under the Contract Documents. The final court order shall be treated as the notice of termination. In the event of such termination, Developer will be entitled to compensation in an amount equal to the amount described in Section 17.2.8 (Termination Compensation for Extended Relief Events and Insurance Unavailability), provided that if the Termination Due to Court Ruling is caused solely by an Owner failure to perform or

observe any of its material covenants or obligations under the Contract Documents or to comply with Law or Governmental Approvals, Developer will be entitled to compensation in the amount described in Section 17.1.3.

17.5 Not Used

17.6 Termination Procedures and Duties

The provisions of this Section 17.6 shall apply upon the expiration of this Agreement or earlier termination of this Agreement. Developer shall timely comply with such provisions independently of, and without regard to, the timing for determining, adjusting, settling and paying any amounts due Developer or Owner on account of termination. If Owner determines that Developer has failed to comply with the provisions of this Section 17.6, then upon notice from Owner to Developer making reference to this Section 17.6, Developer acknowledges and agrees it shall be deemed to have surrendered its access rights in accordance with the Contract Documents.

17.6.1 Performance of Work Pending Early Termination Date

In any case where notice of termination precedes the effective Early Termination Date, Developer shall continue performing the Work in accordance with all the standards, requirements and terms of the Contract Documents.

17.6.2 Transition Plan

17.6.2.1 Within 180 days before expiration of this Agreement, or, if applicable, within three days after Developer receives or delivers a notice of termination, Developer shall meet and confer with Owner for the purpose of developing a transition plan for the orderly transition of Work, demobilization and transfer of Project management, maintenance, operation, care, custody and control to Owner. The Parties shall use diligent efforts to complete preparation of the transition plan within 60 days before expiration of this Agreement or, if applicable, within 15 days after the date Developer receives or delivers the notice of termination.

17.6.2.2 The transition plan shall include a plan to promptly deliver to Owner or its designee possession of all the property, data and documents described in Sections 17.6.5.1 and 17.6.5.2.

17.6.2.3 The transition plan shall include an estimate of costs and expenses to be incurred by both Parties in connection with implementation of the transition plan. Neither Party shall be liable for the other Party's transition costs and expenses, regardless of the reason for termination, except that Developer shall be entitled to its costs, as an Owner Change, for Work Owner requires it to perform under Section 17.6.2.4.

17.6.2.4 The transition plan shall:

(a) be in form and substance acceptable to Owner and shall include and be consistent with the other provisions and procedures in this Section 17.6; and

(b) if required by Owner, provide for Developer to continue to perform specified Work during the period between the Termination Date and the effective date of the release and discharge, following payment of Termination Compensation.

17.6.3 Handover of Project

17.6.3.1 On or as soon as possible after the earlier of the Early Termination Date as provided in the approved transition plan, if applicable, and the Substantial Completion Date, Developer shall relinquish and surrender care, custody and control of the Project to Owner, and shall cause all persons and entities claiming under or through Developer to do likewise, subject to Developer's right to access the Site to perform or cause to be performed Warranty Work and Project Punch List work.

17.6.3.2 On the later of (a) the Early Termination Date or Substantial Completion Date, as applicable and (b) the date Developer relinquishes all care, custody and control as provided in the transition plan, Owner shall have the exclusive right to, and shall assume responsibility at its expense for, care, custody and control of the Project and the Site, subject to any rights to damages against Developer where the termination is due to a Termination for Developer Default.

17.6.3.3 On the earlier of the Substantial Completion Date and Early Termination Date, as applicable, Developer shall transfer and assign, and Owner shall assume and be responsible for, all Governmental Approvals then in existence for the Project and materials, equipment, tools and supplies relating or connected thereto located on the Site or relating to the Project), provided that this obligation does not extend to Governmental Approvals that are not transferrable. Upon transfer to and assumption of a Governmental Approval by Owner, between Owner and Developer, Owner will be responsible for all future obligations under the Governmental Approval and Developer shall remain responsible for any outstanding obligations under the Governmental Approval arising prior to the transfer. If the transfer and assignment of such Governmental Approvals cannot be affected on the Substantial Completion Date or Early Termination Date, as applicable, because a Governmental Entity is withholding its consent due to the facility failing to comply with applicable Law or Developer otherwise failing to comply with its obligations under this Agreement, then Developer shall, at its own cost, address the issue identified by the Governmental Entity prior to transfer. If a Governmental Entity otherwise delays providing a needed consent for the transfer, then Owner will assume responsibility for the Governmental Approval as described in Section 17.6.3.2 as of the Termination Date and Developer shall, at its own cost, provide reasonable assistance to Owner to obtain such consent or satisfy such other requirement of the applicable Governmental Entity.

17.6.3.4 If the transition plan developed under Section 17.6.2 (Transition Plan) requires Developer to perform any obligations under this Agreement after the Termination Date, this Agreement will remain in full force and effect only to the extent necessary for Developer to perform such obligations. On the Termination Date, or such later date provided in the approved transition plan, Owner grants to Developer a right to access the Site for the limited purpose of carrying out Developer's obligations contemplated by this Section 17.6, including execution of the transition plan contemplated in Section 17.6.2. This right of access is subject to rescission by Owner for Developer's failure to perform any of its obligations under this Agreement after the Termination Date, and shall automatically expire upon Developer's fulfillment of such obligations.

17.6.4 Continuance or Termination of Key Contracts Before Work Completion

17.6.4.1 If, as of the earlier of the Substantial Completion Date and Early Termination Date, as applicable, Developer has not completed the Work, in whole or in part, Owner may elect, by written notice to Developer to continue in effect some or all of the Key Contracts or to require their termination. If Owner elects to continue any Key Contracts, then Developer shall execute and

deliver (or shall cause the relevant Key Contractor(s) to execute and deliver) to Owner a written assignment, in form and substance acceptable to Owner, acting reasonably, of all Developer's (or Key Contractor's) right, title and interest in and to such Key Contracts, and Owner shall assume in writing Developer's (or such Key Contractor's) obligations thereunder that arise from and after the earlier of the Substantial Completion Date and the Early Termination Date.

17.6.4.2 If Owner elects (or is deemed to elect) to require termination of any Key Contracts, then Developer shall:

(a) take such steps as are necessary to terminate the relevant Key Contracts, including notifying each Key Contractor that its Key Contract is being terminated and that each of them is to stop Work on the date and to the extent specified in the notice of termination and stop and cancel orders for materials, services or facilities, unless otherwise approved by Owner;

(b) promptly and orderly demobilize and secure in a safe manner the Site in a manner satisfactory to Owner, remove all debris and waste materials and complete any Hazardous Materials Management Work already in process, except as otherwise approved by Owner;

(c) take such other actions as are necessary or appropriate to mitigate further costs;

(d) subject to Owner's reasonable prior approval, settle all outstanding liabilities and all claims arising out of, relating to or resulting from such Key Contracts;

(e) as a condition to Owner's obligation to make payments to Developer under this Article 17 and under the requirements of the transition plan, cause each of the Key Contractors to execute and deliver to Owner a written assignment, in form and substance acceptable to Owner, of all of their interest in (i) all Governmental Approvals, Third Party agreements and permits pertaining to the Project or the Work (excluding Subcontracts), provided that Owner assumes in writing all of the Key Contractor's obligations under said approvals, agreements and permits that arise after the Termination Date; and (ii) all warranties, to the extent assignable, claims and causes of action held by each of them against Subcontractors and other Third Parties pertaining to the Project or the Work, provided that Developer shall retain the right to pursue any cause of action against the Subcontractor or other Third Parties for damages incurred by Developer; and

(f) as a condition to Owner's obligation to make payments to Developer under this Article 17 and under the requirements of the transition plan, carry out such other directions as Owner may give for termination of the Work in accordance with the transition plan.

17.6.5 Other Close-Out Activities

17.6.5.1 Without limiting Developer's other obligations under the Contract Documents, within 90 days following the Substantial Completion Date or within 30 days after any earlier notice of termination is delivered, Developer shall deliver to Owner a true and complete list of all materials, goods, machinery, equipment, hardware, parts, supplies and other tangible property in inventory or storage (whether then held by Developer or any Person on behalf of or for the account of Developer) for use in or related to the Work or the Project, or on order or previously completed

but not yet delivered from Suppliers for use in or respecting the Work or the Project. In addition, on or as soon after the Termination Date as is possible or as is provided in the approved transition plan, Developer shall transfer title through bills of sale or other documents of title, as directed by Owner, and deliver to Owner's Authorized Representative, all such materials, goods, machinery, equipment, hardware, parts, supplies, and other property, provided Owner assumes in writing all of Developer's obligations under any contracts relating to the foregoing that arise after the later of the Termination Date or the effective date of the transfer.

17.6.5.2 Within 90 days before the later of the end of the Warranty Period and the Final Completion Date or within 30 days after any earlier notice of termination is delivered, Developer shall provide Owner with a true and complete list of all the data and documents identified in this Section 17.6.5.2. Subject to Sections 21.5 (Intellectual Property) and 21.6 (Intellectual Property Escrows), Developer shall execute and deliver to Owner an executed bill of sale or other written instrument, in form and substance reasonably acceptable to Owner, assigning and transferring to Owner the following:

(a) all completed or partially completed drawings (including plans, elevations, sections, details and diagrams), specifications, designs, Design Documents, Record Documents, plans, surveys, and other documents and information pertaining to the design or construction of the Project or the Utility Adjustments;

(b) all samples, borings, boring logs, geotechnical data and similar data and information relating to the Project or the Site;

(c) all Books and Records, reports, test reports, studies and other documents of a similar nature relating to the Work, the Project or the Site; and

(d) all Project Intellectual Property, IP Materials, and documents evidencing licenses of Developer Intellectual Property and Third Party Intellectual Property to Owner, other work product and other materials relating to all such Intellectual Property and Developer Intellectual Property.

Such bill of sale or other instrument shall be delivered to Owner or as provided in the approved transition plan (or if not specified in the transition plan, shall be delivered on the Termination Date or as soon thereafter as possible), and shall be accompanied by originals or copies, as appropriate, of all of the materials described therein.

17.6.5.3 Developer shall take all action that may be necessary, or that Owner may direct, for the protection and preservation of the Project, the Work and such materials, goods, machinery, equipment, hardware, parts, supplies, data, documentation and other property.

17.6.5.4 On or as soon as possible after the Termination Date or as provided in the approved transition plan, Developer shall execute and deliver to Owner a written assignment, in form and substance acceptable to Owner, all of Developer's interest in any IP Escrows or similar arrangements for the protection of Source Code and Source Code Documentation of others used for or relating to the Project or the Work.

17.6.5.5 On or as soon as possible after the Termination Date or as provided in the approved transition plan, Developer shall execute and deliver to Owner a written assignment, in form and substance acceptable to Owner, of all Developer's interest in all warranties, claims and causes of action held by Developer against Third Parties in connection with the Project or the Work,

including claims under casualty and business interruption insurance, except to the extent that Owner has already received credit for such matters in calculating Termination Compensation amounts, in which case they may be pursued by Developer for its own account.

17.6.5.6 Developer shall otherwise assist Owner in such manner as Owner may require before and for a reasonable period following the Termination Date to ensure the orderly transition of management, care, custody and control of the Project, to Owner, and shall, if appropriate and if requested by Owner, take all steps as may be necessary to enforce the provisions of the Key Contracts pertaining to the surrender of Project management, care, custody and control.

17.6.5.7 For a period of four years following the Termination Date, Developer shall maintain a secure archive copy of all electronic data transferred to Owner.

17.6.6 Calculation of Compensation

17.6.6.1 Within 30 days after the Early Termination Date for termination pursuant to Section 17.3 (Termination for Developer Default), and within 15 days after the Early Termination Date for termination pursuant to Section 17.1 (Termination for Convenience; Condemnation), Section 17.2 (Termination for Extended Relief Events or Insurance Unavailability) or Section 17.4 (Developer Rights to Terminate), Developer shall provide a written statement as to the following amounts, together with documentation reasonably required by Owner to support such statement and a certification that such amounts are true and correct:

(a) for termination pursuant to Section 17.1 (Termination for Convenience; Condemnation) or Section 17.4 (Developer Rights to Terminate), amounts described in Section 17.1.3;

(b) for termination pursuant to Section 17.2 (Termination for Extended Relief Events or Insurance Unavailability), amounts described in Section 17.2.8; or

(c) for termination pursuant to Section 17.3 (Termination for Developer Default), (A) the amounts described in Section 17.3.2, and (B) the Insurance Proceeds (excluding proceeds of personal injury, property damage or other Third Party liability insurance payable to or for the account of a Third Party.

17.6.6.2 From and after the Termination Date, except as otherwise stated in this Article 17, Developer shall cease to have any right to any other compensation, except as provided under Section 17.8.2.

17.7 Payment of Termination Compensation

17.7.1 For termination under Section 17.1 (Termination for Convenience; Condemnation), or Section 17.4 (Developer Rights to Terminate), provided Developer has provided to Owner the statements and information required under Section 17.6 within 30 days of the Early Termination Date, Owner shall, within 120 days of the Early Termination Date, pay to Developer an amount equal to the undisputed amount of the Termination Compensation.

17.7.2 For termination under Section 17.2 (Termination for Extended Relief Events or Insurance Unavailability), provided Developer has provided to Owner the statements and information required under Section 17.6.6.1 within 30 days of the Early Termination Date, Owner

shall, within 120 days of the Early Termination Date, pay to Developer an amount equal to the undisputed amount of the Termination Compensation.

17.7.3 For termination pursuant to Section 17.3 (Termination for Developer Default), provided Developer has provided to Owner the statements and information required under Section 17.6.6.1 within 30 days of the Early Termination Date, Owner shall, within 120 days of the Early Termination Date, pay to Developer an amount equal to the undisputed amount of the Termination Compensation, provided that if the amounts for which Developer is liable to Owner under Section 17.3 (Termination for Developer Default) exceed the amounts payable by Owner to Developer, Developer shall pay to Owner the excess amount within 120 days of the Early Termination Date (subject to the limitation set forth in Section 10.7.1).

17.7.4 If as of the date that Owner is required to tender payment of Termination Compensation under Sections 17.7.1, 17.7.2 or 17.7.3, as applicable, the Parties have not agreed upon the amount of Termination Compensation due, then:

(a) If Owner owes Developer Termination Compensation:

(i) Owner shall proceed to make payment to Developer of the undisputed portion of the Termination Compensation; and

(ii) Within 30 days after receiving such payment Developer shall deliver to Owner written notice of the additional amount of Termination Compensation that Developer in good faith determines is still owing (the "disputed portion"); or

(b) If Developer owes Owner Termination Compensation:

(i) Developer shall proceed to make payment to Owner of the full Termination Compensation amount, inclusive of any disputed portion; and

(ii) Within 30 days after making such payment Developer shall deliver to Owner written notice of the amount of Termination Compensation that Developer in good faith determines it does not owe (also the "disputed portion"); and

Owner shall pay the disputed portion of the Termination Compensation to Developer in immediately available funds after the disputed portion is agreed to by the Parties or otherwise determined to be payable pursuant to Article 18 (Dispute Resolution Procedures), as the case may be.

17.7.5 Failure by Developer to provide Owner the statements and information required under Section 17.6.6.1 by the 30 day deadline identified in Section 17.7.1, 17.7.2 and 17.7.3, as applicable, will result in corresponding extensions to Owner's deadline to make the payments described in these sections.

17.8 Effect of Termination

17.8.1 Except to the extent set out in Section 17.6.3.3, and regardless of Owner's prior actual or constructive knowledge thereof:

(a) no Contract or agreement to which Developer is a party as of the Termination Date shall bind Owner, unless Owner elects to assume such Contract or agreement; and

(b) except in the case of Owner's express written assumption, no such Contract or agreement shall entitle the contracting party to continue performance of work or services respecting the Project following Developer's relinquishment to Owner of Project care, custody and control, or to any claim, legal or equitable, against Owner.

17.8.2 Termination of this Agreement shall not:

(a) relieve Developer or any Surety of its obligation for any claims arising before the Termination Date;

(b) excuse either Party from any liability arising out of, related to or resulting from any default as provided in this Agreement that occurred before the Termination Date; and

(c) relieve Owner of claims of Developer to payment of Compensation Amounts for adverse cost and revenue impacts accruing before the Termination Date due to Compensation Events that occurred before the Termination Date.

17.9 Liability after Termination; Final Release

Notwithstanding the foregoing, any termination of this Agreement under Sections 17.2, 17.3, 17.4.3 or 17.5 shall automatically extinguish any claim of Developer to payment of Compensation Amounts for adverse cost and revenue impacts accruing after the Early Termination Date due to Relief Events that occurred before termination. Except as otherwise expressly provided in this Agreement (other than Section 16.2.9 (Cumulative, Non-Exclusive Remedies)), if this Agreement is earlier terminated for any reason, then Owner's payment to Developer of the amounts required under this Agreement (if any) shall constitute full and final satisfaction of, and upon payment Owner shall be forever released and discharged from, any and all claims, causes of action, suits, demands and Losses, known or unknown, suspected or unsuspected, that Developer may have against Owner arising out of, relating to or resulting from this Agreement or termination thereof, the other Contract Documents, or the Project, excluding any proceedings that are pending as of 30 days after the Termination Date, remain unresolved at the time of such payment, and are not related to termination or Termination Compensation. Upon such payment, Developer shall execute and deliver to Owner all such releases and discharges as Owner may reasonably require to confirm the foregoing, but no such written release and discharge shall be necessary to give effect to the foregoing satisfaction and release.

17.10 Exclusive Termination Rights

This Article 17 contain the entire and exclusive provisions and rights of Owner and Developer regarding termination of this Agreement, and each Party waives, to the maximum extent permitted by Law, any and all other rights to terminate at law.

17.11 Access to Information

Developer shall conduct all discussions and negotiations to determine any Termination Compensation, and shall provide Owner with all data, documents and information pertaining to the termination, on an Open Book Basis.

ARTICLE 18. DISPUTE RESOLUTION PROCEDURES

18.1 General

18.1.1 The Parties shall participate in Partnering and the issue resolution ladder in accordance with Exhibit 18 (Partnering and Issue Resolution Ladder).

18.1.2 All Disputes shall be subject to the Dispute Resolution Procedures set forth in this Article 18, except for:

(a) any decision, determination, judgment or other action of Owner that the Contract Documents state is subject to Owner's sole or absolute discretion (in which case the decision, determination, judgment or other action shall be final, binding and not subject to dispute resolution and shall not constitute a basis for any claim for additional monetary compensation, time extension or any other relief); and

(b) any other matter for which the Contract Documents expressly provide otherwise.

18.1.3 Except as provided in Section 18.4.2 (Accelerated Dispute Resolution), Owner's initial determination of Disputes that are subject to the Dispute Resolution Procedures shall be binding upon the Parties pending any final determination of the Dispute under this Article 18.

18.1.4 Unless and until a decision, determination, judgment or other action by Owner expressly provided in the Contract Documents as being subject to Owner's good faith discretion or reasonable discretion is finally determined by clear and convincing evidence that it was arbitrary or capricious, or undertaken in bad faith, such decision shall be binding and shall not constitute a basis for any Claim for any additional monetary compensation, time extension or any other relief.

18.1.5 The Parties agree to use reasonable efforts to resolve any Disputes under this Article 18 as quickly as possible. The Parties may agree to omit any of the steps or shorten the time periods in this Article 18 in order to hasten resolution. Either Party may elect to discontinue use of the Project Neutral procedures as provided in Section 18.6 (Project Neutral Procedures).

18.2 Informal Dispute Resolution

The Parties agree to make good faith efforts to resolve by amicable negotiations all Disputes arising between the Parties before filing a Dispute Submittal as provided in this Article 18, including use of the issue resolution ladder as set forth in Exhibit 18 (Partnering and Issue Resolution Ladder).

18.3 Dispute Submittal Process

18.3.1 If the Parties are unable to resolve a Dispute informally pursuant to Section 18.2 (Informal Dispute Resolution), and if Developer does not agree with Owner's initial determination

regarding a Dispute, Developer may submit its position to Owner as a Dispute Submittal in accordance with the procedures set forth in this Section 18.3, and in Section 18.4 (Design Work and Construction Work Disputes), as applicable.

18.3.2 Any Dispute or Claim by Developer must be submitted to Owner in writing by registered mail or certified mail with return receipt requested and in electronic form with all documentation that supports and relates to the issues raised in the Dispute ("**Dispute Submittal**"). All electronic documents shall be searchable scanned copies of the originals. Time is of the essence in Developer's submittal of Dispute Submittals and updates thereto.

18.3.3 If all of the information relating to a Dispute or Claim cannot reasonably be ascertained or furnished within the applicable period, Developer shall provide Owner with further details and supporting documentation as soon as possible after it receives such information. Any Dispute or Claim that lacks specific calculation or that lacks documentary support will not be considered. Subject to the first sentence of this Section 18.3.3, the Parties agree that any failure to submit a timely and properly documented Claim shall constitute a waiver by Developer of any Claim for additional compensation, time or impact costs from Owner.

18.4 Design Work and Construction Work Disputes

The provisions set forth this Section 18.4 apply to Disputes regarding Design Work and Construction Work.

18.4.1 Procedures

18.4.1.1 The Parties acknowledge the requirements of Public Contract Code section 9204, a copy of which is provided in Exhibit 16B (State Requirements). In addition to the requirements of Public Contract Code section 9204, the Contract Documents prescribe procedures for Owner Changes, Developer Change Requests, Claims and Disputes that the Parties agree are reasonable and consistent with and do not impair the timeframes set forth in Public Contract Code section 9204.

18.4.1.2 A Dispute Submittal by Developer relating to a Dispute regarding Design Work or Construction Work must be delivered to Owner within 30 days of the initial Owner determination regarding the Dispute that gave rise to the Dispute Submittal, or if Owner failed to make an initial determination, within six months of Developer notifying Owner in writing of the subject of the Dispute.

18.4.1.3 Upon receipt of a Dispute Submittal, Owner shall conduct a reasonable review of the Dispute, and within 45 days shall provide Developer a written statement identifying what portion of the Dispute is disputed and what portion is undisputed at the time of the statement.

18.4.1.4 If Developer does not accept the results of Owner's determination regarding the Dispute, or if Owner has failed to respond to a Dispute within the time periods specified in this Section 18.4, Developer may demand in writing by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement on the issues in dispute. Upon receipt of such a demand in writing, Owner shall schedule a meet and confer conference within 30 days for settlement of the Dispute.

18.4.1.5 Within 10 days following the conclusion of the meet and confer conference, if the Dispute remains unresolved, Owner shall provide Developer with a written statement identifying

the portion of the Dispute that remains disputed and the portion that is undisputed. Any payment due on an undisputed portion of a Claim shall be processed and made within 60 days following the conclusion of the meet and confer conference. Undisputed amounts not paid when due as required by this Section 18.4.1.5 shall bear interest at the Late Payment Rate until paid. Any disputed portion of a Claim shall be submitted to project neutral proceedings in accordance with Section 18.6 (Project Neutral Procedures).

18.4.1.6 Failure by Owner to respond to a Dispute from Developer within the time periods described in this Section 18.4.1 or to otherwise meet the time requirements of this Section 18.4.1 shall result in the Dispute being deemed rejected in its entirety unless the Parties mutually agree in writing specifically identifying this Section. A Dispute that is denied by reason of Owner's failure to provide a timely response to the Dispute, or its failure to otherwise meet the time requirements of this Section 18.4.1, shall not constitute an adverse finding with regard to the merits of the Dispute or the responsibility or qualifications of Developer except as otherwise provided in this Agreement.

18.4.2 Accelerated Dispute Resolution

18.4.2.1 The Parties agree to accelerate the procedures set forth in this Article 18 for any Dispute relating to Owner's determination under Section 7.9.5(b) (Olympics Readiness) or Section 7.10.3.5(b) (Substantial Completion) as follows:

(a) In addition to Developer's obligations under Section 7.9.2 and 7.10.3.2, Developer shall provide Owner, the Project Neutral and the Independent Expert with 60 days' prior written notice of the date on which Developer anticipates achieving Olympics Readiness and the date on which Developer anticipates achieving Substantial Completion.

(b) The Parties shall cause the Project Neutral and the Independent Expert to observe the Parties' activities under Sections 7.9.5 and 7.9.4 and under Sections 7.10.3.5 and 7.10.3.6.

(c) Within three days following Owner's issuance of a notice under Section 7.9.6(b) or Section 7.10.3.5(b) (as applicable), the Independent Expert shall submit a written report to the Project Neutral, setting forth its independent assessment of whether Developer has satisfied all conditions in Exhibit 15C (Conditions to Olympics Readiness) or Exhibit 15D (Conditions to Substantial Completion) (as applicable) as of the date stated in Developer's certification under Section 7.9.5 or 7.10.3.5 (as applicable).

(d) If Developer disputes a notice by Owner to Developer under Section 7.9.6(b) or 7.10.3.5(b) (as applicable), then Developer shall submit, within three days of receipt of such Owner notice, a written notice to Owner and the Project Neutral, stating clearly and in detail the basis for the objection, or shall otherwise be deemed to have accepted Owner's determination;

(e) Upon receipt by Owner and the Project Neutral of Developer's notice referred to in clause (d) above, the Parties shall proceed to non-binding project neutral proceedings in accordance with Section 18.6 (Project Neutral Procedures), provided that:

(i) The project neutral proceeding shall be held within seven days of receipt by Owner and the Project Neutral of the Dispute, unless the Parties mutually agree to a longer time period;

(ii) The project neutral proceedings shall be completed in one day, provided that the Project Neutral may extend such period by up to four additional days upon written notice to the Parties if the Project Neutral determines that the extension is necessary given the size, nature or complexity of the Dispute;

(iii) The Project Neutral shall provide its findings in writing concurrently to the Parties within three days after completion of the proceedings, provided that the Project Neutral may extend such period by up to seven additional days upon written notice to the Parties if the Project Neutral determines that the extension is necessary given the size, nature or complexity of the Dispute; and

(iv) The Project Neutral shall consider the Independent Expert's report referenced in clause (c) above in developing his or her findings whether all conditions in Exhibit 15C (Conditions to Olympics Readiness) or Exhibit 15D (Conditions to Substantial Completion) (as applicable) have been satisfied, provided that the Independent Expert's assessment shall not be binding on the Project Neutral; and

(f) If the Dispute is not resolved following delivery of the Project Neutral's written findings, either Party may proceed to litigation in accordance with Section 18.6.10 (Litigation of Dispute), provided that the Project Neutral's findings shall be provisionally binding pending the results of any such litigation filed by the Party disputing the findings.

18.5 Selection and Termination of Project Neutrals and Independent Expert

18.5.1 Owner will select, subject to Developer's concurrence, the following Persons within 60 days following the Effective Date and the Parties will update the Project Neutral and Independent Expert List accordingly:

(a) an individual as the Project Neutral, together with an alternate;

(b) one additional individual whom the Parties agree is qualified to serve as the Project Neutral; and

(c) a firm as the Independent Expert, together with an alternate.

Should any additional individual(s) be needed to serve as the Project Neutral, Owner will select such individual(s), subject to Developer's concurrence, which concurrence shall not be unreasonably withheld, conditioned or delayed.

18.5.2 At least three months prior to the Olympics Readiness Deadline, the Parties shall identify a firm as the Independent Expert pursuant to Section 18.5.6 and cause the Project Neutral to retain such Independent Expert for purposes of the Accelerated Dispute Resolution Procedures.

18.5.3 The Parties agree to keep the Project Neutral and Independent Expert List current with individuals that are each eligible and willing to serve as project neutrals and Independent Expert from time to time for proceedings conducted in accordance in this Section 18.5, and to include:

(a) one identified Project Neutral and at least one alternate with substantial experience in interpreting and/or implementing public construction contracts; and

(b) from the period commencing six months prior to the Olympics Readiness Deadline, for Disputes under the Accelerated Dispute Resolution Procedures, one identified Independent Expert and at least one alternate meeting the requirements set forth in Section 18.5.4.

18.5.4 In addition to meeting the applicable requirements described in Section 18.5.3, each individual and firm (including each individual within such firm providing the relevant services) included on the Project Neutral and Independent Expert List must:

(a) have substantial experience in interpreting contracts for, and implementing, complex vertical design-build projects in North America;

(b) promptly upon selection, (i) if on the Project Neutral List, have the ability to develop a thorough understanding of the requirements of the Contract Documents, and (ii) if on the Independent Expert List, have the ability to develop a thorough understanding of the requirements of the Contract Documents as they relate to conditions precedent to Olympics Readiness and conditions precedent to Substantial Completion;

(c) be free of conflicts of interest, including:

(iii) not having an ownership interest in any Person involved in the Project (or any AEG Entity), or a financial interest in this Agreement or any Contract;

(iv) except for fee-based consulting services on other projects, not having been previously employed by, or having had financial ties to, any Person involved in the Project (or any AEG Entity) or any predecessor project within a period of 15 years preceding the Effective Date;

(v) not having provided to any of Owner, Developer, any other Developer-Related Entity or any AEG Entity any fee-based consulting services within a period of 15 years preceding the Effective Date;

(vi) not having had a close professional or personal relationship with any key member of either Party involved in this Agreement, any AEG Entity or any Contractor which, in the judgment of either Party, could suggest partiality or give an appearance of impropriety; and

(vii) not having had prior involvement in the Project or any predecessor project of a nature which could compromise his or her ability to serve as an impartial project neutral; and

(d) while included on the Project Neutral and Independent Expert List, not be employed by or discuss or make an agreement for employment, including fee-

based consulting services, with any Party involved in this Agreement or any AEG Entity except with the express approval of both Parties.

18.5.5 In addition, each individual and firm on the Independent Expert List must have substantial experience in acting as an independent engineer or independent certifier on complex vertical design-build projects in North America.

18.5.6 Owner and Developer agree that each individual and firm identified in the Project Neutral and Independent Expert List may act as a project neutral- or as the Independent Expert, as applicable, as specified in the Project Neutral and Independent Expert List for purposes of the applicable procedures set forth in this Section 18.5. In the event of Dispute, except as otherwise provided in Section 18.4.2, the Parties will first seek the services of the individual or firm identified in the Project Neutral and Independent Expert List as the Project Neutral or the Independent Expert, as applicable. If that individual or firm, as applicable, is unavailable, the Parties will proceed to contact the applicable alternate(s), in the order in which they appear in the Project Neutral and Independent Expert List.

18.5.7 Either Party may terminate a Project Neutral upon prior written notice to the other Party for any of the following reasons:

(a) the Project Neutral's partiality or lack of independence;

(b) the Project Neutral's inability or refusal to perform its duties diligently, in good faith and in accordance with this Article 18;

(c) any legal ground for disqualification under applicable Law; or

(d) In the good faith discretion of the terminating Party, the Project Neutral does not have a thorough understanding of the Contract Documents or is failing to apply any of the terms and conditions of the Contract Documents.

The written notice of termination shall set forth the effective date of termination, which may be immediate. The termination shall have the effect of halting all proceedings with the subject Project Neutral that are pending as of the effective termination date unless otherwise mutually agreed by Owner and Developer.

18.6 Project Neutral Procedures

18.6.1 If the Parties are unable to reach agreement on the Dispute pursuant to Section 18.4 (Design Work and Construction Work Disputes), then:

(a) Owner or Developer may submit such Dispute to the Project Neutral for consideration in accordance with the procedures set forth in this Section 18.6, provided that only a Dispute concerning one Claim or event may be submitted to a Project Neutral at a time, unless otherwise mutually agreed by the Parties in writing; or

(b) the Parties may mutually agree in writing to waive the project neutral proceedings and to proceed directly to the commencement of a civil action as contemplated in Section 18.6.10 (Litigation of Dispute).

18.6.2 Upon receipt by the Project Neutral of the Dispute from either Party, the Project Neutral will decide when to conduct the hearing, provided that the Project Neutral shall hold the hearing within 45 days of receipt, unless the Parties mutually agree to a longer time period.

18.6.3 Owner may furnish, and, subject to Section 13.5.3, Developer may furnish, written evidence or documentation to the Project Neutral regarding the Dispute. If either Party furnishes such information to the Project Neutral, it will furnish copies of such information to the other Party a minimum of 15 days prior to the date the Project Neutral sets to convene the hearing for the Dispute. If the Project Neutral requests any additional documentation or evidence prior to, during, or after the hearing, then, subject to Section 13.5.3, the relevant Party will provide the requested information to the Project Neutral and to the other Party, in accordance with the deadlines set by the Project Neutral.

18.6.4 Developer and Owner will each be afforded an opportunity to be heard by the Project Neutral and to offer evidence, subject to Section 13.5.3. Neither Owner nor Developer may present information at the hearing that was not previously distributed to both the Project Neutral and the other Party in accordance with Section 18.6.3.

18.6.5 The Project Neutral's recommendations for resolution of the Dispute will be given in writing to both Owner and Developer within 30 days of completion of the hearings. The Parties may agree to allow additional time for the Project Neutral to formulate its recommendations.

18.6.6 Within 30 days of receiving the Project Neutral's recommendations, both Owner and Developer will respond to the other and to the Project Neutral in writing, signifying either acceptance or rejection of the Project Neutral's recommendations.

18.6.7 Owner and Developer shall be responsible for their own costs associated with any project neutral proceedings and shall allocate any other costs associated with any project neutral proceedings, including the costs of the Independent Expert, equally.

18.6.8 No Project Neutral shall be empowered to render a binding decision as to any Dispute; however, written agreements between the Parties reached in project neutral proceedings shall be enforceable as settlement agreements in any court having jurisdiction thereof.

18.6.9 Oral and written statements made during project neutral proceedings shall not be admissible or discoverable in any judicial or other dispute resolution proceeding.

18.6.10 If, at any time during the term of this Agreement, either Party determines, in its good faith discretion, that the project neutral procedures under Section 18.6 (Project Neutral Procedures) are not effective, the Parties shall promptly meet and use good faith efforts to identify and address the underlying causes of such ineffectiveness so as to ensure that the project neutral procedures function effectively as intended for the remainder of the term of this Agreement.

18.7 Litigation of Dispute

18.7.1 At the conclusion of the proceedings provided for in Sections 18.2 through 18.6, as applicable, any remaining Disputes will be deemed rejected by Owner. If Developer desires to pursue any remaining Disputes, Developer shall file a Government Code Claim in accordance with Chapter 1 (commence 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**").

Developer shall, as a condition precedent to filing a Government Code Claim, comply with the Dispute Resolution Procedures set forth in Sections 18.2 through 18.6.

18.7.2 The Parties may agree that the time for the filing of a Government Code Claim shall be tolled during the pendency of negotiations following any Project Neutral proceedings. The terms of the tolling agreement shall be subject to the agreement of the Parties.

18.8 Continuance of Work during Dispute

Developer shall proceed diligently with performance of the Work pending resolution of any Dispute, including any Work that is the subject of the Dispute, except for any performance Owner determines in writing should be delayed, suspended or terminated as a result of such Dispute.

18.9 Advisory Opinions

18.9.1 At any time prior to formally referring a Dispute for resolution by the Project Neutral under Section 18.6 (Project Neutral Procedures), the Parties may jointly seek an advisory opinion from the Project Neutral regarding the interpretation of any provision(s) in the Contract Documents by submitting a written request to the Project Neutral, with a copy thereof to the other Party, setting forth a concise description of the provision(s) at issue and any background information that the Parties may wish to provide.

18.9.2 Any advisory opinion under this Section 18.9 shall:

(a) Be given in writing to the Parties (unless otherwise requested by both Parties);

(b) Be non-binding; and

(c) Not prejudice any further resolution of such Dispute.

Advisory opinions are not Project Neutral recommendations.

ARTICLE 19. REPRESENTATIONS AND WARRANTIES

19.1 Developer Representations and Warranties

Developer represents and warrants to Owner as follows:

19.1.1 Developer and its Contractor(s) have maintained, and throughout the term of this Agreement shall maintain, all required authority, license status, applicable licensing standards, certification standards, accrediting standards, professional ability, skills and capacity to perform the Work.

19.1.2 As of the Setting Date, based upon review of information provided by Owner, any geotechnical investigation performed by Developer within the Project Limits, and other reasonable investigations undertaken by Developer consistent with Good Industry Practice, Developer has evaluated the constraints affecting the design and construction of the Project, including the Project Limits, surface and subsurface conditions discoverable through such investigation, the terms of the Owner-Provided Approval and requirements of applicable Laws, and, based on the foregoing, Developer has reasonable grounds for believing and does believe that the Project can be developed, designed, and constructed.

19.1.3 Developer, consistent with Good Industry Practice, conducted an investigation of property to which it had access and other available information regarding conditions at the Site before the Setting Date, and as a result of such investigation, Developer is familiar with and accepts the physical requirements of the Work, subject to Developer's rights regarding Relief Events. Developer shall comply with this Section 19.1.3 at its sole cost and without any additional compensation, any extension of time, excuse from compliance or other relief on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents or would have an adverse effect on costs, subject to Developer's rights regarding Relief Events.

19.1.4 Before the Effective Date, Developer familiarized itself with the requirements of all applicable Laws and the conditions of any required Governmental Approvals.

19.1.5 As of the Effective Date, Developer has no reason to believe that any Governmental Approval required to be obtained by Developer will not be granted in due course and thereafter remain in effect so as to enable the Work to proceed in accordance with the Contract Documents.

19.1.6 All Work furnished by Developer will be performed by or under the supervision of Persons who hold all necessary licenses, certifications, registrations, permits or approvals to practice in the State, by personnel who are experienced, competent and skilled in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents and who shall assume professional responsibility for the accuracy and completeness of the Design Documents, Construction Documents and other documents prepared or checked by them.

19.1.7 Developer is a limited liability company, duly organized and validly existing under the laws of the State of California, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute, and deliver this Agreement and to perform each and all of the obligations of Developer provided for under this Agreement. Developer is duly qualified to do business and is in good standing in the State as of the Effective Date, and will remain duly qualified and in good standing throughout the term of this Agreement and for as long as any obligations remain outstanding under the Contract Documents.

19.1.8 The execution, delivery and performance of this Agreement has been duly authorized by all necessary action of Developer's governing body, each person executing this Agreement has been duly authorized to execute and deliver each such document on behalf of Developer and this Agreement has been duly executed and delivered by Developer.

19.1.9 No default under, violation of, or conflict with the governing instruments of Developer or any agreement, judgment or decree to which Developer is a party or is bound will result from (a) the execution and delivery by Developer of this Agreement, or (b) performance by Developer of its obligations under this Agreement.

19.1.10 The execution and delivery by Developer of this Agreement, and the performance by Developer of its obligations under this Agreement will not conflict with any Laws applicable to Developer that are valid and in effect on the date of execution and delivery. As of the Effective Date, Developer is not in breach of any applicable Law that would have a material adverse effect on the Work or the performance of any of its obligations under the Contract Documents.

19.1.11 This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

19.1.12 As of the Effective Date, there is no action, suit, proceeding, investigation or litigation pending and served on Developer which challenges Developer's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement or which challenges the authority of the representative of Developer executing this Agreement; and Developer has disclosed to Owner before the Effective Date any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Developer is aware. No current, pending or outstanding criminal, civil, or enforcement actions have been initiated against Developer by Owner or the State, and Developer agrees that it will immediately notify Owner if any such action is initiated during the term of this Agreement.

19.1.13 As of the Effective Date, Developer disclosed to Owner in writing all organizational conflicts of interest of Developer, its Contractors and the AEG Entities of which Developer or the Design-Build Contractor was actually aware; and there have been no organizational changes to Developer or its Contractors from those disclosed in writing to Owner prior to the Effective Date which have not been approved in writing by Owner.

19.1.14 As of the effective date of the relevant Key Contract, (a) each Key Contractor is duly organized, validly existing and in good standing under the laws of the state of its organization and is duly qualified to do business, and is in good standing, in the State, (b) the ownership interests (including options, warrants and other rights to acquire ownership interests) of each such entity that is a single purpose entity formed for the Project are held by those Persons identified in a written certification delivered by Developer to Owner before the such effective date; (c) each such entity has the power and authority to do all acts and things and execute and deliver all other documents as are required to be done, observed or performed by it in connection with its engagement by Developer; (d) each such entity has (i) obtained and will maintain all required registrations, licenses, certifications, permits and approvals required under applicable Law as of such date and (ii) expertise, qualifications, experience, competence, and skills and is qualified to perform the Work for which it is responsible; (e) each such entity will be required by the applicable Key Contract to comply with all health, safety and environmental Laws in the performance of any work activities for, or on behalf of, Developer for the benefit of Owner; and (f) no such entity is in breach of any applicable Law that would have a material adverse effect on any aspect of the Work.

19.1.15 Developer has not employed or retained, and Developer shall not employ or retain, any Person other than employees, agents, attorneys, consultants and advisors of a Developer-Related Entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any Person any fee or any other consideration contingent on the making of this Agreement.

19.1.16 Developer warrants that it owns, or will own, and has, or will have, good and marketable title and sufficient rights to all materials, Intellectual Property, equipment, tools and supplies furnished, or to be furnished, by any Developer-Related Entity or AEG Entity that become part of the Project or are purchased for Owner for the development of the Project, free and clear of all liens, royalties, fees or other charges of any kind or nature. All such materials, Intellectual Property, equipment, devices, or processes shall be delivered free of any claim of any Third Party

for infringement of any Intellectual Property rights or ownership. Refer to Section 2.3.3 (Passage of Title) for provisions regarding transfer of title to Owner;

19.1.17 Developer warrants that the individual signing this Agreement on behalf of Developer is the properly authorized representative, agent, member or officer of Developer, that he/she has not, nor has any other member, employee, representative, agent or officer of Developer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

19.1.18 Neither Developer nor the Design-Build Contractor, nor either joint venture member of the Design-Build Contractor, is on the current list of persons engaged in investment activities in Iran created by the California Department of General Services pursuant to Public Contract Code section 2203(b), and each of Developer and the Design-Build Contractor has provided a certification to Owner to that effect.

19.1.19 Plenary Americas US Holdings Inc. is a corporation, duly organized and validly existing under the laws of the State of Delaware, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to perform each and all of the obligations of an Equity Member provided for under this Agreement. As of the Effective Date, Plenary Americas US Holdings Inc. is the sole member of Developer.

19.1.20 Without limiting Section 19.1.13:

(a) The Design-Build Contractor is a joint venture, duly organized and validly existing under the laws of the State of California, has the requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted. The Design-Build Contractor is composed of PCL Construction, Inc., a corporation duly organized and validly existing under the laws of Colorado, and Webcor Construction LP, a limited partnership duly organized and validly existing under the laws of California. The Design-Build Contractor and each member of the Design-Build Contractor are duly qualified to do business, and are in good standing, in the State of California, and will remain in good standing throughout the term of the Design-Build Contract and for as long thereafter as any obligations remain outstanding under the Design-Build Contract documents.

(b) The execution, delivery and performance of the Design-Build Contract have been duly authorized by all necessary action of the Design-Build Contractor, the Design-Build Contractor's members and DB Parent Guarantors, and will not result in a breach of or a default under the Design-Build Contractor's organizational documents or any indenture or loan or credit agreement or other material agreement or instrument to which the Design-Build Contractor or any member of the Design-Build Contractor or any DB Parent Guarantor is a party or by which its properties and assets may be bound or affected.

(c) The Design-Build Contract constitutes the legal, valid and binding obligation of the Design-Build Contractor and, if applicable, of each member of the Design-Build Contractor, in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors

generally and the general principles of equity. Each DB Parent Guarantor has delivered to Owner an originally executed guaranty in accordance with Section 10.4, and such guaranty constitutes the legal, valid and binding obligation of the DB Parent Guarantor, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

(d) There is no action, suit, proceeding, investigation or litigation pending and served on the Design-Build Contractor which challenges the Design-Build Contractor's authority to execute, deliver or perform, or the validity or enforceability of, the Design-Build Contract, or which challenges the authority of the Design-Build Contractor's representative executing the Design-Build Contract; and the Design-Build Contractor has disclosed to Owner any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Design-Build Contractor or either member of the Design-Build Contractor is aware.

19.1.21 The Design-Build Contractor has undertaken such actions and evaluations, will undertake such actions, and has the same beliefs, reasonable grounds for belief and familiarity, as Developer as provided in Section 19.1.2 through Section 19.1.6.

19.1.22 Except with respect to Developer's rights and obligations related to the Development Fee, Developer has passed down to the Design-Build Contractor, in the Design-Build Contract, all of Developer's rights and obligations under this Agreement and the other Contract Documents, and further it will pass down to the Design-Build Contractor all such rights and obligations under any Change Orders,

19.1.23 Developer and its Affiliates, throughout the term of this Agreement, shall not accept or receive, or agree to accept or receive, any payment or other transfer of value in any form from any Developer-Related Entity, any AEG Entity or any shareholder, partner, joint venture member or other affiliate of a Developer-Related Entity or AEG Entity, whether pursuant to a Contract or otherwise, that directly or indirectly reimburses or compensates Developer for any portion of the Development Fee.

19.2 Owner Representations and Warranties

Owner represents and warrants to Developer as follows:

19.2.1 The City of Los Angeles is a charter city and municipal corporation duly organized and validly existing under the Constitution of the State of California;

19.2.2 As of the Effective Date, Owner has full power, right and authority to execute, deliver this Agreement and Owner has full power, right and authority to perform its obligations under this Agreement;

19.2.3 Each person executing this Agreement on behalf of Owner is duly authorized to execute and deliver this Agreement, and this Agreement has been duly executed and delivered by Owner;

19.2.4 This Agreement has been duly authorized by Owner, and constitutes a legal, valid and binding obligation of Owner enforceable against Owner in accordance with its terms;

19.2.5 As of the Effective Date, there is no action, suit, proceeding, investigation or litigation pending and served on the City which challenges Owner's authority to execute, deliver and perform this Agreement, or which challenges the validity or enforceability of, this Agreement or which challenges the authority of City officials executing this Agreement; and Owner has disclosed any pending action, suit, proceeding, investigation or litigation against the City (including filed but un-served complaints of which the City's senior officials are aware) relating to this Agreement or the Project;

19.2.6 Neither the execution and delivery by Owner of this Agreement, nor the consummation of the transactions contemplated under this Agreement, is in conflict with or has resulted or will result in a default under or a violation of any agreement, judgment or decree to which the City is a party or is bound;

19.2.7 The execution and delivery by Owner of this Agreement, and the performance by Owner of its obligations under this Agreement, will not conflict with any Laws applicable to the City that are valid and in effect on the date of execution and delivery. The City is not in breach of any applicable Law that would have a material adverse effect on the performance of any of its obligations under the Contract Documents; and

19.2.8 Owner's execution and delivery of this Agreement is not subject to any requirement to obtain consent or approval of any other Person (including Governmental Entities), other than consents and approvals already obtained.

ARTICLE 20. ASSIGNMENT AND TRANSFER

20.1 Restrictions on Equity Transfers and Change of Control

20.1.1 Except as provided in Sections 20.1.2 and 20.1.3, any:

(a) Change of Control of Developer; or

(b) Equity Transfer that results in any Equity Member ceasing to own (directly or indirectly) the same percentage of the issued share capital, partnership or membership interests, as applicable, in Developer that it owned (directly or indirectly) as of the Effective Date,

shall be subject to Owner's prior written approval in accordance with Section 20.2 (Standards and Procedures for Owner Approval).

20.1.2 An Equity Transfer from one Equity Member to one or more other Equity Members that occurs or is deemed to have occurred by operation of certain remedies under the applicable joint venture agreement(s) between such Equity Members that give rise to the dilution of an Equity Member's interest shall be deemed to be approved if Owner does not affirmatively reject or approve the Equity Transfer within 14 days of Owner's receipt of the information required by Section 20.2.3.

20.1.3 No Equity Transfer, and none of the events described in clauses (b) through (f) of the definition of Change of Control, are permitted at any time if it would result in the direct or indirect ownership by a Prohibited Person of any interest in Developer. The Design-Build Contract shall apply the same restriction on Prohibited Persons to equity transfers and change of control respecting the Design-Build Contractor and its joint venture members.

20.1.4 Transfers and transactions within any of the exceptions described in clauses (a) through (f) of the definition of Change of Control are allowed at any time without necessity for Owner's approval, provided that:

(a) For an exception described in clause (a) (with respect to any initial public offering), or clause (b) or (c), Developer shall deliver to Owner, within 10 days before the effectiveness of the transfer or transaction, written notice describing the transfer or transaction and (if applicable) the names of the transferor and transferee, together with documentation demonstrating that the transfer or transaction is within such an exception;

(b) For an exception described in clause (a) (other than with respect to an initial public offering), Developer shall deliver to Owner, within five days after the effectiveness of the transfer or transaction, written notice describing the transfer or transaction and (if applicable) the names of the transferor and transferee, together with documentation demonstrating that the transfer or transaction is within such an exception; and

(c) As a result of the transfer or transaction, there will occur no change in the Key Personnel, unless Owner first approves any such change as required by Section 9.8(c).

The same provisions shall be included in the Design-Build Contract, but with the written notices to be given to both Developer and Owner and with changes in Key Personnel to require approval from both Developer and Owner.

20.2 Standards and Procedures for Owner Approval

20.2.1 Where Owner's prior written approval is required for a proposed Equity Transfer or Change of Control (each a "**Transaction**"), Owner shall not unreasonably withhold its approval.

20.2.2 Among other factors and considerations, it shall be reasonable for Owner to withhold its approval if:

(a) The proposed Transaction does not comply with Section 20.1.3;

(b) Developer fails to demonstrate to Owner's reasonable satisfaction that: (i) the proposed Transaction that would amount to a Change of Control of Developer will not have any adverse effect on Developer's ability to timely perform its obligations under the Contract Documents and the Principal Project Documents, taking into account the financial resources, qualifications and experience of the proposed assignee, grantee or transferee; and (ii) the proposed assignee, grantee or transferee is in compliance with Owner's rules, regulations, and adopted written policies regarding organizational conflicts of interest; or

(c) At the time of the proposed Transaction, there exists any uncured Developer Default or any event or circumstance that with the lapse of time, the giving of notice or both would constitute a Developer Default, unless Owner receives from the proposed transferee assurances of cure and performance acceptable to Owner in its reasonable discretion.

20.2.3 Owner will approve or disapprove in writing within 60 days after it receives from Developer:

(a) A request for approval;

(b) A reasonably detailed description of the proposed Transaction; and

(c) Such information, evidence, and supporting documentation as Owner may request, which may include:

(i) the identity, financial resources, qualifications, experience, and potential conflicts of interest of the proposed transferee and its proposed contractors; and

(ii) evidence of organization and authority, incumbency certificates, certificates regarding debarment or suspension, and other certificates, representations, and warranties.

20.2.4 Owner will evaluate:

(a) The identity, financial resources, qualifications, experience, and potential conflicts of interest using the same standards and criteria that it is then currently applying, or if there is no current application, then the same standards and criteria it most recently applied, to the evaluation of Persons responding to Owner's requests for qualifications for similar agreements for projects and scopes of work of comparable size and complexity as the Project and the Work; and

(b) Potential conflicts of interest using Owner's then current policies and guidelines regarding organizational conflicts of interest.

20.2.5 If, for any reason, Owner does not act within such 60-day period, or any extension thereof by mutual agreement of the Parties, then the proposed Transaction shall not be permitted, subject to Developer's right, in the case of a proposed Transaction governed by this Section 20.2, to submit a Dispute for resolution according to the Dispute Resolution Procedures.

20.2.6 Any purported Transaction in violation of this Section 20.2 shall be null and void *ab initio* and Owner, at Owner's option and sole discretion, may declare any such attempted Transaction to be a material Developer Default.

20.3 Restrictions on Assignment, Subletting and Other Transfers of Developer's Interest or the Project

20.3.1 Developer shall not voluntarily or involuntarily sell, assign, convey, pledge, mortgage, encumber or otherwise transfer Developer's Interest or any portion thereof without Owner's prior written approval, which shall be in Owner's sole discretion.

20.3.2 Developer shall not grant any special right of entry onto, use of, or right to manage and control the Project to any other Person except as expressly contemplated in this Agreement without Owner's prior written approval, in its sole discretion.

20.3.3 Any purported voluntary or involuntary sale, assignment, subletting, conveyance, pledge, mortgage, encumbrance, transfer or grant of special use, management or control of the Project in violation of this provision shall be null and void *ab initio* and Owner, at Owner's option and sole discretion, may declare any such attempted action to be a material Developer Default.

20.4 Assignment by Owner

Owner may assign all or any portion of its right, title and interest in the Contract Documents, Payment Bonds and Performance Bonds, guaranties, letters of credit and other security for payment or performance:

(a) in its sole discretion and without Developer's consent, to any other Person that succeeds to the powers and authority of Owner respecting the Los Angeles Convention Center under the Los Angeles City Charter and Los Angeles Administrative Code; and

(b) to others with the prior written consent of Developer, which consent cannot be unreasonably withheld if Owner's assignee has a credit rating equal to or better than Owner's senior lien rating at the time of the assignment as measured by a Rating Agency.

20.5 Assumption

Each transferee of Developer's Interest, including any Person who acquires Developer's Interest through foreclosure, transfer in lieu of foreclosure or similar proceeding, shall execute and deliver to Owner an assumption agreement in form acceptable to Owner, providing that the transferee takes Developer's Interest subject to, and shall be bound by, the Principal Project Documents, the Project Management Plan, including the Design Quality Management Plan and the Construction Quality Management Plan, all other Developer plans prepared and in force pursuant to the Contract Documents, the Key Contracts, the Governmental Approvals, all agreements between the transferor and Third Parties, and all agreements between the transferor and Authorities Having Jurisdiction, except to the extent otherwise approved by Owner.

20.6 Change of Organization or Name

20.6.1 Developer shall not change the legal form of its organization in a manner that adversely affects Owner's rights, protections and remedies under the Contract Documents without the prior written approval of Owner.

20.6.2 If either Party changes its name, such Party agrees to promptly furnish the other Party with notice of change of name and appropriate supporting documentation.

ARTICLE 21. RECORDS AND AUDITS; INTELLECTUAL PROPERTY

21.1 Maintenance and Inspection of Records

21.1.1 Developer shall undertake the following with respect to its Books and Records:

(a) keep and maintain said Books and Records, including copies of all original documents delivered to Owner, in Los Angeles, California, or in another location

approved by Owner in writing, and notify Owner where the Books and Records are kept;

(b) keep and maintain Books and Records in accordance with applicable provisions of the Contract Documents, including the Technical Requirements, applicable provisions of the Project Management Plan, Good Industry Practice, and generally accepted accounting principles;

(c) make all Books and Records available for inspection by Owner and its representatives in Developer's principal offices in Los Angeles, California, or in accordance with each IP Escrow, at all times during normal business hours, or at other reasonable times during the term of this Agreement;

(d) provide to Owner, or make available to Owner for review in accordance with each IP Escrow, copies of any Books and Records as and when reasonably requested by Owner. Owner may inspect upon 48 hours' prior notice or without prior notice where there is good faith suspicion of fraud. Owner's right of inspection includes the right to make extracts and take notes and shall not be construed as a waiver by Developer of the attorney-client privilege;

(e) retain all Books and Records related to the Work until five years after the Final Completion, provided that all records which are being audited or which relate to Claims and Disputes being processed or actions brought under the Dispute Resolution Procedures shall be retained and made available until any later date that such audits, Claims, Disputes and actions are finally resolved; and

(f) permit Owner, upon 10 days' prior notice to Developer (which notice shall identify the persons Owner requests to be present for an interview and describe with reasonable specificity the subject matter to be raised in the interview), to discuss the obligations of Developer under this Agreement with any of the directors, chief executive officer and chief financial officer of Developer or its representatives, for the purpose of enabling Owner to determine whether Developer is in compliance with this Agreement and applicable Law. The interviewees and their employers may have counsel present at the interviews.

21.1.2 Developer shall cause each Key Contract to include the provisions of Section 21.1.1, to the extent applicable, modified as appropriate to apply to the Contractor's Books and Records.

21.1.3 Exhibit 16 (Federal, State, and City Requirements) includes additional requirements regarding maintenance and inspection of Books and Records.

21.2 Audits

21.2.1 Owner may review and audit Developer, its Contractors and their respective Books and Records as and when Owner deems necessary for purposes of verifying compliance with the Contract Documents and applicable Law and verifying Claims.

21.2.2 Without limiting Section 21.2.1:

(a) Owner may audit the Project Management Plan and compliance therewith, including the right to inspect Work and/or activities and to verify the accuracy and

adequacy of the Project Management Plan and its component parts, plans and other documentation;

(b) the audits may be performed by employees or consultants of Owner or the City Controller, or by an auditor under contract with Owner or the City Controller;

(c) Developer shall provide adequate and appropriate work space for Owner or its representative(s) to conduct audits;

(d) Developer shall: allow auditor(s) access to such Books and Records during normal business hours; provide to Owner copies thereof, in any physical and/or digital medium, as and when reasonably requested by Owner; allow interviews of any employee who might have information related to such Books and Records; and otherwise cooperate with the auditors including furnishing a management representation letter upon request of the auditor; and

(e) Developer shall cause each Contract to include a similar right of Owner to audit records and interview staff of the Contractor, and a similar covenant to cooperate with the auditors.

The foregoing shall not be deemed to waive the right of Developer or Contractor to have counsel or other appropriate representatives present at the interview.

21.2.3 If any Owner audit results in a material correction to the Books and Records, as determined by Owner in its reasonable discretion, Developer shall pay the reasonable costs of Owner in conducting the audit, but if not, Owner will bear the costs of the audit.

21.2.4 Failure of Developer, Contractors or their agents to maintain and retain sufficient Books and Records to allow the auditors to verify all or a portion of a Claim or to permit the auditor access to its Books and Records to verify a Claim shall be sufficient basis for Owner to deny recovery by Developer of the Claim to the extent of such failure.

21.2.5 Full compliance by Developer with the provisions of this Section 21.2 (Audits) is a contractual condition precedent to Developer's right to seek relief on such Claim.

21.2.6 Owner's rights of audit include the right to observe the business operations of Developer and its Contractors to confirm the accuracy of Books and Records.

21.2.7 Developer shall include in the Project Management Plan internal procedures to facilitate review and audit by Owner and, if applicable, Owner representatives and the City Controller or their employees and consultants.

21.2.8 Developer represents and warrants the completeness and accuracy of all information it or its agents provides in connection with Owner audits, and shall cause all Contractors to represent and warrant the completeness and accuracy of all information such Contractors provide in connection with Owner audits.

21.2.9 Developer's internal and Third Party quality and compliance auditing responsibilities shall be identified in the Project Management Plan, in accordance with Section 2.7 (Project Management Plan) of the Technical Requirements and other related provisions concerning QA and compliance auditing.

21.2.10 Nothing in the Contract Documents shall in any way limit the constitutional and statutory powers, duties and rights of elected officials, including the independent rights of the City Controller, in carrying out his or her legal authority.

21.2.11 Pursuant to Government Code section 8546.7, this Agreement, and Developer and Owner as the contracting parties, are subject to the examination and audit of the California State Auditor, at the request of Owner or as part of any audit of Owner, for a period of three years after the final payment under this Agreement.

21.3 Public Records Act and Confidentiality

21.3.1 Developer acknowledges and agrees that all Submittals, records, documents, drawings, plans, specifications and other materials in Owner's possession, including any Books and Records submitted by Developer to Owner, may be considered public information subject to disclosure under the California Public Records Act (the "**PRA**").

21.3.2 If Developer believes any Books and Records submitted to Owner constitute trade secrets, proprietary information or other information that is not subject to or excepted from disclosure under the PRA, Developer shall be solely responsible for specifically and conspicuously designating that information by placing "CONFIDENTIAL" in the center header of each such page affected, as it determines to be appropriate. Any such designation of trade secret or other basis for exemption shall be accompanied by a concise statement of reasons supporting the claim including the specific Law that authorizes the exemption from disclosure under the PRA.

21.3.3 If Owner receives a request for public disclosure of information or materials that have been designated by Developer as "CONFIDENTIAL," Owner will use reasonable efforts to notify Developer of the request and may request advice from Owner's counsel before disclosing any such documents in accordance with applicable Law. Developer shall then have the opportunity to either consent to the disclosure or assert its basis for non-disclosure and claimed exception under the PRA or other applicable Law to Owner within the time period specified in the notice issued by Owner (if any) and before the deadlines for release in the PRA and other applicable Law. However, it is the responsibility of Developer to monitor requests for disclosure and proceedings and make timely filings. Owner may make filings of its own concerning possible disclosure; however, Owner is under no obligation to support Developer's positions. By entering into this Agreement, Developer consents to, and expressly waives any right to contest, provision by Owner to Owner's counsel of all, or representative samples of, information or materials designated as "CONFIDENTIAL" by Developer, in accordance with the PRA. Owner shall have no responsibility or obligation for a failure of Developer to respond or to respond timely to any request for disclosure of information or materials designated as "CONFIDENTIAL" by Developer, in accordance with the PRA, and Owner shall not be required to wait for a response before making a disclosure or otherwise taking action under the PRA or other applicable Law. Under no circumstances will Owner be responsible or liable to Developer or any other party as a result of disclosing any such materials, including materials marked "CONFIDENTIAL", whether the disclosure is deemed required by Law or by an order of court or Owner's general counsel or occurs through inadvertence, mistake or negligence on the part of Owner or its officers, employees, contractors or consultants.

21.3.4 Nothing contained in this Section 21.3 shall modify or amend requirements and obligations imposed on Owner by the PRA or other applicable Law, and the provisions of the PRA or other Laws shall control to the extent of a conflict between the procedures under this Agreement

and applicable Law. Owner will not advise a submitting party or Developer as to the nature or content of documents entitled to protection from disclosure under the PRA or other applicable Laws, as to the interpretation of such Laws, or as to definition of trade secret. Developer is advised to contact its own legal counsel concerning the effect of applicable Laws to Developer's Books and Records and actions to be taken to preserve confidentiality.

21.3.5 In the event of any proceeding or litigation concerning the disclosure of any Books and Records to Third Parties, Owner's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court or other Authority Having Jurisdiction. Developer shall be responsible for prosecuting or defending any action, acting on its own behalf, concerning such materials at its sole expense and risk; provided, however, that Owner may intervene or participate in the litigation in such manner as it deems necessary or desirable. Developer shall indemnify and hold harmless Indemnified Parties from and against any and all claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response costs, costs and expenses, including any injury to or death of persons or damage to or loss of property (including damage to utility facilities), and including attorneys' and expert witness fees and costs, arising out of, relating to or resulting from Owner's refusal to disclose any material that Developer has designated as a trade secret.

21.3.6 Developer shall not provide or disclose any documents, information and materials provided to Developer by Owner or developed by Developer pursuant to this Agreement, or their contents or any information therein, either orally or in writing, to any person or entity, except (a) as authorized by Owner, (b) to the Design-Build Contractor, Contractors or Suppliers as needed in relation to their Project-related obligations, or (c) as required by Law. Developer shall immediately notify Owner of any attempt by a third party to obtain access to any such information. This provision will survive expiration or termination of this Agreement in accordance with Section 23.7(f) of this Agreement.

21.3.7 In addition to its obligations under Section 21.3.6, Developer agrees, and shall cause all Developer-Related Entities to agree, to prohibit communications with the media or public regarding the Project, Work, or information obtained in the course of the completion of the Work.

21.4 Data Protection

21.4.1 Developer shall protect, using the most secure means and technology that is commercially available, Owner Data. Developer shall notify Owner in writing as soon as reasonably feasible, and in any event within 24 hours, of Developer's discovery or reasonable belief of any unauthorized access to Owner Data (a "**Data Breach**"), or of any incident affecting, or potentially affecting Owner Data related to cyber security (a "**Security Incident**"), including denial of service attack, any system outage, instability or degradation due to computer malware or virus. Developer shall begin remediation immediately. Developer shall provide daily updates, or more frequently if required by Owner, regarding findings and actions performed by Developer until the Data Breach or Security Incident has been effectively resolved to Owner's satisfaction. Developer shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with Owner. At Owner's sole discretion, Owner and its authorized agents shall have the right to lead or participate in the investigation. Developer shall cooperate fully with Owner, its agents and law enforcement.

21.4.2 If Owner is subject to liability for any Data Breach or Security Incident, then Developer shall fully indemnify and hold harmless Owner and defend against any resulting actions.

21.5 Intellectual Property

21.5.1 Developed IP

21.5.1.1 Developer acknowledges and agrees that all Developed IP, in any medium, is either owned by Owner or specially ordered or commissioned by Owner, including works made for hire pursuant to 17 U.S.C. § 101 (the U.S. Copyright Act of 1976), and shall be owned by Owner upon authorship, creation, development or invention. Developer hereby assigns to Owner all rights, title and interest in and to the Developed IP including any and all Work and deliverables, IP Materials, and designs. If any Developed IP is not the proper subject matter or is determined not to be a work-made-for-hire pursuant to the U.S. Copyright Act, Developer hereby assigns, and shall cause all Developer-Related Entities to assign, to Owner all rights, title and interest in and to the Developed IP including any deliverable. Developer agrees to execute, and shall cause all Developer-Related Entities to execute, such further documents and to do such further acts as may be necessary to perfect, register, or enforce Owner's ownership of such rights, in whole or in part. If any Developer-Related Entity fails or refuses to execute any such documents, Developer, for itself and on behalf of any Developer-Related Entity, hereby appoints Owner as the necessary Developer-Related Entity's attorney-in-fact (this appointment is irrevocable and is coupled with an interest) to act on Developer-Related Entity's behalf and to execute such documents. Developer hereby forever waives and agrees never to assert, and shall cause any Developer-Related Entity to waive and never to assert, against Owner, its successors or licensees any and all "moral rights" (including claims based on 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), specifically including 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990)) that such Developer-Related Entity may have in any Intellectual Property or deliverable even after expiration or termination of this Agreement and any other Principal Project Document.

21.5.1.2 All deliverables authored, created or developed under or for the purpose of the Contract Documents, the Work or the Project shall be owned by Owner immediately upon creation or generation, physically or digitally, and whether or not such deliverable and/or work product have been delivered to Owner under the terms of the Contract Documents.

21.5.1.3 Developer shall deliver to Owner all Work, IP Materials, deliverables and/or other work product that incorporate Developed IP (a) at time(s)/dates(s) pursuant to the Contract, or (b) as soon as reasonably practicable after such creation or generation, but in no event later than the effective date of expiration or termination of this Agreement.

21.5.1.4 Owner hereby grants to Developer a limited, non-exclusive license to use, exploit, manufacture, distribute, reproduce, adapt and display the Owner Intellectual Property and Project Intellectual Property solely in connection with and limited to: (a) incorporation of relevant Intellectual Property into the Project or Work; (b) performance, provision, furnishing and discharge of the Work; and (c) licensing to other entities (to the extent required for interoperability). All Intellectual Property rights of Owner, including the Los Angeles Convention Center's name and other trademarks, not specifically granted to Developer pursuant to the Contract Documents are reserved to Owner. All rights granted in this Section 21.5.1 shall terminate on the Termination Date.

21.5.2 Developer IP

21.5.2.1 Developer hereby grants to Owner an irrevocable, perpetual, non-exclusive, transferable (solely to a permitted Owner's assignee under Article 20 (Assignment and Transfer)),

fully paid-up right and license to use, exploit, manufacture, distribute, reproduce, adapt, display and prepare derivative works ("**Base License Rights**") of Developer IP solely in connection with the Project or Work. The rights granted herein shall survive the termination, expiration or cancellation of this Agreement or any rights related thereto.

21.5.2.2 Developer shall identify and disclose to Owner all Developer IP required by, incorporated in, or combined with the Work or the Project.

21.5.3 Third Party Intellectual Property

21.5.3.1 Developer shall use commercially reasonable efforts to secure Base License Rights in the name of Owner to Third Party IP in connection with the Project or Work, and shall pay any and all royalties and license fees required to be paid for any Intellectual Property required by, incorporated in, or combined with the Project IP.

21.5.3.2 If the owner of Third Party IP refuses to grant a Base License Right pursuant to Section 21.5.3.1, Developer shall:

(a) obtain Owner's prior written approval of the terms and conditions of Third Party IP licenses;

(b) identify and disclose to Owner all Third Party IP required by, incorporated in, or combined with the Project IP; and

(c) obtain from each owner of the Third Party IP prior consent to have the relevant Third Party IP deposited into an IP Escrow in accordance with Section 21.6 (Intellectual Property Escrows), or, to the extent the owner of the relevant Third Party Intellectual Property has not provided such consent, obtain Owner's prior written approval for a waiver of this requirement, not to be unreasonably withheld.

21.5.3.3 Developer shall not incorporate Third Party IP into the Project without first obtaining (a) the licenses described in Section 21.5.3.1 and (b) consent from each owner of the Third Party IP or from Owner in accordance with Section 21.5.3.2(c). The rights granted in this Section 21.5.3 shall survive the termination, expiration or cancellation of this Agreement or any rights related thereto.

21.5.4 Owner IP and Owner Data

21.5.4.1 Owner hereby grants to Developer-Related Entities a limited, non-exclusive license to use, exploit, manufacture, distribute, reproduce, adapt and display the Project IP, Owner IP, and Owner Data, and any deliverable and/or other work product incorporating such Intellectual Property, solely in connection with and limited to: (a) incorporation of relevant Intellectual Property into the Project or Work; (b) performance, provision, furnishing and discharge of the Work; and (c) licensing to other entities (to the extent required for interoperability). All rights not specifically granted in this Section 21.5.4.1 are reserved to Owner. No rights to Owner trademarks, whether or not the subject of a trademark state or US application or registration, are granted to Developer and Developer may not incorporate, refer to, or otherwise use such Owner trademarks for any marketing, promotional or advertising purposes.

21.5.4.2 In addition to Developer's obligations and restrictions related to Owner Data in this Contract, Developer acknowledges and agrees that all Owner Data, including the results or

creation of any anonymization, de-identification, aggregation or other analysis of such Owner Data, whether physical or digital, is owned by Owner. Except as specifically provided in this Contract, no Developer-Related Entity shall make use of Owner Data, including any anonymized, de-identified, or aggregated versions thereof, even if such use is for such Developer-Related Entity's internal use or analysis, whether or not commercial value is available or received, and/or such information or data is available in other, separate or cumulative sources.

21.5.4.3 Notwithstanding any other term or condition of this Agreement, the rights and permissions granted under this Section 21.5.4 shall terminate (i) upon the Termination Date, or (ii) upon 24-hour written notice by Owner to Developer, whichever is earlier.

21.5.4.4 Except as, and to the limited extent, required by applicable Laws, Developer shall keep and maintain, and shall cause all Developer-Related Entities to keep and maintain, all Owner IP and Owner Data strictly confidential. Before any release of any Owner IP or Owner Data pursuant to applicable Laws, Developer must consult with Owner and the City Attorney's Office regarding such release and obtain consent to such release. Any release shall be limited to the minimum required to satisfy the applicable Law.

21.5.5 Delivery of IP Materials

Subject to clause (k) of Exhibit 15D (Conditions to Substantial Completion) and clause (f) of Exhibit 15E (Conditions to Final Completion), Developer shall deliver to Owner all IP Materials related to Developer Intellectual Property and Third Party Intellectual Property, or deposit such IP Materials into IP Escrow(s) in accordance with Section 21.6 (Intellectual Property Escrows), as soon as reasonably practicable following incorporation of the relevant Intellectual Property into the Project or Work.

21.5.6 Payments Inclusive

Developer acknowledges and agrees that the payments provided for in Article 11 (Payments to Developer) include all royalties, fees, costs and expenses arising from or related to the Project Intellectual Property, including any fees pursuant to Section 21.6 (Intellectual Property Escrows).

21.6 Intellectual Property Escrows

21.6.1 Owner and Developer acknowledge that Developer or other Developer-Related Entities may not wish to deliver IP Materials, work product or other deliverables directly to Owner pursuant to the delivery obligations of Section 21.5, as public disclosure could deprive such Person of commercial value. Developer further acknowledges that Owner nevertheless must be ensured access to such IP Materials at any time, and must be assured that the IP Materials are delivered to Owner pursuant to Section 21.5.5 (Delivery of IP Materials).

21.6.2 In lieu of delivering the IP Materials directly to Owner, Developer may elect to deposit the IP Materials with a neutral depository. In such event, Owner and Developer shall: (a) mutually select one or more escrow companies or other neutral depositories (each an "**IP Escrow Agent**") engaged in the business of receiving and maintaining escrows of software source code and/or other Intellectual Property; (b) establish one or more escrows (each an "**IP Escrow**") with the IP Escrow Agent on terms and conditions reasonably acceptable to Owner and Developer for the deposit, retention, upkeep, authentication, confirmation and release of IP Materials to Owner pursuant to this Agreement; (c) determine a date for Developer's deposit of the IP Materials into the IP Escrow; and (d) determine a process for releasing from escrow the IP Materials to be

delivered to Owner pursuant to this Agreement. IP Escrows also may include Affiliates as parties and may include deposit of their Intellectual Property. Developer shall be responsible for the fees and costs of the IP Escrow Agent(s).

21.6.3 The IP Escrows shall survive expiration or earlier termination of this Agreement regardless of the reason.

21.6.4 The IP Materials shall be released and delivered to Owner in any of the following circumstances:

(a) the Termination Date;

(b) early termination of this Agreement for Developer Default; or

(c) Developer-Related Entity fails or ceases to provide services as necessary to permit continued use of any Developer Intellectual Property for purposes of the Project or any Work.

21.7 Owner's Use of IP Materials

21.7.1 Owner may use, exploit (including sublicensing any rights as necessary), manufacture, distribute, reproduce, adapt and display the IP Materials delivered to Owner pursuant to Section 21.5.5 (Delivery of IP Materials) or released to Owner under Section 21.5.4 (Owner IP and Owner Data) for the purposes of (a) completion of the Project, and (b) operation, maintenance, renewal, resupply, or expansion of the Project. Owner's rights under this clause shall survive the termination, expiration or cancellation of this Agreement.

21.7.2 Owner shall keep IP Materials delivered to Owner pursuant to Section 21.5.5 (Delivery of IP Materials) or released to Owner in accordance with Section 21.5.4 (Owner IP and Owner Data) confidential and protected from disclosure except as permitted by this Agreement or in accordance with applicable Law.

ARTICLE 22. ADVERTISING AND OTHER BUSINESS OPPORTUNITIES

22.1 Rights and Interests in the Project and Site

Developer's rights and interests in the Project and Site are limited to such rights and interests that are required for performing the Work and Developer's timely fulfillment of its obligations under the Contract Documents. Developer's rights and interests exclude any Airspace which is not necessary and required for such purposes.

22.2 Advertising and Business Opportunities

22.2.1 Owner reserves all rights and opportunities concerning:

(a) advertising on the Project and, as between Developer and Owner, within the Project Limits, including use of Project physical assets for advertising purposes; and

(b) entrepreneurial, commercial and business activities that are ancillary or collateral to the use and operation of the Project and Site, whether developed or pursued by

Owner or through others worldwide. The rights and opportunities reserved to Owner under this Section 22.2.1(b) include the rights described in Section 22.2.1(a) and any sponsorships, naming rights, etc. (collectively, "**Business Opportunities**").

22.2.2 Developer shall cooperate and grant all necessary access to Owner and any Third Party designees authorized by Owner in connection with Owner's exercise of its rights relating to advertising and Business Opportunities. Developer shall be compensated for reasonable costs and expenses incurred directly by Developer in installing and maintaining facilities for advertising or Business Opportunities (other than routine maintenance), through a Change Order.

22.2.3 Except as authorized by Owner, including with respect to advertising by tenants and vendors, Developer shall not permit or engage in:

(a) any advertising within the Project Limits;

(b) use of occupation of the Project for any Business Opportunities; and

(c) operation of any business within the Site, including (i) the sale of products or services (including any newsstand or concession stand for the sale of food, beverages or gifts or other retail or rental services); or (ii) the sale or rental of any wire, cable, transmission or receiving device or any other utility on, or transmission or receipt of any electronic communication to or from, any part of the Project.

22.2.4 Developer may request Owner to consider Business Opportunities. If Owner consents, the parties shall execute an amendment to the Contract Documents memorializing the agreement reached, including any agreement as to any revenue and cost attribution.

22.2.5 Unless expressly approved by Owner, Developer may not allow any Person to use or occupy the Project for any ancillary or collateral purpose.

22.3 Signage

Developer's rights and obligations in connection with signage at or near the LACC are limited to Developer's applicable scope of Work described in Appendix 9 (Signage Scope) of the Technical Requirements and associated compensation payable pursuant to the Owner Allowance set forth in Section 11.3.1(a), which amount has been included in the D&C Contract Amount.

22.4 Remedies

If a Developer Default concerns a breach of the provisions of Section 22.2 (Advertising and Business Opportunities), then, in addition to any other remedies available to Owner under this Agreement or applicable Law, Owner shall be entitled to receive from Developer an amount equal to all profits from the prohibited activity, together with interest thereon at the Late Payment Rate from the date of collection until the date payment is made. In addition, Owner may require Developer to restore the Project to its original condition or to transfer to Owner all of Developer's interest in the prohibited assets and improvements and revenues derived therefrom, or any combination of the foregoing.

ARTICLE 23. MISCELLANEOUS

23.1 Standard for Approvals

In all cases where approvals, acceptances or consents are required to be provided by Owner or Developer hereunder, such approvals, acceptances or consents shall not be withheld unreasonably, except in cases where a different standard (such as sole discretion) is specified. In cases where sole discretion is specified, the decision shall not be subject to Dispute Resolution Procedures hereunder.

23.2 Amendments

The Contract Documents may be amended only by a written instrument duly executed by or on behalf of the Parties, except to the extent expressly provided otherwise in this Agreement (*e.g.*, Sections 7.2.5, 12.1, 12.3 and 12.5).

23.3 Waiver

23.3.1 The failure of a Party to exercise or delay in exercising any right under this Agreement shall not:

(a) constitute a waiver of such right or any other right under the Contract Documents; or

(b) relieve the other Party from performance of its obligations under the Contract Documents except as otherwise provided in the Contract Documents.

23.3.2 No waiver of any right under this Agreement shall be effective unless made in a writing duly executed by a duly authorized representative of the Party charged with the waiver.

23.3.3 Any waiver under Section 23.3.2 shall be limited to the specific instance and shall not constitute a waiver of such right in the future or of any other right under this Agreement.

23.3.4 If the Parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both Parties (or, for Deviations, documented pursuant to Section 12.5 (Deviations)), such interpretation and implementation thereof will not be binding in the event of any future Disputes.

23.3.5 No waiver of any right under this Agreement shall be deemed to have occurred as the result of any acceptance by Owner, any payment for or acceptance of the whole or any part of the Work, any extension of time, or any possession taken by Owner.

23.4 Independent Contractor; No Joint Venture or Partnership

23.4.1 Developer is an independent contractor. Neither Developer nor any of its employees or agents is or shall be deemed to be an employee or agent of Owner, and in no event shall the relationship between Owner and Developer be construed as creating any relationship whatsoever between Owner and Developer's employees or agents. Except as otherwise provided in the Contract Documents, Developer has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its

agents, for all Contractors and for all other Persons that Developer or any Contractor hires to perform or assist in performing the Work.

23.4.2 Nothing in the Contract Documents is intended or shall be construed to create any partnership, joint venture or similar relationship between Owner and Developer; and in no event shall either Party take a position in any tax return or other writing of any kind that a partnership, joint venture or similar relationship exists.

23.4.3 Developer shall not have, or be deemed to have, power or authority to make any commitments on Owner's behalf or to execute agreements in the name of or on behalf of Owner. Developer shall not enter into any agreement with any Governmental Entity, Utility Owner, Authority Having Jurisdiction, property owner or other Third Party having regulatory jurisdiction over any aspect of the Project or Work or having any property interest affected by the Project or the Work that in any way purports to obligate Owner, or states or implies that Owner has an obligation to the Third Party, to undertake any activity, unless Owner otherwise approves.

23.5 Successors and Assigns

The Contract Documents shall be binding upon and inure to the benefit of Owner and Developer and each of their permitted successors, assigns and legal representatives.

23.6 Designation of Representatives; Cooperation with Representatives

23.6.1 Owner and Developer shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to the Contract Documents. Exhibit 3 (Initial Designation of Authorized Representatives) provides the initial Authorized Representative designations. A Party may change such designations by written notice in accordance with Section 23.10 (Notices and Communications).

23.6.2 Developer shall cooperate with Owner and all representatives of Owner designated as described above in performance of their obligations under the Contract Documents.

23.7 Survival

The following provisions shall survive the expiration or earlier termination of this Agreement and/or the completion of the Work:

(a) Developer's and Owner's representations and warranties;

(b) the Dispute Resolution Procedures;

(c) the indemnifications, limitations and releases contained in Sections 10.5 and 10.6.2;

(d) the limitations on remedies contained in Section 16.6 (Limitation on Consequential Damages);

(e) the express obligations of the Parties following termination (including those in Articles 17 (Termination) and 20 (Assignment and Transfer); and

(f) all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement and/or completion of the Work.

23.8 Limitation on Third Party Beneficiaries

Except to the extent that specific provisions (such as the warranty and indemnity provisions) identify Third Parties and state that they are entitled to benefits, (a) it is not intended by any of the provisions of the Contract Documents to create any third party beneficiary to this Agreement or to authorize anyone not a Party to maintain a suit for personal injury or property damage under this Agreement, and (b) the duties, obligations and responsibilities of the Parties with respect to third parties shall remain as imposed by Law. The Contract Documents shall not be construed to create a contractual relationship of any kind between Owner and a Contractor or any Person other than Developer.

23.9 Governing Law; Venue

The Contract Documents shall be governed by and construed in accordance with the laws of the State, any applicable federal law, the Los Angeles City Charter, and the ordinances, regulations, codes, and Executive Orders enacted and/or promulgated pursuant thereto. In any action arising out of this Agreement, Developer consents to personal jurisdiction, and agrees to bring all such actions, exclusively in State or federal courts located in Los Angeles County, California.

23.10 Notices and Communications

23.10.1 Notices under the Contract Documents shall be in writing and: (a) delivered personally; (b) sent by certified mail, with return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by email communication followed by a hard copy and with receipt confirmed by telephone. Further, all such notices shall be standalone and cite the relevant provision of the Contract Documents pursuant to which it is being delivered.

23.10.2 Notices under Section 23.10.1 shall be sent to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

(a) All notices to Developer shall be delivered to the following address or as otherwise directed by Developer's Authorized Representative:

AEG Plenary Conventions Los Angeles LLC
[ADDRESS]
Attention: [_____]
Email: [_____]

In addition, copies of all NTP 1, NTP 2, all notices regarding Disputes, and suspension, termination and default notices shall be delivered to the following people:

[NAME]
[ADDRESS]
Attention: [_____]
Email: [_____]

and

[NAME]
[ADDRESS]
Attention: [_____]
Email: [_____]

(b) All notices to Owner shall be marked as regarding the Project and shall be delivered to the following address or as otherwise directed by Owner's Authorized Representative:

Bureau of Engineering, Program Manager
Attention: Richard Louie
1149 S. Broadway, Suite 890
Los Angeles, CA 90015

In addition, copies of all notices to Owner shall be marked as regarding the Project and shall be delivered to the City Attorney of the City of Los Angeles at the following address:

Office of the City Attorney of Los Angeles
Attention: General Counsel for Bureau of Engineering
200 North Main Street
Los Angeles, CA 90012-4110

23.10.3 Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery, except notices received after 5:00 p.m. (Pacific Time) shall be deemed received on the first Business Day following delivery.

23.10.4 Any technical or other communications pertaining to the Work shall be conducted by Developer's Authorized Representative and Owner's Authorized Representative.

23.11 Severability

23.11.1 If any provision or part of the Contract Documents is ruled invalid (including invalidity due to any statutory change or other change in Law) by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such provision or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties, including an equitable adjustment to Developer's compensation to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such provision or part shall not affect the validity or enforceability of the balance of the Contract Documents, which shall be construed and enforced as if the Contract Documents did not contain such invalid or unenforceable provision or part.

23.11.2 If after the efforts required by Section 23.11.1, no interpretation or reformation of the Contract Documents can reasonably be adopted that will return the Parties to the benefits of their original bargain, then the court order shall be treated as a Termination Due to Court Ruling under Section 17.4.3 (Termination Due to Court Ruling).

23.12 Construction and Interpretation of Agreement

23.12.1 The Contract Documents shall be construed simply, as a whole and in accordance with the fair meaning of the language used and not strictly for or against any Party.

23.12.2 The Parties acknowledge and agree that (a) the Contract Documents are the product of an extensive and thorough, arm's-length exchange of ideas, analyses, questions, answers, information and drafts over the course of more than a year prior to the Effective Date; (b) each Party has been given the opportunity to independently review the Contract Documents with legal counsel; and (c) each Party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of the Contract Documents. Accordingly, in the event of a conflict, ambiguity or inconsistency in or Dispute regarding the interpretation of the Contract Documents, the Contract Documents shall not be interpreted or construed against the Party preparing it, and instead the Dispute resolver shall consult other customary rules of interpretation and construction.

23.12.3 The captions of the articles, sections and subsections in the Contract Documents are for convenience only and are not to be treated or construed as part of this Agreement.

23.12.4 Unless otherwise expressly stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meaning.

23.12.5 Wherever the word "including", "includes" or "include" is used in the Contract Documents, it is deemed to be followed by the words "without limitation." Wherever reference is made in the Contract Documents to a particular Governmental Entity, it includes any public agency succeeding to the powers and authority of such Governmental Entity.

23.12.6 References to "days" contained in the Contract Documents shall mean calendar days unless otherwise stated.

23.12.7 Subject to Section 23.12.8, if the day on or by which any thing is to be done in accordance with this Agreement is not a Business Day, that thing must be done on the next Business Day.

23.12.8 If the Contract Documents require action to be taken in the event of an emergency and otherwise where it is clear that performance is intended to occur on a non-Business Day, Developer shall be required to perform such obligations, even though the date in question may fall on a non-Business Day.

23.12.9 As used in this Agreement and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

23.12.10 All monetary amounts and obligations in the Contract Documents are expressed and payable in U.S. dollars.

23.12.11 Each party must perform its obligations in accordance with this Agreement at its own cost, unless expressly provided otherwise.

23.12.12 If this Agreement requires calculation of an amount payable to a party there must be no double counting in calculating that amount.

23.12.13 Any reference to systems or technology specified in the Contract Documents to be used for the Project means such systems or technology or their equivalent based on advances in technology, with respect to Work, as at 30 days prior to the Setting Date.

23.13 Further Assurances

Each Party shall promptly execute and deliver to the other Party all such instruments and other documents and assurances as are reasonably requested by the second Party to further evidence its obligations hereunder, including, specifically with respect to Developer, assurances regarding the validity of (a) the assignments of Contracts contained herein and (b) any instruments securing performance hereof.

23.14 Entire Agreement

Owner and Developer agree and expressly intend for the Contract Documents to constitute a single, non-severable, integrated agreement whose terms are interdependent and non-divisible. The Contract Documents contain the entire understanding of the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings, statements, representations and negotiations, in each case oral or written, between the Parties with respect to the subject matter of this Agreement.

23.15 Counterparts

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

APPROVED AS TO FORM

Hydee Feldstein Soto, City Attorney

Date:_____

By:_____

Assistant/Deputy City Attorney

ATTEST

By:_____

City Clerk (signature)

_____

Print Name

CITY OF LOS ANGELES

By:_____

[President]
[Board of Public Works][5]

By:_____

[Commissioner]
[Board of Public Works]

By:_____

[Commissioner]
[Board of Public Works]

AEG PLENARY CONVENTIONS LOS ANGELES LLC

By: Plenary Americas US Holdings Inc.
Sole Member

By:_____

Signature

_____

Print Name

_____

Print Title

_____

Contractor's License Number

[5] Per City Attorney's Office, signature to be provided by either President or Commissioner.

EXHIBIT 1

ABBREVIATIONS AND DEFINITIONS

Unless otherwise specified, whenever the following abbreviations or terms are used in the Agreement and the other Contract Documents, they have the meanings given below. References in this Exhibit 1 to Sections and Exhibits shall mean sections of and exhibits to the Agreement unless otherwise specified.

ABA	Architectural Barriers Act
ADA	Americans with Disabilities Act
AHJ	Authority(ies) Having Jurisdiction
AOR	Architect of Record
BCA	City of Los Angeles' Department of Public Works, Bureau of Contract Administration, acting as Owner
BIP	City of Los Angeles' Business Inclusion Program
BMP	Best Management Practices
BOE	City of Los Angeles' Bureau of Engineering, acting as Owner
BPS	Baseline Project Schedule
CBC	California Building Code
CEQA	California Environmental Quality Act, California Public Resources Code § 21000 *et seq.*, as it may be amended
C.F.R.	Code of Federal Regulations
CIP	Controlled Insurance Program
CPJC	Construction Period Joint Committee
CPM	Critical Path Method
CQCM	Construction Quality Control Manager
CQMP	Construction Quality Management Plan
D&C	Design and Construction
DQMP	Design Quality Management Plan
DVBE	Disabled Veteran Business Enterprise
EBE	Emerging Business Enterprise
EMP	Environmental Management Plan
ENA	Exclusive Negotiation Agreement
EOR	Engineer of Record
EPA	United States Environmental Protection Agency
FEMA	Federal Emergency Management Agency, or its successor entity
HAZCOM	Hazard Communication
IP	Intellectual Property
IT	Information Technology
LACC	Los Angeles Convention Center
LADBS	City of Los Angeles Department of Building and Safety
LADOT	City of Los Angeles Department of Transportation
LADWP	Los Angeles Department of Water and Power
LAFD	City of Los Angeles, Fire Department
LAPD	City of Los Angeles, Police Department

LBE	Local Business Enterprise
LC	Letter of Credit
LEED	Leadership in Energy & Environmental Design
MBE	Minority Business Enterprise
MEP	Mechanical, Electrical and Plumbing
MOT	Maintenance of Traffic
NTP	Notice to Proceed
OBE	Other Business Enterprise
OCC	City of Los Angeles' Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance
OFAC	United States Office of Foreign Assets Control
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
PLA	Project Labor Agreement
PMP	Project Management Plan
PMCS	Project Management Control Systems
PRA	California Public Records Act
QA	Quality Assurance
QC	Quality Control
QM	Quality Management
QMP	Quality Management Plan
QMS	Quality Management System
RAMPLA	Regional Alliance Marketplace for Procurement Los Angeles
RFCD	Release for Construction Documents
ROW	Right of Way
RTI	Ready to Issue
SBE	Small Business Enterprise
SF	Square Feet
TRs	Technical Requirements
TRB	Transportation Research Board
U.S.C.	United States Code
WBE	Women Business Enterprise
WBS	Work Breakdown Structure

50% Design Documents means, collectively, the following documents, in descending order of precedence: (a) Owner's positions reflected in the comment matrix, dated May 29, 2025, with respect to the "50% Design Development" Submittal submitted by Developer to Owner on November 15, 2024 under the Early Works Agreement (the "**Initial 50% DD Submittal**"); (b) the final list of value engineering changes agreed to by the Parties and dated as of [June 30,] 2025; and (c) the Initial 50% DD Submittal; and all such documents are attached as Exhibit 2E (50% Design Documents).

Accelerated Dispute Resolution Procedures means the procedures for resolving a Dispute relating to Owner's determination under Section 7.9.5(b) (Olympics Readiness) or Section 7.10.3.3 (Substantial Completion) as set forth in Section 18.4.2 (Accelerated Dispute Resolution).

Accessibility Law(s) means any statute, law, code, standard, regulation, ordinance, rule or common law applicable to the Project or the Work that pertains to the accessibility of facilities for any Individual with a disability, including the following (each as may be amended from time to time):

(a) all Title II and Title III regulations of the ADA (28 C.F.R. Part 35);

(b) Section 504, Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.);

(c) the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.);

(d) Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities (28 C.F.R. Part 36);

(e) Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines (36 C.F.R. Part 1191);

(f) Transportation Services for Individuals with Disabilities (ADA) (49 C.F.R. Part 37);

(g) Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles (49 C.F.R. 38);

(h) 2010 ADA Standards for Accessible Design;

(i) California Building Code (Title 24, California Code of Regulations);

(j) City of Los Angeles Building Code; and

(k) the California Disabled Persons Act (§ 54 et seq. of the California Civil Code).

Additional Property(ies) has the meaning set forth in Section 7.5.2.2.

Additive Tariff Event means a Tariff Event resulting in a positive Tariff Event Compensation Amount.

Adverse Weather Day means any day during the term of the Agreement in which inclement weather or a condition resulting from inclement weather prevents Design-Build Contractor from proceeding with at least 50% of the normal labor and equipment force engaged in the current controlling operation or operations for at least 50% of the total daily time being spent on the controlling operation or operations.

AEG has the meaning set forth in Recital C.

AEG Entities means, collectively, AEG, LA ALC and their affiliates, including without limitation all entities controlled by, controlling or under common control with AEG or LA ALC, and "AEG Entity" means any of them.

AEG Rights has the meaning set forth in the Early Works Agreement.

Affidavit of Final Completion means the affidavit described in Section 7.10.4.6.

Affiliate means:

(a) any Equity Member;

(b) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Developer or any Equity Member;

(c) any Person owned in whole or in part by (i) Developer, (ii) any Equity Member or (iii) any Affiliate of Developer under clause (b) of this definition, whether the ownership interest is direct or indirect, beneficial or of record, provided that ownership of less than 10% of the equity interest in a Person shall not give rise to Affiliate status;

(d) to the extent not included in (a) through (c) above, the Manager, as defined in the Management and Financial Services Agreement.

For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting rights or securities, by contract (including the MFSA), family relationship or otherwise.

Agreement means the Project Agreement to which this Exhibit 1 is attached, including all exhibits, appendices and attachments, as such agreement may be modified from time to time.

AHJ and Code Compliance Manager means the Key Person described in Section 21 (Authority Having Jurisdiction (AHJ) and Code Compliance Manager) of Exhibit 14C (Key Personnel Requirements).

Allowance Order has the meaning set forth in Section 11.3.3.

Apprentice(s) has the meaning set forth in California Labor Code section 3077.

Architect of Record (AOR) means the Key Person(s) described in Section 5 (Architect(s) of Record) of Exhibit 14C (Key Personnel Requirements).

Art Accommodation and Installation Work has the meaning set forth in Section 7.8.2.

As-Built Documents means the documents by this name as described in Appendix 2 (Submittals) of the Technical Requirements.

Authority(ies) Having Jurisdiction means an organization, office or individual responsible for enforcing the requirements of a Law, code, standard or Governmental Approval with respect to the Project or the Work, including responsibility for approving equipment, materials, an installation, or a procedure. Authority Having Jurisdiction includes each City Department that bears any such responsibility in its regulatory capacity. The term "Authorities Having Jurisdiction" refers to more than one such organization, office or individual.

Authorized Representative means the authorized representative for either Party identified in Exhibit 3 (Initial Designation of Authorized Representatives) or otherwise designated in accordance with the Agreement.

Base Incremental Costs has the meaning set forth in Section 1.1 of Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms).

Base License Rights has the meaning set forth in Section 21.5.2.1.

Baseline Project Schedule means the baseline logic-based CPM schedule for all Work leading up to and including Substantial Completion and Final Completion agreed to by the Parties and attached as Exhibit 2A (Baseline Project Schedule).

Best Management Practices (BMP) has the meaning set forth in Storm Water Management For Construction Activities: Developing Pollution Prevention Plans and Best Management Practices (EPA Document 832 R 92-005).

BIM Manager means the Key Person described in Section 19 (BIM Manager) of Exhibit 14C (Key Personnel Requirements).

BIP Due Date means, with respect to a given scope of work, the applicable deadline for Developer to complete BIP outreach in accordance with Exhibit 21 (City of Los Angeles Business Inclusion Program), as mutually agreed to pursuant to Section 9.9.4.1.

Board has the meaning set forth in Recital S

Bond Requirements has the meaning set forth in Section 4.1.

Books and Records means any and all documents, books, records, papers, or other information of any Developer-Related Entity or Affiliate or AEG Entity relating to the Project or the Work, including (a) all design and construction documents (including Record Documents, drawings, specifications, Submittals, Contracts, schedules, meeting minutes, budgets, forecasts and change orders), (b) all budgets, certificates, claims, correspondence, data (including test data), invoices, receipts, records of payments, documents, expert analyses, facts, files, information, investigations, logs, materials, notices, plans, manuals, procedures, training materials, projections, proposals, records, reports, requests, samples, schedules, settlements, statements, studies, surveys, tests, test results, and vehicular traffic information analyzed, categorized, characterized, created, collected, generated, maintained, processed, produced, prepared, provided, recorded, stored or used by any Developer-Related Entity or Affiliate or AEG Entity in connection with the Project or the Work, (c) all Governmental Approvals, inspection reports, correspondence and orders from, with or to Authorities Having Jurisdiction, and (d) with respect to all of the above, any information that is stored electronically or on computer-related media (in its original source and not converted to PDF or other format). For purposes of the requirements of the Contract Documents to maintain Books and Records, the term "Books and Records" includes documents or information that are subject to the attorney-client privilege, but for purposes of requirements of the Contract Documents to provide access to Books and Records, the term specifically excludes documents or information that are subject to the attorney-client privilege and are identified in a privilege log as attorney-client privileged information.

Bureau of Contract Administration (BCA) means one of the five bureaus within the City of Los Angeles' Department of Public Works.

Bureau of Engineering (BOE) means one of the five bureaus within the City of Los Angeles Department of Public Works.

Business Day means any weekday (*i.e.*, Monday through Friday) except for those weekdays on which (a) the City is officially closed for business or (b) banks are not required or authorized by Law to be open in the State.

Business Inclusion Plan means Developer's plan developed under the Early Works Agreement and attached to the Agreement as Exhibit 2D (Business Inclusion Plan) to comply with the Business Inclusion Program.

Business Inclusion Program (BIP) means the City's Business Inclusion Program, as described in Exhibit 21 (City of Los Angeles Business Inclusion Program).

Business Opportunities has the meaning set forth in Section 22.2.1(b).

Caltrans means the California Department of Transportation.

CEQA Approval means the documentation and decisions under CEQA relating to the Project.

Certificate of Occupancy means a certificate issued by the City of Los Angeles Department of Building and Safety, certifying that a New Facility, a Modernized Facility, or a portion thereof, as applicable, has met all applicable building code standards and requirements under the California Building Code and is authorized for occupancy.

Certificate of Substantial Completion means the certificate issued by Owner as contemplated in Section 7.10.3.5(a).

Certification of Statement of Completion means the certificate issued by Owner as contemplated in Section 7.10.4.5(a).

Change in Law means:

(a) the adoption of any federal, State or local Law at any point after the Setting Date; and

(b) any change in any federal, State or local Law or in the interpretation or application thereof by any federal, State or local Governmental Entity, as applicable, after the Setting Date,

in each case that is materially inconsistent with Laws in effect on the Setting Date; but excluding:

(i) any change in or new federal, State or local Law passed or adopted but not yet effective as of the Setting Date;

(ii) any change in federal, State or local health, safety or labor Laws on or prior to the Substantial Completion Deadline;

(iii) any change in federal, State or local Laws relating to general business operations of Developer, Design-Build Contractor or any other Contractor, including changes in licensing and registration requirements and fees; and

(iv) any change in federal, State or local tax Laws of general application.

Change of Control means any Equity Transfer, transfer of an interest, direct or indirect, in an Equity Member, or other assignment, sale, financing, grant of security interest, hypothecation, conveyance, transfer of interest or transaction of any type or description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation, bankruptcy or otherwise, that results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of Developer or a material aspect of its business. A change in possession of the power to direct or control or cause the direction or control of the management of an Equity Member will constitute a Change of Control if such Equity Member possesses, immediately prior to such Change of Control, the power to direct or control or cause the direction or control of the management of Developer. Notwithstanding the foregoing, but subject to Section 20.1.3 of the Agreement, the following events shall not constitute a Change of Control:

(a) a change in possession of the power to direct or control the management of Developer or a material aspect of its business due solely to bona fide open market transactions in securities effected on a recognized public stock exchange, including such transactions involving an initial public offering;

(b) an upstream reorganization or transfer of indirect interests in Developer so long as no change occurs in the entity with ultimate power to direct or control or cause the direction or control of the management of Developer;

(c) a change in possession of the power to direct or control the management of Developer or a material aspect of its business due solely to a bona fide transaction involving a beneficial interest in a parent organization of an Equity Member if the references, experience or financial statements of the parent organization were not considered or evaluated by Owner in entering into the Agreement;

(d) an Equity Transfer, where the transferring Equity Member and the transferee are under the same ultimate parent organization ownership, management and control before and after the transfer;

(e) a transfer of interests between (i) managed funds that are under common ownership or control or (ii) the general partner, manager or the parent company of such general partner or manager and any managed funds under common ownership or control with such general partner or manager (or parent company of such general partner or manager); provided in all cases that the relevant funds and the general partner or manager of such funds (or the parent company of such general partner or manager) have been approved by Owner in writing prior to the Effective Date; and

(f) the exercise of minority veto or voting rights (whether pursuant to applicable Law, by Developer's organizational documents or by related member or shareholder agreements or similar agreements) over major business decisions of Developer, provided that if such minority veto or voting rights are exercised pursuant to shareholder or similar agreements, Owner received copies of such agreements on or before the Effective Date.

Change Order has the meaning set forth in Section 1.3.3 of Exhibit 9 (Owner Change Procedures and Directive Letters).

Change Proposal has the meaning set forth in Section 1.2.1 of Exhibit 9 (Owner Change Procedures and Directive Letters).

City means the City of Los Angeles, a municipal corporation.

City Council has the meaning set forth in Recital D.

City Departments means the Los Angeles Department of Convention and Tourism Development, Los Angeles Department of City Planning, Los Angeles Department of Building and Safety, Los Angeles Fire Department, Los Angeles Department of Transportation, Los Angeles Bureau of Contract Administration, Los Angeles Bureau of Engineering, Los Angeles Bureau of Sanitation, Los Angeles Bureau of Street Lighting, Los Angeles Bureau of Street Services, and Los Angeles Department of Water and Power.

City Engineer means the head of the Bureau of Engineering, or an authorized representative designated by the Bureau of Engineering.

Claim means, depending on the context: (a) a written demand submitted by Developer pursuant to the Contract Documents, which is or potentially could be disputed by Owner, for a time extension, payment of money or damages or other relief from Owner to Developer, and includes any Relief Event Claim, and/or (b) a written demand submitted by Owner pursuant to the Contract Documents, which is or potentially could be disputed by Developer, for payment of money or damages by Developer to Owner.

Claiming Contractor has the meaning set forth in Section 13.6.1.

Codes and Standards means all codes and standards applicable to the Project or the Work, including the codes and standards specified in Section 3.1.2 (Applicable Codes and Standards) of the Technical Requirements.

Commercially Reasonable Insurance Rates means insurance premiums that are less than or equal to rates that a reasonable and prudent risk manager for a Person seeking to insure comparable risks would conclude are justified by the risk protection afforded.

Commissioning Plan means the plan described in Section 2.9.2 (Commissioning Plan) of the Technical Requirements, following approval thereof by Owner.

Commissioning Professional means the Key Person described in Section 13 (Commissioning Professional) of Exhibit 14C (Key Personnel Requirements).

Compensation Amount means the amount of compensation to be paid to Developer, if any, due to the occurrence of a Compensation Event, which may include Incremental Costs, as determined in accordance with the terms of the Agreement.

Compensation Event means any of the following events occurring after the Effective Date to the extent that the event materially and adversely affects performance of Developer's obligations under the Contract Documents, subject to the limitations and requirements set forth in the Agreement for such events, but excluding any event to the extent caused by the negligence, willful misconduct, or breach of applicable Law or contract by any Developer-Related Entity:

(a) failure of Owner to perform or observe any of its material covenants or obligations under the Contract Documents or to comply with Law or Governmental Approvals;

(b) Owner Change;

(c) Owner-Caused Delay;

(d) Failure by the City, in its regulatory capacity and not in its capacity as Owner, to issue a Key City Approval within 21 days after Developer has submitted a final Submittal to the relevant City Department that fulfills all requirements for the Key City Approval to the City's satisfaction (acting within its authority in its regulatory capacity), including submission and any resubmission(s) of all required applications and documentation, addressing and resolving all prior City comments and objections, and otherwise complying with all applicable requirements under the Contract Documents, all applicable Laws and Governmental Approvals, provided that:

(i) Developer notified Owner in writing, on the first day of the 21-day period noted above, that (A) Developer has submitted such Key City Approval Submittal to the City, in its regulatory capacity, and (B) delay in the issuance of the Key City Approval would result in a Delay; and

(ii) the Delay could not have been mitigated through Developer's diligent efforts;

(e) Owner's performance of work (i) in the Project Limits or (ii) in a direct access route to the Project Limits if only two or less such routes are available, in either case that materially disrupts or interferes with Developer's Construction Work within the Project Limits, excluding work and activities by or on behalf of Owner related to staging, conduct and breakdown of LACC Campus events, provided that such LACC Campus events are either set out in Exhibit 20 (LACC Events Schedule) or are like events (number of attendees, scope, and duration) substituted for such events within the same time period;

(f) discovery of paleontological, cultural, archaeological or historical resources within, under or otherwise directly impacting the Project Limits, excluding (i) Additional Properties and Temporary Areas, and (ii) any that are known or reasonably suspected to exist as of the Setting Date based on information or analysis contained or referenced in the Reference Documents as of the Setting Date;

(g) discovery of any Threatened or Endangered Species (regardless of whether the species is listed as threatened or endangered as of the Setting Date) within, under or otherwise directly impacting the Project Limits, excluding (i) Additional Properties and Temporary Areas, and (ii) any that are known or reasonably suspected to exist as of the Setting Date based on information or analysis contained or referenced in the Reference Documents as of the Setting Date;

(h) discovery or Release within the Project Limits of any Hazardous Materials that (i) render use of the Project unsafe or potentially unsafe absent assessment, containment and/or remediation or (ii) are required by applicable Law to be recycled, treated or stored, but excluding (A) Developer Releases, (B) Known or Suspected Hazardous Materials, and (C) any Hazardous Materials located in, on or under, or emanating from, Additional Properties and Temporary Areas;

(i) Inaccurate Utility Information with respect to an underground Utility that is located within the Project Limits and directly affects Construction Work, excluding:

(i) Inaccurate Utility information with respect to Utilities within Additional Properties or Temporary Areas;

(ii) where the existence of the Utility in the correct location and/or size, as applicable, was known to any Developer-Related Entity or any AEG Entity as of the Setting Date, or would have become known to any Developer-Related Entity or any AEG Entity as of the Setting Date by undertaking reasonable inquiry, prior to the Setting Date, with Utility Owners, including by requesting and reviewing Utility plans provided by Utility Owners; or

(iii) where the existence of the Utility could have been reasonably inferred as of the Setting Date from the presence of other facilities, such as buildings, cabinets, meters, junction boxes, manholes or identifying markers, visible during a surface inspection of the Site;

(j) discovery of adverse subsurface geotechnical conditions within the Project Limits (but excluding Additional Properties and Temporary Areas) that are (i) materially different from the subsurface geotechnical conditions described in or reasonably inferable from the Geotechnical Report or (ii) of an unusual nature that differ materially from those ordinarily encountered at the Site and generally recognized as inherent in the type of Work provided for in the Agreement, but excluding (A) Utilities, (B) Hazardous Materials, (C) Force Majeure Events, (D) groundwater conditions, water table levels, soil liquefaction and soil settlement, and (E) all conditions of which any Developer-Related Entity or any AEG Entity had actual knowledge as of the Setting Date;

(k) Earthquake that causes physical damage to the Project, excluding physical damage by fire or explosion resulting from an Earthquake to the extent such damage is covered by the builder's risk insurance policy required under the Agreement;

(l) Terrorism that directly affects the Site or a Contractor's ability to access the Site to perform Construction Work;

(m) Qualifying Change in Law;

(n) issuance of a temporary restraining order, injunction or other form of legal order by a court that prohibits or has the effect of prohibiting prosecution of any portion of the Work as a direct result of an act or omission of any Person other than a Developer-Related Entity or an AEG Entity;

(o) California governor-declared emergency that directly affects the Site or a Contractor's ability to access the Site;

(p) issuance of a rule, order or directive from the U.S. Department of Homeland Security or any Governmental Entity regarding specific security threats directed toward the Project or the LACC, to the extent compliance with such rule, order or direction materially adversely impacts Developer's performance of the Work on the Site;

(q) issuance by Owner of a Safety Compliance Order;

(r) Owner's lack of fee ownership of the LACC Campus or any portion thereof that materially interferes with the performance of the Work;

(s) any agreement, easement, right of entry, covenant, condition, restriction or other instrument that:

(i) encumbers Owner's title to the LACC Campus;

(ii) is not a Utility easement, license or right of use;

(iii) is not a License Agreement;

(iv) materially interferes with the performance of the Work;

(v) is not included in the Contract Documents;

(vi) is not known to any Developer-Related Entity or any AEG Entity; and

(vii) would not have become known to Developer as of the Setting Date by undertaking reasonable investigation of publicly available information, including the records of the Los Angeles County Recorder;

(t) a Delay directly attributable to LADWP's failure to complete the following scopes of work within the applicable durations set forth in Appendix 18 (LADWP-Related Work) of the Technical Requirements, provided that such Delay is not concurrent with any Delay Event or Delay caused by or attributable to any Developer-Related Entity:[6]

(i) [Vault #4 (IS#3150) and West Hall Satellite Vaults;

(ii) Vault #4 (IS#3150) and Vault #1508;

(iii) Vault #2 (#2931) and South Hall Satellite Vaults;

(iv) Vault #3 (IS#3149);

(v) MH-8 (Street Lighting);

(vi) West Hall Satellite Vaults;

(vii) Interim Service for CUP/Network Station; and

(viii) Network Station].

(u) discovery of Latent Structural Defects;

(v) performance by LA28 of work in the Project Limits that materially disrupts or interferes with Developer's Construction Work within the Project Limits and that is in breach of the Venue Use Agreement;

(w) performance by the LACC Operator of work in the Project Limits that is in breach of the applicable Management and Operations Agreement and which materially disrupts or interferes with the Construction Work within the Project Limits, provided that the LACC Operator is not Developer, an Affiliate of Developer, or an AEG Entity;

(x) Owner direction to uncover, remove and restore Work, if Owner (i) had advance notice of and the opportunity to inspect the Work before it was covered, in accordance with the Contract Documents, any plans required thereunder, and all applicable Laws and Governmental Approvals, (ii) orders the Work uncovered after the fact, and (iii) the Work exposed meets applicable requirements under the Contract Documents;

(y) damage to the Project or the Work by Owner or Licensees in the set up or conduct of LACC events in breach of their applicable license agreement, or other contractors and Third Parties to the extent carrying out work within the Site on behalf of Owner, during the term of the Agreement;

[6] The scopes of the work specified in subclauses (i) through (viii) will be further defined and the applicable durations specified to the City's satisfaction before finalization of the Project Agreement.

(z) a change by Owner of the LA28 Exclusive Use Period commencement and/or ending date(s) as defined in this Exhibit 1 (Abbreviations and Definitions) after the Setting Date that lengthens the duration of such period (provided that to the extent that the duration is shortened, a corresponding deductive Change Order shall be issued for the corresponding cost and schedule savings); and

(aa) Failure by Owner to make available to Developer the Project Limits in which Construction Work remains to be performed within 21 days after the end of the LA28 Exclusive Use Period, or (ii) failure of the post-LA28 Exclusive Use Period conditions survey conducted pursuant to Section 6.0(b) (Remobilization) of Appendix 16A (Olympics Readiness) of the Technical Requirements to show that Developer's improvements within such area (other than temporary improvements or solutions for Olympics Readiness) are in substantially the same condition, ordinary wear and tear excepted, as the condition reflected in the baseline conditions survey conducted pursuant to Section 4.1 (Demobilization Condition Report) of Appendix 16A (Olympics Readiness) of the Technical Requirements immediately prior to the LA28 Exclusive Use Period, provided that Owner may waive, in its sole discretion, any such deterioration or change in condition.

Completion Lead means the Key Person described in Section 18 (Completion Lead) of Exhibit 14C (Key Personnel Requirements).

Construction Documents means all shop drawings, working drawings, fabrication plans, material and hardware descriptions, specifications, construction quality control reports, construction quality assurance reports and samples necessary or desirable for construction of the Project included in the Construction Work, in accordance with the Contract Documents.

Construction Manager means the Key Person described in Section 9 (Construction Manager) of Exhibit 14C (Key Personnel Requirements).

Construction Period Joint Committee (CPJC) has the meaning set forth in Section 2.4.1.6 (Construction Period Joint Committee) of the Technical Requirements.

Construction Quality Control Manager means the Key Person described in Section 11 (Construction Quality Control Manager) of Exhibit 14C (Key Personnel Requirements).

Construction Quality Management Plan (CQMP) means the plan described in Section 2.6.2.4 (Construction Quality Management Plan) of the Technical Requirements, following approval thereof by Owner.

Construction Work means all Work to build or construct, make, form, manufacture, furnish, install, supply, deliver, landscape, equip, test and commission any structure, building, or other improvement to real property included in the Project, but excluding:

(a) Design Work, professional environmental services and similar services;

(b) preparing and processing applications for Governmental Approvals; and

(c) coordinating with adjacent property owners and Utility Owners.

Contract means any agreement, and any modification of such agreement, by Developer with any Person to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement, supplement or amendment at a lower tier, between a Contractor and its lower tier Contractor or a Supplier and its lower tier Supplier, at all tiers. The term "Contract" does not include agreements with Utility Owners.

Contract Deadline means the Olympics Readiness Deadline, the Substantial Completion Deadline, the Long Stop Date or the Final Completion Deadline, as the context may require, and "Contract Deadlines" means the Olympics Readiness Deadline, the Substantial Completion Deadline, the Long Stop Date and the Final Completion Deadline, collectively.

Contract Documents means the Agreement (including Exhibits thereto), the Technical Requirements (including Appendices thereto) and other documents identified in Section 1.2 (Contract Documents; Rules to Reconcile Conflicting Provisions).

Contract Drawings means, collectively: (i) the drawings prepared by the Lead Designer prior to the date of assignment of its contract from Owner to Developer; and (ii) the "Schematic Design Plus" design documents (comprising Volume I – Design Package, Volume II – Drawings, Volume III – Narratives & Specifications, and Volume IV – Room Data Sheets) submitted by Developer to Owner on May 17, 2019 pursuant to Section 2.2(a)(4) of the ENA, as assigned and amended, and based on Exhibits A-1 and A-2 thereof.

Contractor means any Person with whom Developer has entered into any Contract to perform any part of the Work or provide any materials, equipment or supplies for the Project on behalf of Developer, and any other Person with whom any Contractor has further subcontracted any part of the Work, at all tiers.

Contractor Assistance Seminar means the training course focused on compliance with the City, State, and Federal requirements on public works projects.

Core Workforce List has the meaning set forth in the PLA.

Costs to Complete means (without double-counting):

(a) those costs (internal and external) that Owner reasonably and properly projects that it will incur in carrying out any process to request tenders from any parties interested in entering into a contract with Owner to achieve Final Completion, including all costs related to the preparation of tender documentation, evaluation of tenders and negotiation and execution of relevant contracts; plus

(b) costs that Owner reasonably and properly projects that it will incur in achieving Final Completion; plus

(c) any other Losses that, but for the termination of the Agreement, Owner would not have incurred prior to Final Completion; minus

(d) any insurance proceeds available to Owner for the purposes of achieving Final Completion.

Critical Path means each path shown on the Project Schedule for which there is zero Float.

Critical Path Method (CPM) is a method of planning and scheduling a construction project where activities are arranged based on activity relationships.

Critical Submittal means a Submittal identified as such in Section 1 of Appendix 2 (Submittals) of the Technical Requirements, for which Owner's response is required as an express prerequisite to Developer's right to proceed or act.

D&C Contract Amount means $[●].

Daily DB Completion Incentive Reduction Rate means the amount of the DB Completion Incentive Payment under Section 11.2.2.1(b) divided by 61 days.

Data Breach has the meaning set forth in Section 21.4.1.

Day or **day** means calendar day, unless otherwise expressly specified.

DB Affiliate means:

(a) any DB Equity Member;

(b) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Design-Build Contractor or any DB Equity Member; and

(c) any Person owned in whole or in part by (i) Design-Build Contractor, (ii) any DB Equity Member or (iii) any DB Affiliate of Design-Build Contractor under clause (b) of this definition, whether the ownership interest is direct or indirect, beneficial or of record, provided that ownership of less than 10% of the equity interest in a Person shall not give rise to DB Affiliate status.

For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting rights or securities, by contract, family relationship or otherwise.

DB Completion Incentive Payment has the meaning set forth in Section 11.2.2.1.

DB Completion Incentive Payment Allocation has the meaning set forth in Section 11.2.6.1.

DB Equity Member means (a) each of PCL Construction Services Inc., a Colorado corporation, and Webcor Construction, LP, a California limited partnership, and (b) any Person that holds a direct ownership interest (legal and beneficial) in any successor Person approved by Owner as the Design-Build Contractor in accordance with Section 9.2 of the Agreement.

DB Parent Guarantor means (a) PCL Construction Enterprises, Inc., or (b) Obayashi USA, LLC; and "DB Parent Guarantors" means both of them.

Defect means a defect, whether due to design, construction, installation, damage or premature wear, affecting the condition, use, functionality or operation of any element of the Project, which does or would cause or have the potential to cause one or more of the following:

(a) a hazard, nuisance or other risk to public or worker health or safety, including the health and safety of Users;

(b) a structural deterioration of the affected element or any other part of the Project;

(c) damage to a Third Party's property or equipment;

(d) damage to the Environment; and

(e) failure of the affected element to meet the requirements of the Contract Documents.

Deferred AHJs has the meaning set forth in Section 7.9.10.

Delay means any unanticipated event, action, force or factor during the performance of the Work that extends Developer's time of performance of any activity or work item on the Critical Path of the Work that cannot be avoided by the exercise of care, prudence, foresight, or diligence on the part of the Developer, or consumption of Float, and which are beyond the control of and not caused by any Developer-Related Entity. The term "Delay" does not include "Extra Work."

Delay Costs has the meaning set forth in Section 1.9 of Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms).

Delay Event means any of the following events to the extent that the event materially and adversely affects performance of Developer's obligations under the Contract Documents, subject to the limitations and requirements set forth in the Agreement for such events, but excluding any event to the extent caused by the negligence, willful misconduct, or breach of applicable Law or contract by any Developer-Related Entity:

(a) Force Majeure Event that directly affects the Site or a Contractor's ability to access the Site to perform Construction Work;

(b) Change in Law excluding a Qualifying Change in Law;

(c) Adverse Weather Days in excess of 28 days in the aggregate during the term of the Agreement;

(d) performance by or on behalf of any Governmental Entity other than Owner of work within the Project Limits that materially disrupts or interferes with the Construction Work within the Project Limits; or

(e) the Specified AHJs do not defer their respective conditions to the Pico Passage TCO to the Certificate of Occupancy to the extent such lack of deferral results in Critical Path Delay.

Delay Recovery Solutions has the meaning set forth in Section 15.1.

Design-Build Contract means the agreement for the design and construction of the Project between Developer and Design-Build Contractor, dated as of the Effective Date, as amended, supplemented or modified from time to time.

Design-Build Contractor means: (a) PCL Webcor A Joint Venture, a joint venture comprised of PCL Construction Services Inc., a Colorado corporation, and Webcor Construction, LP, a California limited partnership; or (b) any successor Person approved by Owner in accordance with Section 9.2 of the Agreement.

Design Documents means those documents that manifest the design for the Project, at all stages, as developed by Developer or any portion, component or element thereof, regardless of whether such documents are required by the Contract Documents or are prepared or used by Developer in the Design Work. Design Documents include the Final Design Documents and Release for Construction Documents.

Design Manager means the Key Person described in Section 6 (Design Manager) of Exhibit 14C (Key Personnel Requirements).

Design Quality Control Manager means the Key Person described in Section 10 (Design Quality Control Manager) of Exhibit 14C (Key Personnel Requirements).

Design Quality Management Plan (DQMP) means the plan described in Section 2.6.2.3 (Design Quality Management Plan) of the Technical Requirements, following approval thereof by Owner.

Design Work means all Work related to the design, engineering, architecture and other professional services for the Project. Design Work includes all design, engineering, architecture and other professional services furnished for the Project prior to the Effective Date by or on behalf of Developer.

Developed Intellectual Property (Developed IP) means Intellectual Property that is authored, created, invented or reduced to practice under or for the purposes of the Contract Documents, the Work or the Project, whether or not such Intellectual Property is incorporated into the Project IP but excluding any adaptation, continuation or derivative work that constitutes Developer IP.

Developer means the entity identified as the Developer in the opening paragraph of the Agreement, and its permitted successors and assigns.

Developer Change Request has the meaning set forth in Section 12.2.1.

Developer Default has the meaning set forth in Section 16.1.1 (Developer Default).

Developer Employee and Contractor Breakage Costs means:

(a) the payment of all wages earned, accrued unused vacation time, and any other payments required to be made by Developer to its employees under law, or under the terms and conditions of Developer's employment agreements with its employees as a direct result of the termination of the Agreement;

(b) Losses that have been or will be reasonably and properly incurred by Developer under a Key Contract as a direct result of the termination of the Agreement (and which shall not include lost profit or lost opportunity), but only to the extent that:

(i) the Losses are incurred in connection with the Project and in respect to the Work required to be provided or carried out, including:

(1) any materials or goods ordered or subcontracts placed that cannot be cancelled without such Losses being incurred;

(2) any expenditure incurred in anticipation of the provision of services or the completion of Work in the future; and

(3) the cost of demobilization including the cost of any relocation of equipment used in connection with the Project;

(ii) the Losses are incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the ordinary course of business and on an arm's length basis; and

(iii) Developer and the relevant Key Contractor have each used their reasonable efforts to mitigate such Losses.

Developer Intellectual Property (Developer IP) means Intellectual Property that is (a) owned by Developer or a Developer-Related Entity prior to the Effective Date, (b) developed or acquired by Developer or a Developer-Related Entity independently of the Contract Documents and not for the purposes of performing the Work, or (c) any adaptation, continuation or derivative work which requires the incorporation, exercise or practice of Intellectual Property that is the subject of either subsection (a) or (b).

Developer Net Savings Change Proposal has the meaning set forth in Section 12.3.2.

Developer-Related Entity(ies) means (a) Developer, (b) Equity Members, (c) Contractors, (d) any other Persons performing any of the Work, (e) any other Persons for whom Developer may be legally or contractually responsible and (f) the employees, agents, officers, directors, representatives, consultants, successors and assigns of any of the foregoing.

Developer Release means, with respect to Hazardous Materials, (a) any Release of Hazardous Material, or the exacerbation of any such Release, attributable to the negligent actions, negligent omissions, recklessness, willful or intentional misconduct, or breach of applicable Law or contract by any Developer-Related Entity; (b) any Release of Hazardous Materials arranged to be brought onto the Site by any Developer-Related Entity, regardless of cause; (c) any migration of Hazardous Materials into, onto, under or from the Project Limits where the source of such Hazardous Materials is a Developer-Related Entity; or (d) any use, containment, storage, management, handling, transport or disposal of any Hazardous Materials, by any Developer-Related Entity in violation of the requirements of the Contract Documents, Good Industry Practice or any applicable Law or Governmental Approval.

Developer's Interest means all right, title and interest of Developer in, to, under or derived from the Contract Documents or other Principal Project Documents.

Development Fee means, collectively, the Upfront Development Fee, the Olympic Readiness Development Fee and the On-Time Substantial Completion Development Fee payable by Owner to Developer as set forth in Section 11.2. For clarity, "Development Fee" does not include the DB Completion Incentive Payment.

Deviation(s) has the meaning set forth in Section 12.5.1.

Directive Letter has the meaning set forth in Section 2.1 of Exhibit 9 (Owner Change Procedures and Directive Letters).

Disabled Veteran has the meaning set forth in Exhibit 21 (City of Los Angeles Business Inclusion Program).

Disabled Veteran Business Enterprise (DVBE) has the meaning set forth in Exhibit 21 (City of Los Angeles Business Inclusion Program).

Discriminatory means changes or additions to Technical Requirements that render such Technical Requirements materially more onerous than contemporary standards and technical requirements concerning the same subject applied by owners of comparable convention centers in the United States. Notwithstanding the foregoing, the following actions are not Discriminatory:

(a) any such application in response to any act or omission by or on behalf of Developer in violation of Law or the Contract Documents;

(b) Safety Compliance;

(c) any such application in response to a directive by the U.S. Department of Homeland Security or comparable State agency, unless such directive is directed solely at or solely affects the Project and such application requires specific changes in Developer's normal design, construction, operation or maintenance procedures in order to comply; and

(d) any other actions necessary to address potential safety concerns arising from a specific condition or feature peculiar to the Project.

Dispute means any dispute, disagreement or controversy between Owner and Developer concerning their respective rights and obligations under the Contract Documents, including concerning any Claim, alleged breach or failure to perform and remedies.

Dispute Resolution Procedures means the procedures for resolving Disputes set forth in Article 18 (Dispute Resolution Procedures).

Dispute Submittal has the meaning set forth in Section 18.3.2.

E2020 Electronic Document Control System means Owner's online construction management and document control system for the Project.

Early Termination Date means the effective date of termination of the Agreement.

Early Turnover Date means the date upon which Substantial Completion is achieved with respect to any Early Turnover Work, as indicated in the Statement of Early Turnover Work Completion, notwithstanding the fact that Substantial Completion of all Work on the Project has not yet occurred.

Early Turnover Work means the specific, discrete portions of the Work identified in Appendix 17 (Early Turnover Work) of the Technical Requirements, and other discrete portions of the Work mutually agreed to by the Parties in writing, that are subject to early Substantial Completion and turnover by Developer to Owner for beneficial occupancy and use by Owner.

Early Works Agreement has the meaning given to such term in Recital K.

Earthquake means all land movement due to seismic activity, including shocks, tremors, volcanic action, tsunami and earth rising or shifting, including any aftershocks or other Earthquakes for a period of 168 hours after the initial event.

Effective Date means the date on which all of the following events have occurred:

(a) This Agreement has been signed on behalf of Developer by the person or persons authorized to bind Developer;

(b) This Agreement has been approved by the City Council or by the board, officer or employee authorized to give such approval;

(c) The Office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(d) This Agreement has been signed on behalf of the City by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Agreement.

Eligible LC Issuer means a financial institution with:

(a) long term unsecured debt ratings of at least the following, from at least two (2) of the listed major rating agencies: (a) A- by Standard & Poor's Ratings Services; (b) A3 by Moody's Investor Service, Inc.; or (c) A- by Fitch Ratings; and

(b) has an office in Los Angeles, California, at which the letter of credit can be presented for payment.

Eligible Surety(ies) means a surety or insurance company, as applicable, meeting the requirements of applicable Law, licensed or authorized to do business in the State and rated at least "A" (excellent or above) according to A.M. Best's Financial Strength Rating and "VIII" or better according to A.M. Best's Financial Size Rating.

Emergency means any unplanned event within or immediately adjacent to the Site that: (a) causes or has the potential to cause disruption to operation of the Project; (b) presents an

immediate or imminent threat to the long term integrity of any part of the infrastructure of the Project, to the Environment, to property immediately adjacent to the Project or to the safety of Users or the traveling public; or (c) is recognized or declared to be an emergency by the Governor of the State, the Federal Emergency Management Administration (FEMA), the U.S. Department of Homeland Security or other Governmental Entity with authority to declare an emergency.

Emergency Management and Disaster Recovery Plan means the plan described in Section 2.7.2.8 (Emergency Management and Disaster Recovery Plan) of the Technical Requirements, following approval thereof by Owner.

Emergency Services means the services provided by law enforcement, fire service, department, emergency medical responders and other similar services from agencies with which Developer establishes protocols in the Emergency Management and Disaster Recovery Plan in accordance with Section 2.7.2.8 (Emergency Management and Disaster Recovery Plan) of the Technical Requirements.

Emerging Business Enterprise (EBE) has the meaning set forth in Exhibit 21 (City of Los Angeles Business Inclusion Program).

Employment Hiring Plan has the meaning set forth in the PLA.

Engineer of Record (EOR) means the Key Person(s) described in Section 4 (Engineer(s) of Record) of Exhibit 14C (Key Personnel Requirements).

Environment means air, soils, submerged lands, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, biological resources, including endangered, threatened and sensitive species, natural systems, including ecosystems, cultural (including historic and archaeological) resources and paleontological resources.

Environmental Approvals means all Governmental Approvals arising from or required by any Environmental Law in connection with the Project.

Environmental Law(s) means (a) any Law applicable to the Project or the Work regulating or imposing liability or standards of conduct that pertains to the Environment, Hazardous Materials, contamination of any type whatsoever, or health and safety matters, and (b) any requirements and standards that pertain to the protection of the Environment, or to the management or Release of Hazardous Materials, contamination of any type whatsoever, or health and safety matters with respect to Hazardous Materials, set forth in any agreements, permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated, pursuant to Laws applicable to the Project or the Work, as each of the foregoing have been or are amended, modified, or supplemented from time to time (including any present and future amendments thereto and reauthorizations thereof), including those relating to:

(a) the manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation and transportation of Hazardous Materials;

(b) air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;

(c) releases of Hazardous Materials;

(d) protection of wildlife, endangered, threatened, and sensitive species, wetlands, water courses and water bodies, paleontological, cultural, archaeological and historical resources and natural resources;

(e) the operation and closure of underground or aboveground storage tanks;

(f) health and safety of employees and other persons with respect to Hazardous Materials; and

(g) notification, documentation and record keeping requirements relating to the foregoing.

Without limiting the above, the term "Environmental Laws" shall also include the following (each as may be amended from time to time):

(i) the National Environmental Policy Act (42 U.S.C. § 4321 et seq.);

(ii) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) and associated Superfund Amendments and Reauthorization Act (42 U.S.C. § 9601 et seq.);

(iii) the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.);

(iv) the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. § 11001 et seq.);

(v) the Clean Air Act (42 U.S.C. § 7401 et seq.);

(vi) the Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. § 1251 et seq.);

(vii) the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.);

(viii) the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6924 et seq.);

(ix) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.);

(x) the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.);

(xi) section 404 of the Clean Water Act (33 U.S.C. § 1344);

(xii) the Oil Pollution Act (33 U.S.C. § 2701, et. seq.);

(xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.);

(xiv) the Federal Safe Drinking Water Act (42 U.S.C. § 300 et seq.);

(xv) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 et seq.);

(xvi) the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.);

(xvii) the Endangered Species Act (16 U.S.C. § 1531 et seq.);

(xviii) the Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.);

(xix) the California Environmental Quality Act (§ 21000 et seq. of the California Public Resources Code);

(xx) the California Clean Air Act of 1988 (§ 39000 et seq. of the California Health and Safety Code);

(xxi) the California Occupational Safety and Health Act of 1973 (§ 6300 et seq. of the California Labor Code);

(xxii) the Porter-Cologne Water Quality Act (§ 13000 et seq. of the California Water Code);

(xxiii) the Integrated Waste Management Act of 1989 (§ 40000 et seq. of the California Public Resources Code);

(xxiv) the Safe Drinking Water and Toxic Enforcement Act of 1986 (§ 25249.5 et seq. of the California Health and Safety Code);

(xxv) Hazardous Waste Control (§ 25100 et seq. of the California Health and Safety Code); and

(xxvi) Fish and Wildlife Protection and Conservation (§ 1600 et seq. of the California Fish and Game Code).

Environmental Management Plan (EMP) means the plan required under Section 2.7.2.6 (Environmental Management Plan) of the Technical Requirements, following approval thereof by Owner.

Equity Member means any Person that holds a direct ownership interest (legal and beneficial) in Developer.

Equity Transfer means any assignment, pledge, mortgage, encumbrance, conveyance, sale or other transfer of equity interest in Developer.

Error means an error, omission, inconsistency, inaccuracy, deficiency or other defect.

Exclusive Negotiation Agreement (ENA) has the meaning set forth in Recital E.

Existing Facilities means those portions of the West building, the South building and the Concourse building of the LACC and the Bond Street parking lot which Developer will be required to physically alter as part of performing the Work.

Expanded LACC means the LACC, as expanded and modernized pursuant to this Project.

Expansion Limits means the limits indicated as such in Appendix 1B (Site Limits) to the Technical Requirements.

Expansion Site means the areas within the Expansion Limits.

Expansion Work means all Work related to the New Facilities, including the Work described in Section 3.1 (General) of the Technical Requirements and Appendix 5 (Schedule of Accommodation) to the Technical Requirements.

Expedited Ladder has the meaning set forth in Section 3 of Exhibit 18 (Partnering and Issue Resolution Ladder).

Extended Relief Event means any of the following events:

(a) a Force Majeure Event described in clause (a), (b), (d) or (e) of the definition of Force Majeure Event;

(b) an Earthquake that causes physical damage to the Project; or

(c) an act of Terrorism that causes physical damage to the Project,

as a direct result of which Developer is unable to perform all or substantially all of its obligations under the Contract Documents for a period of 180 consecutive days or more (excluding the LA28 Exclusive Use Period) and such inability to perform its obligations is not attributable to any other concurrent event.

Extra Work means Art Accommodation and Installation Work, and any Work in the nature of additional or altered work that is directly attributable to the occurrence of a Compensation Event and absent the Compensation Event would not be required by the Contract Documents. The term "Extra Work" does not include "Delay."

Final Acceptance Date means the date upon which the Board accepts the Project pursuant to the process described in Section 7.10.4.7.

Final Completion means that all the Work is complete. Final Completion is deemed to have occurred upon Developer's satisfaction of all the conditions in Exhibit 15E (Conditions to Final Completion) and Owner's issuance of a Certification of Statement of Completion.

Final Completion Date means the effective date of the Certification of Statement of Completion, as determined by Owner (or, if applicable, pursuant to the Dispute Resolution Procedures).

Final Completion Deadline means the date by which Developer must achieve Final Completion, which is 90 days after the Substantial Completion Date, as such deadline may be extended from time to time pursuant to the Agreement.

Final Design means the general design stage, consistent of all elements, collections of elements, or areas of the Project at 100% design completion, as more fully set forth in Section 3.3.6 (Design Requirements) of the Technical Requirements, and depending on the context: the term "Final Design" may refer to (a) the Final Design Documents, (b) the design concepts set forth in the Final Design Documents or (c) the process of development of the Final Design Documents.

Final Design Documents means the complete final construction plans (including plan sheets, specifications, technical memoranda, reports, studies, calculations, drawings, elevations, sections, details and diagrams), as approved by Owner, and specifications needed for performance of Construction Work, which includes all Submittals specified as required to be part of the Final Design or Final Design Documents under the Technical Requirements.

Final Subcontracting Report has the meaning set forth in the City's Small Business Enterprise Program.

Float means the amount of time that any given activity or logically connected sequence of activities shown on the Project Schedule may be delayed before it will affect Developer's ability to achieve Substantial Completion by the Substantial Completion Deadline. Float is generally identified on the Project Schedule as the difference between the early completion times and late completion times for activities. The term includes float contained within an activity as well as any period containing an artificial activity (that is, an activity that is not encompassed within the meaning of the definition of Work).

Force Majeure Event means the occurrence of:

(a) war, civil war, invasion, violent act of foreign enemy or armed conflict, except Terrorism, in each case occurring within the State of California;

(b) military or armed blockade or takeover of the Project or Site;

(c) any strike, lockout, work slowdown or other dispute generally affecting the construction industry in the State, but excluding any strike, lockout, work slowdown or similar dispute specific to the Project, Developer or any Contractor;

(d) any act of riot, insurrection, civil commotion or sabotage in each case causing direct substantial physical damage to the Project or direct material disruption to the performance of the Work on Site, but excluding any act of riot, insurrection, civil commotion or sabotage specific to the Project, Developer or any Contractor;

(e) chemical, biological or radioactive contamination of the Project or the Site unless the source or cause is a Developer-Related Entity; or

(f) Earthquake that interrupts performance of Work at the Site or access to the Site, but excluding Earthquakes that cause physical damage to the Project.

General Requirements means the City of Los Angeles Bureau of Engineering's Master General Requirements, as amended or supplemented from time to time.

Geotechnical Report means that certain Geotechnical Report Revised dated December 24, 2024.

Good Industry Practice means the exercise of the degree of skill, diligence, investigation, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced designer, engineer, architect, constructor or supplier, as applicable, operating in California under the same or similar circumstances and conditions, seeking in good faith to comply with its contractual obligations, the Contract Documents and all applicable Laws and Governmental Approvals in conformance with all professional engineering principles and construction practices generally accepted as standards of the industry in the State. With respect to storm water management for construction activities, Good Industry Practice means Best Management Practices.

Government Code Claim has the meaning set forth in Section 18.7.1.

Governmental Approvals means all permits, licenses, consents, concessions, grants, franchises, authorizations, waivers, variances or other approvals, guidance, protocol(s), mitigation agreement(s), or memoranda of agreement/understanding, and any amendment(s) or modification(s) of any of them provided by Governmental Entities including State, local, or federal regulatory agencies, agents, or employees, which authorize or pertain to the Project or the Work.

Governmental Entity(ies) means any federal, State or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity. Governmental Entity includes the City (including any City Department), acting in its regulatory capacity, but excludes Owner.

Hazardous Material(s) means any (a) substance, product, waste, pollutant, contaminant or other material of any nature whatsoever that exceeds maximum allowable concentrations for elemental metals, organic compounds or inorganic compounds, as defined by any Environmental Law; (b) substance, product, waste, pollutant, contaminant or other material of any nature whatsoever that is or becomes listed, regulated, or addressed under any Environmental Law; (c) substance, product, waste, pollutant, contaminant or other material of any nature whatsoever which may give rise to liability under clause (a) or (b) or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a state or federal court; (d) petroleum hydrocarbons excluding de minimis amounts and excluding petroleum hydrocarbon products contained within regularly operated motor vehicles; and (e) hazardous building materials including asbestos or asbestos-containing materials, lead or PCBs in structures and/or other improvements on or in the Site or in subsurface artifacts (other than mineral asbestos naturally occurring in the ground). The term "Hazardous Materials" includes Hazardous Waste and contaminated materials.

Hazardous Materials Management means procedures, practices and activities to address and comply with Environmental Laws and Environmental Approvals with respect to Hazardous Materials encountered, impacted, caused by or occurring in connection with the Project, Project Limits or the Work (including demolition Work), including investigation, timely notice to Owner as provided in Section 7.7.1.4, removal and remediation of such Hazardous Materials. Hazardous

Materials Management may include sampling, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, clean-up, remediation, transportation and/or off-site disposal of Hazardous Materials, whichever approach is effective, most cost-efficient and permitted under applicable Law.

Hazardous Waste means waste as defined in 40 C.F.R. Part 261.

Hazmat Consultant has the meaning set forth in Section 7.7.1.3.

Hazmat Report means (a) that certain Pre-Reno ERM Survey Report prepared by Citadel dated November 22, 2024, (b) that certain Hazmat PCB Test Report prepared by Citadel dated October 11, 2024, (c) that certain Methane Report dated May 13, 2020 and (d) that certain Methane Report dated November 11, 2024.

Health and Safety Plan means the plan described in Section 2.7.2.7 (Health and Safety Plan) of the Technical Requirements, following approval thereof by Owner.

Inaccurate Utility Information means, with respect to any Utility Adjustment, that both the Utility Information and public records incorrectly indicate that the subject Utility does not exist anywhere within the boundary lines of the Expansion Limits.

Incentive Recipient means any Contractor who has completed Work on the Project in a role/trade included in the table in Section 11.2.6.1 of this Agreement, excluding: (a) the Design-Build Contractor, (b) either joint venture member of the Design-Build Contractor; and (c) any DB Affiliate.

Incident Response means the actions taken by Developer, in response to an incident, as described in the Health and Safety Plan or the Emergency Management and Disaster Recovery Plan.

Incidental Utility Work means all of the following work necessary for the construction of the Project:

(a) Temporary Relocations;

(b) relocations of Service Lines;

(c) Protections in Place;

(d) the adjustment of utility appurtenances (e.g., manholes, valve boxes, and vaults) for line and grade upon completion of roadway work;

(e) all work necessary to remove any utilities (whether or not in use as of the Setting Date) in situations for which leaving the utilities in place is not feasible or not permitted, or for facilities which Developer proposes be removed to accommodate or permit construction of the Project, regardless of whether replacements for such utilities are being installed in other locations; and

(f) all work necessary to abandon in place any utility in accordance with proper procedures (e.g., flushing, capping, slurry backfill, etc.).

Inclusivity Manager means the Key Person described in Section 16 (Inclusivity Manager) of Exhibit 14C (Key Personnel Requirements).

Incremental Costs means, subject to Section 14.1.4 and Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms), (a) the Base Incremental Costs, if any, incurred by the Design-Build Contractor in the performance of Extra Work specifically related to, and solely attributable to, a Compensation Event; and (b) the Markup on the Base Incremental Costs; and (c) Delay Costs for Compensation Events to the extent that the Compensation Event results in a Relief Event Delay, which, for each of (a), (b) and (c), could not have been reasonably mitigated by the Design-Build Contractor or its Contractors.

Indemnified Party(ies) means the City, the City Council, any and all of City's Boards and City Departments, and their respective successors, assigns, officeholders, officers, directors, agents, representatives, consultants and employees.

Independent Expert means an independent firm identified by the Parties and retained by the Project Neutral in accordance with Section 18.4.2, Section 18.5.2 and Section 18.5.4 to provide its expert assessment as to whether all conditions in Exhibit 15D (Conditions to Substantial Completion) have been satisfied.

Inspector means the Inspector of Public Works (Director of the Bureau of Contract Administration) or an authorized representative designated by the Bureau of Contract Administration.

Insurance Policy(ies) means the insurance policies identified in Section 10.1 and Exhibit 7 (Insurance Requirements) of the Agreement to be procured and maintained by Developer.

Insurance Proceeds means all proceeds from insurance payable to Developer (or that would have been payable to Developer but for Developer's breach of any obligation under the Agreement to procure or maintain said insurance) on or after the Early Termination Date.

Insurance Unavailability has the meaning set forth in Section 10.1.2.12 of the Agreement.

Intellectual Property means all current and future legal and/or equitable rights and interests, anywhere in the world, in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets (as defined by the Defend Trade Secrets Act § 2(b)(1) (18 USC § 1839(3)), and pursuant to US state and federal laws), designs (registered and unregistered), utility models, circuit layouts, mask works, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Work or IP Materials. Without limiting the foregoing, Intellectual Property includes software and Owner Data. For the avoidance of doubt, Intellectual Property is distinguished from the physical, electronic, and/or mechanical embodiments of such Intellectual Property (see IP Materials).

IP Escrow(s) has the meaning set forth in Section 21.6.2 of the Agreement.

IP Escrow Agent has the meaning set forth in Section 21.6.2 of the Agreement.

IP Materials means all physical, electronic and/or mechanical embodiments of, and documents disclosing, Intellectual Property. Without limiting the generality of the foregoing, IP Materials include embodiments, documents, deliverables and/or Work incorporating concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, source code, decompilation instructions, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced under the Contract or required by, incorporated into or combined with the Work or the Project.

Issue Resolution Ladder means the established chain of command used to resolve Disputes and described in Exhibit 18 (Partnering and Issue Resolution Ladder).

Issued for Construction Documents (IFCD) means Design Documents that have been authorized to be used as the basis for Construction Work, in accordance with the design management portion of the approved Project Management Plan, as more fully set forth in Appendix 2 (Submittals) of the Technical Requirements.

Key City Approval means any of the following Governmental Approvals that is required from the City, in its regulatory capacity, and not in its proprietary capacity as Owner, for the Work:

(a) the following B permits issued by the City's Bureau of Engineering:

Permit Name	Type of Permit	Description
Phase 1 B-Permit	B Permit	Early phase to allow for the demolition of Pico Boulevard and some demolition/installation of support infrastructure.
Phase 2 B-Permit	B Permit	Final phase to restore Pico Boulevard and install all of the final street work.

(b) U Permits issued by the City Bureau of Engineering for any work performed by LADWP as part of the Owner Allowance Scopes under Section 11.3.1(c) and Section 11.3.1(d); and

(c) The following building permits issued by the City's Department of Building and Safety:

Permit Name	Type of Permit	Description
South Ramp: Temp South Ramp (New)	Building-New	Temporary ramp to South Hall dock for truck access during construction.
South Ramp: South Ramp (Bldg-Alt)	Building Alteration	Alteration to existing South Hall dock parapet in order to accept new temporary ramp.

Permit Name	Type of Permit	Description
South Ramp: Electrical	Building - Electrical	New electrical work associated with new South Ramp.
South Hall Demo: South Hall Demo & Alterations	Building Alteration	Alterations and demolition to South Hall required for expansion work to commence.
South Hall Demo: Mechanical Alteration	Building - Mechanical	Mechanical alteration and demolition to South Hall required for expansion work to commence.
South Hall Demo: Electrical Alteration	Building - Electrical	Electrical alteration and demolition to South Hall required for expansion work to commence.
South Hall Demo: Plumbing Alteration	Building - Plumbing	Plumbing alteration and demolition to South Hall required for expansion work to commence.
West Hall Demo: West Hall Demo & Alterations	Building Alteration	Alterations and demolition to West Hall required for expansion work to commence.
West Hall Demo: Mechanical Alteration	Building - Mechanical	Mechanical alteration and demolition to West Hall required for expansion work to commence.
West Hall Demo: Electrical Alteration	Building - Electrical	Electrical alteration and demolition to West Hall required for expansion work to commence.
West Hall Demo: Plumbing Alteration	Building - Plumbing	Plumbing alteration and demolition to West Hall required for expansion work to commence.
Fire Command Center: New FCC Room & West Hall Generator Room	Building- Alteration	New fire command center and generator room at West Hall parking garage.
Fire Command Center: Mechanical	Building - Mechanical	Mechanical work associated with the new fire command center and generator room at West Hall parking garage.
Fire Command Center: Electrical	Building - Electrical	Electrical work associated with the new fire command center and generator room at West Hall parking garage.
Pico Hall: New Addition of Pico Hall	Building - New	New Pico Hall expansion and modernization.
Pico Hall: Early Start Grading, Shoring & Excavation	Building - Grading	Grading, shoring and excavation work associated with new Pico Hall expansion and modernization.

Permit Name	Type of Permit	Description
Pico Hall: Early Start Foundation	Building - New	Early start building foundation work associated with new Pico Hall expansion and modernization.
Pico Hall: Early Start Superstructure Permit	Building - New	Early start building foundation work associated with new Pico Hall expansion and modernization.
Pico Hall: Mechanical	Building - Mechanical	Mechanical work associated with new building permit for Pico Hall expansion and modernization.
Pico Hall: Electrical	Building - Electrical	Electrical work associated with new building permit for Pico Hall expansion and modernization.
Pico Hall: Plumbing	Building - Plumbing	Plumbing work associated with new building permit for Pico Hall expansion and modernization.
Network Station	Building - New	New network station associated with Pico Hall expansion.
West Hall Non-Ductile Concrete	Building - Alteration	Non-ductile concrete structural upgrade work associated with existing West Hall.
Site Utilities	Building - Plumbing	Underground utilities (sanitary sewer, storm drain, domestic water) required for Pico Hall expansion
Fire Water	Building - Plumbing	Underground fire water required for Pico Hall expansion

Key Contract means each Contract to which a Key Contractor is a party as the lower-tier Contractor.

Key Contractor means any Person identified as a Key Contractor in Exhibit 14B (Key Contractors and Additional Contractors).

Key Personnel means, collectively, those individuals: (a) in Exhibit 14D (Key Personnel Commitments); and (b) appointed by Developer and approved by Owner from time to time to fill the "Key Personnel" positions identified in Exhibit 14C (Key Personnel Requirements) (each is a "**Key Person**").

Known or Suspected Hazardous Materials means:

(a) Hazardous Materials that are known or reasonably suspected to exist as of the Setting Date based on information or analysis contained or referenced in the Hazmat Report or the Geotechnical Report, in the Reference Documents as of the Setting Date, or made publicly available by the California Department of Toxic Substances Control as of the Setting Date;

(b) Aerially deposited lead and all soils containing aerially deposited lead, wherever located in or on the LACC Campus, regardless of whether indicated or not indicated in the CEQA Approvals, Reference Documents or any other source; and

(c) Asbestos and PCBs located in any building or structure on the LACC Campus, regardless of whether indicated or not indicated in the CEQA Approval, Hazmat Report, Reference Documents or any other source.

LA28 means the Los Angeles Organizing Committee for the LA28 Olympics.

LA28 EUP Expansion Site means the area within the limits indicated as the "LA28 EUP Expansion Limits" in Appendix 1B (Site Limits) to the Technical Requirements.

LA28 Exclusive Use Period means the period commencing on June 1, 2028 and ending on September 30 2028, inclusive (or such earlier or later dates as Owner may notify Developer in Owner's sole discretion).

LA28 Exclusive Use Zone means the area bounded by Figueroa Street and Harbor Freeway, and Olympic Boulevard and Santa Monica Freeway.

LA28 Lookahead Report means any of the reports due 24 months, 18 months or 12 months prior to Olympics Readiness Deadline, as described in Section 2.4.1.11 (Progress Reports) of the Technical Requirements; and "LA28 Lookahead Reports" means all of them.

LA28 Non-Exclusive Use Period means the period commencing on March 24, 2028 and ending on May 31, 2028, inclusive.

LA28 Olympics means, collectively, the 2028 Olympics and Paralympic Games.

LA28 Olympics Contingency Plan means the plan attached to the Agreement as Exhibit 2F (LA28 Olympics Contingency Plan).

LA28 Olympics Readiness Intervention Plan means the plan described in Section 2.4.2.5 (LA28 Olympics Readiness Intervention Plan) of the Technical Requirements.

LA28 Olympics Readiness Intervention Plan Costs has the meaning set forth in Section 3.3.2.

LACC has the meaning set forth in Recital A.

LACC Campus means all elements, facilities, improvements and other assets of LACC, including the Existing Facilities, the Modernized Facilities, the New Facilities and Gilbert Lindsay Plaza.

LACC Events Schedule means the schedule of events for the LACC attached as Exhibit 20 (LACC Events Schedule).

LACC Operator means the non-City entity that is party to the Management and Operations Agreement.

Late Payment Rate means 10% per annum.

Latent Structural Defect means a defect in design, materials or workmanship of any structural component of the Existing Facilities that meets all the following criteria:

(a) the defective condition is attributable to a failure of the structural component to comply with applicable codes, standards or specifications in effect at the time of its original design and construction;

(b) the defective condition is not the result of prior normal wear and tear or prior inadequate maintenance and repair;

(c) the existence and adverse effect of the defective condition (i) is not known to Developer as of the Setting Date, (ii) would not be reasonably suspected to exist as of the Setting Date based on information or analysis contained or referenced in the Reference Documents as of the Setting Date, and (iii) would not be apparent to a trained, experienced structural engineer or construction contractor through a reasonably thorough, non-intrusive visual inspection of the Existing Facilities prior to the Setting Date; and

(d) the defective condition adversely impacts either (i) the Modernization Work, or (ii) design or construction of the New Facilities.

Law(s) means (a) any statute, law, regulation, ordinance, rule or common law (including any Codes and Standards), (b) any binding judgment (other than regarding a Claim or other Dispute), (c) any binding judicial or administrative writ, order, judgment, injunction, award or decree (other than regarding a Claim or other Dispute), (d) any written directive, guideline, policy requirement or other governmental restriction (including those resulting from the initiative or referendum process, but excluding those by Owner within the scope of its administration of the Contract Documents) or (e) any similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any Governmental Entity, in each case which is applicable to or has an impact on the Project or the Work, whether taking effect before or after the Effective Date, including Environmental Laws. The term "Laws", however, excludes Governmental Approvals.

Lead Contractor means the single entity, joint venture or group of entities that is primarily responsible for construction of the Project.

Lead Designer means Populous Architects, P.C. and any permitted successor single entity, joint venture or group of entities that is primarily responsible for the design and engineering of the Project.

Lead Estimator means the Key Person described in Section 17 (Lead Estimator) of Exhibit 14C (Key Personnel Requirements).

Lead Scheduler means the Key Person described in Section 14 (Lead Scheduler) of Exhibit 14C (Key Personnel Requirements).

Letter of Assent has the meaning set forth in the PLA.

License Agreement means an agreement between Owner and a Licensee setting forth the terms and conditions for the Licensee's use of any portion of the LACC Campus for a function or event, as such agreement may be amended or supplemented from time to time.

Licensee means a Person that has entered into a license or similar agreement with Owner for using all or any portion of the LACC Campus for a function or event, provided that the agreement has not been terminated. "Licensees" refers to all Persons that satisfy this definition, including LA28.

Lien means any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement under the Uniform Commercial Code of any jurisdiction).

Local Business Enterprise (LBE) has the meaning set forth in Exhibit 21 (City of Los Angeles Business Inclusion Program).

Long Stop Date means 18 months after the Substantial Completion Deadline, as such deadline may be extended from time to time under the Agreement.

Loss(es) means, whether asserted, suffered or incurred by a Party or a Third Party, any loss, damage, injury, liability, obligation, cost, response cost, expense (including attorneys', accountants' and expert witness fees and expenses (including those incurred in connection with the enforcement of any indemnity or other provision of the Agreement)), fee, charge, judgment, penalty or fine. Losses include injury to or death of persons, damage or loss of property, and harm or damage to natural resources, utility facilities or Intellectual Property.

Maintenance of Traffic (MOT) means the comprehensive effort to maintain traffic.

Management and Financial Services Agreement means the Management and Financial Services Agreement dated on or about the Effective Date between Developer and Plenary Americas USA Ltd.

Management and Operations Agreement means that certain agreement between City and the LACC Operator that delegates responsibility for operating and maintaining the LACC Campus to the LACC Operator.

Markup has the meaning set forth in Section 1.3 of Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms).

Minority Business Enterprise (MBE) has the meaning set forth in Exhibit 21 (City of Los Angeles Business Inclusion Program).

Minority Person has the meaning set forth in Exhibit 21 (City of Los Angeles Business Inclusion Program).

Modernized Facilities means new or upgraded elements within the Existing Facilities (as required by the City or by applicable code) that remain functionally dependent on the Existing Facilities, as more particularly described in Appendix 8 (Modernization Scope) of the Technical Requirements.

Modernization Work means the Work described in Appendix 8 (Modernization) of the Technical Requirements.

Monthly Progress Payment has the meaning set forth in Section 11.1.1 (Monthly Progress Payments).

Monthly Progress Report means the report described in Section 2.4.1.11 (Progress Reports) of the Technical Requirements.

New Facilities means all improvements described in Section 3 (Design and Construction Requirements) of the Technical Requirements and associated Appendices to the Technical Requirements. New Facilities shall provide minimum net-new area as defined in Section 3.1 (General) of the Technical Requirements.

Non-City Governmental Approval means a Governmental Approval that is required from a Governmental Entity other than the City (including any City Department).

Non-Expedited Ladder has the meaning set forth in Section 3 of Exhibit 18 (Partnering and Issue Resolution Ladder).

Non-Reimbursable Costs means Non-Reimbursable Travel Costs; costs and charges for entertainment; bidding and proposal costs; contributions and gifts; personal telephone charges; costs of e-mobile and other communications devices and services; dues and subscriptions; alcoholic beverages; expenses for transportation for personal pursuits; gratuities greater than 15%; office expenses, including but not limited to microwaves and refrigerators, bottled water, lunches, paper plates, cups, coffee, creamer, wipes and hand sanitizer; and other charges expressly disallowed under the terms of this Agreement.

Non-Reimbursable Travel Costs means:

(a) Non-economy class airfare;

(b) Non-compact vehicle rental;

(c) Air flight and other travel insurance;

(d) Expense of any insurance offered by the auto rental company such as Collision Damage;

(e) Waiver, Personal Accident Insurance, Liability Insurance Supplement, Personal Effects;

(f) Coverage, Supplemental Liability Protection, etc. in connection with a rented vehicle;

(g) Auto repairs, replacement or towage;

(h) Valet parking when self-parking is available;

(i) Expenses above the domestic per diem meal allowance established by the City from time to time, even if supported by receipts;

(j) Costs of meals for City employees, except in accordance with City policy;

(k) Expenses incurred by a dependent or other person accompanying an employee of Developer, a Contractor or Supplier on an official business trip, and bills indicating multiple occupants must be adjusted to single occupancy rate and disallowed unless disclosure is made indicating reason, names, and dates; and

(l) Expenses of a purely personal nature.

Nonconforming Work means any Work (including any product of the Work), or any materials or equipment incorporated into the Project, that do not conform to the requirements of the Contract Documents, the Governmental Approvals, applicable Law, the Design Documents or the Construction Documents, including any Work, materials or equipment required to be repaired or replaced under Section 2.6 (Quality Management Plan) of the Technical Requirements.

Notice(s) of Conditional Termination has the meaning set forth in Section 17.2.1 (Notice of Conditional Election to Terminate – Extended Relief Events).

Notice of Developer Default means a written notice provided by Owner concerning Owner's determination that a Developer Default has occurred, with respect to any default for which a cure period is allowed under Section 16.1.2 (Cure Periods).

NTP 1 means the written notice issued by Owner to Developer in accordance with Section 7.4.3 (Commencement of Non-Construction Work) authorizing Developer to proceed with non-Construction Work.

NTP 2 means the written notice issued by Owner to Developer in accordance with Section 7.4.4 (Commencement of Construction Work) authorizing Developer to proceed with Construction Work.

Obligations has the meaning set forth in Section 4.1.

Olympics Readiness means Developer has met the requirements set forth in Exhibit 15C (Conditions to Olympics Readiness).

Olympics Readiness Deadline means March 31, 2028.

Olympics Readiness Development Fee has the meaning set forth in Section 11.2.2.1.

Olympics Readiness Monitoring Report has the meaning set forth in Section 2.4.1.11(c) of the Technical Requirements.

Olympics Readiness Punch List means a punch list comparable to the Project Punch List but limited to the Work and improvements that pertain to the conditions to Olympics Readiness set forth in Exhibit 15C (Conditions to Olympics Readiness).

On-Time Substantial Completion Development Fee has the meaning set forth in Section 11.2.3.1.

Open Book Basis means review by Owner of documentation showing Developer's underlying assumptions and data associated with the issue in question, including assumptions as to costs of the Work, schedule, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, inflation and deflation rates, swap and hedge rates, insurance rates, bonding rates, letter of credit fees, overhead, profit and other items reasonably required by Owner to satisfy itself as to validity or reasonableness.

Oversight means monitoring, inspecting, sampling, measuring, spot-checking, reviewing, attending, observing, testing, investigating, auditing and conducting any other ongoing oversight respecting any part or aspect of the Project or the Work, by any Person so entitled.

Owner means the City of Los Angeles, in its proprietary capacity as owner of the Project, and any entity succeeding to the powers, authorities and responsibilities of Owner by or under the Contract Documents. "Owner" excludes the City, or any City Department, in its governmental, operational and regulatory capacity.

Owner Additional Insured(s) means any (and all) of the City, the City Departments, and their respective successors, assigns, officeholders, officers, directors, agents, representatives and employees.

Owner Allowance has the meaning set forth in Section 11.3.1.

Owner Allowance Scope has the meaning set forth in Section 11.3.1.

Owner Change means changes to the Work, including additions or reductions in the scope of the Work, or changes to the requirements applicable to the Work, as Owner may direct in its sole discretion. Without limiting the foregoing, Owner Change includes Owner-imposed change to LEED requirements after the setting date of LEED requirements (which is deemed to be the date of submission of a complete application to LEED).

Owner Control Period means (a) the LA28 Exclusive Use Period, and (b) with respect to any Early Turnover Work, the period commencing upon the Early Turnover Date with respect to such Early Turnover Work and continuing through Final Completion of the Project.

Owner Data means any information, data, or document, whether or not protectable Intellectual Property, which is created, developed, or collected by, or on behalf of, Owner related to convention and meeting operations, national infrastructure planning, homeland security provisions and development, and personal or sensitive information of Owner employees, vendors and consumers. For the avoidance of doubt, Owner Data shall include, but not be limited to, (a) all "nonpublic information," as defined by the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.), (b) personal information as defined by California Civil Code §§ 1798.29, 1798.82, and 1798.140

(California Consumer Privacy Act of 2018), as amended and supplemented by the California Privacy Rights Act of 2020, (c) protected health information or individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR § 160.103), and/or (d) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679). For the further avoidance of doubt, Owner Data is not limited to proprietary or confidential information, and need not constitute trade secret information.

Owner Default has the meaning set forth in Section 16.3.1 (Owner Default).

Owner Financial Loss means and includes:

(a) costs, expenses and liabilities that are actually incurred by Owner or required to be and paid to Licensees, Users, guests and occupants of the LACC Campus or any portion thereof, and

(b) tangible and identifiable actual loss of Owner business opportunities and future net revenues at the LACC Campus.

Owner Intellectual Property (Owner IP) means all Intellectual Property owned by, or sufficiently licensed to, Owner including, without limitation, all rights, grants and interests pursuant to this Contract and the Project.

Owner Review Period means, subject to Sections 1.7, 2.1 and 2.5 of Exhibit 11 (Submittals Review Process):

(a) 20 Business Days, for any initial Submittal; and

(b) 10 Business Days, for any resubmittal of a Submittal.

Owner-Caused Delay means any of the following, solely to the extent that it directly affects the Critical Path to the Olympics Readiness Deadline, the Substantial Completion Deadline or the Final Completion Deadline:

(a) Owner additions to the LACC Events Schedule, excluding substitutions of like events;

(b) Delay in issuance of NTP 1 within 7 days after Developer has satisfied the applicable conditions set forth in Exhibit 15A (Conditions to NTP 1) and delivered to Owner a certificate signed by authorized representatives of Developer and the Design-Build Contractor, representing and warranting that all such conditions have been satisfied;

(c) Delay in issuance of NTP 2 within 15 days after Developer has satisfied the applicable conditions set forth in Exhibit 15B (Conditions to NTP 2) and delivered to Owner a certificate signed by authorized representatives of Developer and the Design-Build Contractor, representing and warranting that all such conditions have been satisfied;

(d) Owner failure to issue a Certificate of Substantial Completion or notify Developer in writing of the reasons why Substantial Completion has not been achieved, in either case within the 30-day period set forth in Section 7.10.3.4;

(e) Owner failure to issue a Certification of Statement of Completion or notify Developer in writing of the reasons why Final Completion has not been achieved, in either case within the 30-day period set forth in Section 7.10.4.4;

(f) any suspension of Work order issued by Owner under Section 16.2.7.3 or deemed issued by Owner as provided in Section 16.2.7.3;

(g) failure of Owner to provide responses to proposed schedules, plans, Design Documents, and other Submittals and matters for which a response is required as an express prerequisite to Developer's right to proceed or act, within the time periods (if any) indicated in the Contract Documents, provided that Developer notified Owner in writing that Owner's response to the relevant Submittal is required in order to proceed; and

(h) any Delay by Owner in taking any of the following actions, provided that such Delay is not concurrent with any Delay Event or Delay caused by or attributable to any Developer-Related Entity:

(i) issuing a request for pricing under Section 11.3.3(a) for some or all of the construction work included in the Owner Allowance Scope of the Owner Allowance described in Section 11.3.1(a) (the "**Signage Construction Scope**"), as determined by Owner in its sole discretion (provided that such scope shall include at least the minimum signage scope necessary for Olympics Readiness and Substantial Completion), within 7 days after Owner's approval of the applicable 50% Construction Documents;

(ii) issuing a request for pricing under Section 11.3.3(a) for the construction work included in the Owner Allowance Scope of the Owner Allowance described in Section 11.3.1(b) (the "**Kitchen and Catering Construction Scope**") within 7 days after Owner's approval of the applicable 50% Construction Documents;

(iii) issuing a request for pricing under Section 11.3.3(a) for the construction work included in the Owner Allowance Scope of the Owner Allowance described in Section 11.3.1(c) (the "**LADWP Network Station Construction Scope**") or Section 11.3.1(d) (the "**LADWP Service Adjustments Construction Scope**") within 7 days after submission by Developer to LADWP of the applicable 100% Construction Documents;

(iv) issuing a request for pricing under Section 11.3.3(a) for the procurement of materials (identified on a pre-agreed list included in Appendix 18 of the Technical Requirements, or as otherwise mutually agreed by the Parties) included in the Owner Allowance Scope of the Owner Allowance described in Section 11.3.1(c) (the "**LADWP Network Station Procurement Scope**") or Section 11.3.1(d) (the "**LADWP Service Adjustment Procurement**

Scope"), within 7 days of the applicable date specified in Appendix 18 of the Technical Requirements;

(v) issuing an Allowance Order for the portions of the Signage Construction Scope for which Owner issued a request for pricing under Section 11.3.3(a), the Kitchen and Catering Construction Scope, the LADWP Network Station Construction Scope, the LADWP Service Adjustments Construction Scope, the LADWP Network Station Procurement Scope or the LADWP Service Adjustment Procurement Scope, within 7 days after the Parties reach agreement on all terms of such Allowance Order; or

(vi) issuing a Directive Letter for the portions of the Signage Construction Scope for which Owner issued a request for pricing under Section 11.3.3(a), the Kitchen and Catering Construction Scope, the LADWP Network Station Construction Scope, the LADWP Service Adjustments Construction Scope, the LADWP Network Station Procurement Scope or the LADWP Service Adjustment Procurement Scope, within 7 days after the Parties fail to reach agreement on the terms of the applicable Allowance Order after 60 days of negotiation in good faith.

Owner-Provided Approval means the Governmental Approval listed in Exhibit 8 (Owner-Provided Approval).

Owner's Project Office means the temporary Project office space for Owner's personnel described in Section 2.4.3 (Project Office) of the Technical Requirements.

Partnering means the process by which the Parties meet and agree to the manner in which business is to be conducted beyond the requirements of the Agreement.

Party means Developer or Owner, as the context may require, and "Parties" means Developer and Owner, collectively.

Payment Bond means the payment bond(s) to secure payment for labor and materials, including multiple obligee rider, required under the Agreement.

Performance Bond means the performance bond(s) securing performance of the Work, including multiple obligee rider, required under the Agreement.

Person means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Entity.

Pico Passage means the portion of West Pico Boulevard between Gilbert Lindsay Drive and South Hall Drive over which the Expansion Work will span.

Pico Passage TCO has the meaning set forth in Section7.9.10.

Pre-Construction Manager means the Key Person described in Section 7 (Pre-Construction Manager) of Exhibit 14C (Key Personnel Requirements).

Prime Contract means any direct Contract between Developer and a Contractor, or (2) any direct Contract between the first-tier Prime Contractor and a Contractor.

Prime Contractor means any Contractor that has a direct contract with Developer or the Design-Build Contractor.

Principal Project Document(s) means the Contract Documents, the Key Contracts and the escrow agreement relating to the escrow of the IP Escrows.

Prohibited Payees has the meaning set forth in Section 11.2.5 (No Payment by Developer-Related Entities).

Prohibited Person means any Person who is:

(a) debarred, suspended, proposed for debarment with a final determination still pending, declared ineligible or voluntarily excluded from participating in procurement or nonprocurement transaction or determined to be a non-responsible bidder or contractor (as such terms are defined or used in City's Contractor Responsibility Program);

(b) indicted or convicted of a crime, including misdemeanors, or had a civil suit or administrative judgment rendered against such Person involving the bidding, awarding, or performance of a government contract, a false claim or material misrepresentation to any private or governmental entity, or the crime of theft, fraud, embezzlement, perjury, or bribery (as such terms are defined or used in City's Contractor Responsibility Program);

(c) identified on the list entitled "Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act of 2010" maintained by the California Department of General Services;

(d) located within, or doing business or operating from, a country or other territory subject to a general embargo administered by the United States Office of Foreign Assets Control (OFAC);

(e) designated on the OFAC list of "Specially Designated Nationals";

(f) otherwise targeted under economic or financial sanctions administered by the United Nations, OFAC or any other U.S. federal economic sanctions authority or any divestment or sanctions program of the State of California;

(g) a financial institution against which, or a banking institution chartered or licensed in a jurisdiction against which, the United States Secretary of the Treasury has imposed special measures under Section 311 of the USA PATRIOT Act;

(h) located within or is operating from a jurisdiction that has been designated as a "high-risk and non-cooperative jurisdiction" by the Financial Action Task Force;

(i) a "senior foreign political figure" or a prohibited "foreign shell bank" within the meaning of 31 C.F.R. Section 1010.605; or

(j) engaged in litigation with the City of Los Angeles relating to performance of a contract or business practices (unless Owner has first waived (in Owner's sole discretion) by written notice to the transferring equity holder, with a copy to Developer, the prohibition on a transfer to such Person during the continuance of the relevant litigation).

Project means the Los Angeles Convention Center Expansion and Modernization Project, as described in the Contract Documents, including Section 3.1, Appendix 8 (Modernization Scope), Appendix 9 (Signage Scope), Appendix 10 (Kitchen and Catering Scope) and Appendix 16A (Olympics Readiness) of the Technical Requirements, and further including all Work to be performed by Developer to meet its obligations under the Contract Documents.

Project Executive means the Key Person described in Section 2 (Project Executive) of Exhibit 14C (Key Personnel Requirements).

Project Intellectual Property (Project IP) means all Developed IP, Developer IP, Third Party IP and Owner IP incorporated into the Project or Work.

Project Labor Agreement (PLA) has the meaning set forth in Section 9.12.1 (Project Labor Agreement, Local Workers and Workforce Development Requirements for Construction Work).

Project Limits means the limits shown as such in Appendix 1B (Site Limits) to the Technical Requirements.

Project Management Control Systems (PMCS) means the electronic project management controls system established and maintained by Developer in accordance with Section 2.4.9.1 (Project Management Control Systems) of the Technical Requirements.

Project Management Plan (PMP) means the document setting forth Developer's prescribed approaches to, and plan for, its scope of Work, described in Section 2.7 (Project Management Plan) of the Technical Requirements, as it may be modified and updated from time to time, following approval thereof by Owner. The initial Project Management Plan as of the Effective Date is attached as Exhibit 2B (Project Management Plan).

Project Manager means the Key Person described in Section 3 (Project Manager) of Exhibit 14C (Key Personnel Requirements).

Project Neutral means an individual identified as such on the Project Neutral and Independent Expert List.

Project Neutral and Independent Expert List means the list attached to the Agreement as Exhibit 17 (Project Neutral and Independent Expert List),[7] as updated from time to time in accordance with Section 18.6.3.

[7] Include multiple, pre-qualified individuals that Parties can select from during the term.

Project Punch List means the itemized list of Work approved by Owner pursuant to Section 7.10.3.4 that remains to be completed by Developer after the Substantial Completion Date as a condition to Final Completion. The Project Punch List shall include only minor incidental items of Work necessary to correct Nonconforming Work that has no adverse effect on the safety or full use and operability of the Expanded LACC for its intended purposes. Examples that are indicative of the nature and magnitude of potential Project Punch List items (subject to Owner's approval pursuant to Section 7.10.3.4) are (a) a limited number of paint touchups of a minor nature, (b) replacement of a limited amount of finish materials with minor damage that are awaiting resupply, (c) replacement of warranty parts for a limited number of minor components, (d) planting of less than 5% of the planting required under the Contract Documents, (e) a limited number of minor irrigation repairs, and (f) a limited number of minor cosmetic repairs, in each case solely to the extent that such items do not impact the full use and operation of the Expanded LACC for its intended purposes.

Project Right of Entry has the meaning given in Section 2.2.1.

Project ROW means any real property (which term is inclusive of all estates and interests in real property), improvements and fixtures within the Project Limits.

Project Savings Amount means the positive amount, if any, any such excess amounts held by Developer shall be deemed to be held in trust Developer for the benefit of, equal to (a) $184,490,438, minus (b) all payments made and costs, expenses and liabilities incurred by Owner on account of Relief Event Claims, including for Incremental Costs, as calculated by Owner.

Project Schedule means the logic-based CPM schedule for all Work, as such schedule is prepared, revised, updated and submitted by Developer, and accepted by Owner, in accordance with the Contract Documents.

Project Schedule Update means the Project Schedule update to be provided by Developer in each Monthly Progress Report, as described in Section 2.4.2.3 (Project Schedule Updates) of the Technical Requirements.

Project Warranties means Developer's warranties under Section 6.10.2.

Proposal means the revised Committed Proposal submitted by Developer to City pursuant to the Early Works Agreement on August 16, 2025.

Protection(s) in Place means any action taken to avoid damaging a utility facility which does not involve removing or relocating that facility, including staking the location of a facility, exposing the facility, locating construction equipment so as to avoid impacts to facilities, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. For example, temporarily lifting power lines without cutting them would be considered a Protection in Place; whereas temporarily moving power lines to another location after cutting them would be considered a phased Utility Adjustment and not a Protection in Place. The term "Protection in Place" includes both temporary measures and permanent installations meeting the foregoing definition.

Public Information Coordinator means the Key Person described in Section 22 (Public Information Coordinator) of Exhibit 14C (Key Personnel Requirements).

Public Records Act (PRA) means California Public Records Act, Cal. Gov. Code § 6250 et seq., as amended from time to time.

Public Works Improvements Arts Program means the City's program by this name as described at: https://culturela.org/percent-public-art/public-works-improvements-arts-program-pwiap/.

Qualifying Change in Law means:

(a) a Change in Law that is principally directed at and the effect of which is principally borne by Developer, including Developer-Related Entities, or convention center owners or operators in the State, except where such change (i) is in response, in whole or in part, to any failure to perform or breach of the Contract Documents, violation of applicable Law or Governmental Approval, or culpable acts or omissions on the part of any Developer-Related Entity, (ii) is a directive by the U.S. Department of Homeland Security or comparable State agency, or (iii) is otherwise expressly permitted under the Contract Documents; or

(b) a Change in Law for which compliance results in Incremental Costs by Developer in performing the Work in an amount in excess of $1,000,000.

Quality Assurance (QA) means all planned and systematic actions by Developer necessary to provide confidence that QC is performed in accordance with Design Quality Plan and Construction Quality Plan, that all Work complies with the Contract Documents and that all materials incorporated in the Work, and that all equipment and all elements of the Work will perform satisfactorily. QA actions include: monitoring and verification of design through auditing, spot-checking and participation in the review of the Design Documents and work plans; and monitoring and verification of construction, manufacturing/process facilities and equipment, on-site equipment and QC documentation through auditing, spot inspections and reconciliation of material acceptance and rejection based on QC testing and Verification Sampling and Testing at production sites and the Site. Quality Assurance also includes documentation of all QA efforts.

Quality Assurance Manager means the Key Person described in Section 8 (Quality Assurance Manager) of Exhibit 14C (Key Personnel Requirements).

Quality Control (QC) means the total of all activities performed by Developer to ensure that the Work meets the requirements of the Contract Documents. For design, this includes procedures for design quality, checking, and design review including reviews for constructability, and approval of work plans. For construction this includes: procedures for materials handling and construction quality; inspection, sampling, testing and acceptance/rejection of materials, plants, production and construction; material certifications; calibration and maintenance of equipment; production process control; and monitoring of environmental compliance. Quality Control also includes documentation of all QC design and construction efforts.

Quality Management Plan means the plan described in Section 2.6 (Quality Management Plan) of the Technical Requirements, following approval thereof by Owner.

Quality Management System means the system described in Section 2.6.1 (Quality Management System) of the Technical Requirements.

Quality Records means the documentation required to be produced and maintained by Developer-Related Entities in accordance with the Quality Management Plan.

Quarter means a time period comprised of three calendar consecutive Months. Each Operating Year contains four consecutive Quarters, beginning on the first Month of such Operating Year.

Rating Agency(ies) means any credit rating agency registered with the Securities and Exchange Commission as a nationally recognized statistical rating organization.

Ready to Issue (RTI) means, with respect to the applicable Design Documents, the status assigned by the City's Department of Building and Safety to such Design Documents indicating that they have passed plan check review and are approved for permit issuance, subject to Developer paying the applicable fees.

Recordkeeping Requirements has the meaning set forth in Section 4.1.

Record Documents means construction drawings, specifications and related documentation furnished by Developer to reflect the actual conditions and location in detail of Work as constructed and installed, which may be generated initially as marked-up Release for Construction Documents, revised subsequently as-finished revised drawings and documents, and updated thereafter as required by the Technical Requirements.

Recoverable Costs means:

(a) The reasonably required costs of any assistance, action, activity or work undertaken by Owner which Developer is liable for or is obligated to reimburse Owner for under the terms of the Contract Documents, including the charges of third party contractors and reasonably allocated wages, salaries, compensation and overhead of Owner staff and employees performing such action, activity or work; plus

(b) Reasonably required out-of-pocket costs Owner incurs to publicly procure any such third party contractors; plus

(c) Reasonable fees and costs of attorneys (including the reasonably allocable fees and costs of the Office of the City Attorney), financial advisors, engineers, architects, insurance brokers and advisors, investigators, traffic and revenue consultants, risk management consultants, other consultants, and expert witnesses, as well as court costs and other litigation costs, in connection with any such assistance, action, activity or work, including in connection with defending claims by and resolving disputes with third party contractors; plus

(d) Interest on all the foregoing sums at the Late Payment Rate, commencing on the date due under the applicable terms of the Contract Documents and continuing until paid.

Recovery Plan means the plan described in Section 2.4.2.4 (Recovery Schedule) of the Technical Requirements.

Reference Documents means the documents so designated and provided by Owner to Developer prior to the Setting Date, which documents are provided for disclosure purposes only and without any warranty as to their accuracy, completeness or fitness for any particular purpose.

Related Projects means projects that are not Developer's responsibility under the Contract Documents but that interface with Developer's Work.

Release or **Release of Hazardous Materials** means, with respect to Hazardous Materials, any spill, leak, emission, release, discharge, injection, escape, leaching, dumping, disposal or migration of Hazardous Materials into the soil, air, water, groundwater or environment, including any exacerbation of an existing release or condition of Hazardous Materials contamination.

Relief Event means a Compensation Event or a Delay Event.

Relief Event Claim has the meaning set forth in Section 13.4.1.

Relief Event Delay means a Delay that is solely and directly attributable to a Relief Event and is not concurrent with any delay which is not caused by a Relief Event.

Relief Event Delay Allowance has the meaning set forth in Section 7.4.2.1

Relief Event Notice has the meaning set forth in Section 13.2.1.

Remediation Plan means the plan prepared by the Hazmat Consultant detailing the results of the consultant's investigation of Hazardous Materials and the recommended approach to manage such Hazardous Materials, as described in Section 7.7.1.5.

Replacement Utility Property Interest means any permanent right, title or interest in real property (e.g., a fee or an easement) which is acquired for a Utility being reinstalled in a new location as a part of the Utility Adjustment Work. The term specifically excludes any right, franchise or permit granted by Law to a Utility for occupancy of a Governmental Entity's real property.

Request for Change Proposal means a written notice issued by Owner to Developer setting forth a proposed Owner Change and requesting Developer's assessment of cost and schedule impacts thereof, as described in Section 1.1 of Exhibit 9 (Owner Change Procedures and Directive Letters).

Retainage has the meaning set forth in Section 11.9.1.

Risk Manager means the Key Person described in Section 15 (Risk Manager) of Exhibit 14C (Key Personnel Requirements).

Safety and Security Manager means the Key Person described in Section 12 (Safety and Security Manager) of Exhibit 14C (Key Personnel Requirements).

Safety Compliance means any and all improvements, repair, reconstruction, rehabilitation, restoration, renewal, replacement, changes in configuration, or procedures implemented to correct a specific safety condition or risk that Owner has reasonably determined to exist by

investigation or analysis (excluding a safety condition or risk that exists by reason of Developer's failure to comply with the requirements of the Contract Documents, including all applicable Laws).

Safety Compliance Order means a written order or directive from Owner to Developer to implement Safety Compliance.

Safety Standards means the requirements set forth in Section 2.7.2.7 (Health and Safety Plan) of the Technical Requirements and Section 2.7.2.8 (Emergency Management and Disaster Recovery Plan) of the Technical Requirements.

Schedule Activity(ies) has the meaning set forth in Section 11.10 of the Agreement.

Schedule of Values means the schedule set forth in Exhibit 5 (Schedule of Values) to the Agreement allocating the D&C Contract Amount across an itemized list of the Work required to complete the Project, organized by CSI Division, in a format and level of detail to the satisfaction of Owner.

Security Incident has the meaning set forth in Section 21.4.1.

Service Line(s) means a utility line, the function of which is to connect directly the improvements on an individual property (e.g., a commercial building or an industrial warehouse) to another utility line located off such property, which other utility line connects more than one such individual line to a larger system, as well as any cable or conduit that supplies an active feed from a Utility Owner's facilities to activate or energize a Governmental Entity's local lighting and electrical systems, traffic control systems, street lights, communications systems and/or irrigation systems.

Setting Date means August 13, 2025.

Signage Approvals means: (a) an approval of the California Department of Transportation, as regulatory authority under the California Outdoor Advertising Act for state controlled roads, of the two freeway-oriented digital signs included in the scope of Work under Appendix 9 of the Technical Requirements; and (b) an amendment by Los Angeles City Council to the Convention Center and Arena Sign District Ordinance No. 188078 to allow for the implementation of the scope of Work set forth in Appendix 9 of the Technical Requirements.

Site means the areas within the Project Limits, and Temporary Areas.

Small Business Enterprise (SBE) has the meaning set forth in Exhibit 21 (City of Los Angeles Business Inclusion Program).

Specified AHJs means the following AHJs:

(a) the following [bureaus] within the City's Department of Public Works:

(i) Bureau of Sanitation / Low Impact Development Section of Stormwater;

(ii) Bureau of Engineering; and

(iii) Bureau of Street Services;

(b) the City's Department of City Planning;

(c) the City's Department of Transportation; and

(d) the City's Department of Recreation and Parks.

State means the State of California.

Statement of Early Turnover Work Completion means a written notice from Owner to Developer stating Owner's determination that completion of the Early Turnover Work has been achieved and the date it is achieved (being the Early Turnover Date), as contemplated in Section 7.10.3.5(a).

Statement of Olympics Readiness means a written notice from Owner to Developer stating Owner's determination that Olympics Readiness has been achieved and the date it is achieved, as contemplated in Section 7.9.5(a).

Subcontract means each Contract with a Subcontractor.

Subcontractor means each Contractor that is not a Prime Contractor.

Submittal(s) means any document, work product or other written or electronic end-product, report or item (excluding notices, correspondence and submittals under Articles 12 through 15) required to be delivered or submitted to Owner, Third Parties, AHJs and Utility Owners under the Contract Documents or the Project Management Plan.

Submittal List has the meaning set forth in Section 1.6 of Exhibit 11 (Submittals Review Process).

Substantial Completion means that all the Work is complete (except for any Project Punch List items approved by Owner pursuant to Section 7.10.3.4). Substantial Completion is deemed to have occurred upon Developer's satisfaction of all the conditions in Exhibit 15D (Conditions to Substantial Completion) and Owner's issuance of a Certificate of Substantial Completion.

Substantial Completion Date means the effective date of the Certificate of Substantial Completion, as determined by Owner (or, if applicable, pursuant to the Dispute Resolution Procedures).

Substantial Completion Deadline means February 9, 2029, as such deadline may be extended from time to time pursuant to the Agreement.

Superfund Site means a site listed on either the National Priorities List or the Proposed National Priorities List at https://www.epa.gov/superfund/superfund-national-priorities-list-npl.

Supplier means any Person not performing work at or on the Site that supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Project, to the Developer or to any Contractor in connection with the performance of the Work. Persons that merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site shall not be deemed to be performing Work at the Site.

Supporting Information has the meaning set forth in Section 4.2(b).

Surety(ies) means each properly licensed surety company, insurance company or other Person approved by Owner, which has issued a Payment Bond or a Performance Bond.

Sustainability Manager means the Key Person described in Section 20 (Sustainability Manager) of Exhibit 14C (Key Personnel Requirements).

Targeted Hiring Guidelines for Contractors has the meaning set forth in Section 9.12.2.

Tariff means a federal tariff on the importation of a Tariff Material.

Tariff Event means: (a) the implementation, after the Setting Date, of a new Tariff; or (b) a modification or elimination, after the Setting Date, of an existing Tariff. A Tariff that is in effect or has been announced as of the Setting Date (whether or not yet implemented) shall not be considered a Tariff Event unless it is later modified or eliminated.

Tariff Event Claim has the meaning set forth in Section 1.2.1.2 of Exhibit 12 (Tariff Provisions).

Tariff Event Compensation Amount means, for any Tariff Material, an amount equal to the quantity (units) of the Tariff Material purchased, multiplied by the applicable pre-Tariff unit price as of the Setting Date, multiplied by the difference in the applicable Tariff in effect as of the Setting Date and the applicable Tariff in effect as of the earlier of: (a) the Tariff Material Buy Out Date, or (b) the Tariff Material Buy Out Deadline, provided that if the Tariff Material Buy Out Deadline occurs prior to the Tariff Material Buy Out Date, the lower Tariff shall be used for purposes of calculating the Tariff Event Compensation Amount. The Tariff Event Compensation Amount may be (a) positive, if the Tariff has increased, meaning that Developer is entitled to additional compensation in such amount as set forth in the Change Order, or (b) negative, if the Tariff has decreased, meaning that Owner shall be entitled to deduct such amount as set forth in the Change Order from amounts payable to Developer.

Tariff Material means the following imported materials and supplies:

(a) Cement;

(b) Rebar;

(c) Structural steel;

(d) Lumber;

(e) Drywall;

(f) Insultation;

(g) Curtain wall and glazing;

(h) Windows;

(i) Plumbing pipe and fittings;

(j) Mechanical equipment and ductwork; and
(k) Electrical wiring, panels, fixture.

Tariff Material Buy Out Date means the date upon which the Design-Build Contractor enters into a Contract with a Contractor for the purchase of any Tariff Material (regardless of whether such Contractor is to purchase such Tariff Material directly or through a Contractor at a lower tier).

Tariff Material Buy Out Deadline means the date upon which the Design-Build Contractor is obligated to enter into a Contract with a Contractor for the purchase of the Tariff Material as set forth in Appendix 1 (Tariff Material Buy Out) to Exhibit 12 (Tariff Provisions).

Taxes means federal, State, local or foreign income, margin, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986, as amended), customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add-on minimum, estimated or other taxes, levies, imposts, duties, fees or charges imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Project, the performance of the Work, revenues or act, business, status or transaction of Developer, including any interest, penalty or addition to such amounts, and including utility rates or rents, in all cases whether disputed or undisputed.

Technical Requirements means the documents included in Volume II of the Contract Documents and identified as Technical Requirements.

Temporary Areas means areas outside of the Project Limits where activities incidental to construction of the Project are being performed by Contractors, including field office sites, storage sites, production facilities, staging areas dedicated to the Project, temporary work areas and parking areas, but excluding any permanent locations of Developer or any Contractor.

Temporary Certificate of Occupancy means a temporary or partial Certificate of Occupancy, which allows for the provisional occupancy of a New Facility, a Modernized Facility or a portion thereof before all construction is completed.

Temporary Relocation means any (a) interim relocation of any utility (i.e., the installation, removal and disposal of an interim facility) pending installation of a permanent facility in the same or a new location, and (b) removal and reinstallation of the utility in the same place without an interim relocation.

Termination Compensation means the measure of compensation owing from Owner to Developer upon termination of the Agreement, as determined in accordance with Section 17.7 (Payment of Termination Compensation) of the Agreement.

Termination Date means (a) the later of the end of the Warranty Period and the Final Acceptance Date, or (b) if applicable, the Early Termination Date.

Termination Due to Court Ruling has the meaning set forth in Section 17.4.3.

Termination for Convenience has the meaning set forth in Section 17.1.1.

Terrorism means activities against Persons or property of any nature in Los Angeles County:

(a) that involve the following or preparation for the following:

(i) use or threat of force or violence; or

(ii) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

(b) when one or both of the following applies:

(i) the effect is to intimidate or coerce a Governmental Entity, Owner or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(ii) it appears that the intent is to intimidate or coerce a Governmental Entity or Owner, or to further a political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophy or ideology.

Third Party means any Person other than Owner and Developer-Related Entities.

Third Party Intellectual Property (Third Party IP) means any Intellectual Property owned by, or sufficiently licensed to, any Third Party.

Threatened or Endangered Species means any species listed by the United States Fish and Wildlife Service as threatened or endangered under the Endangered Species Act, as amended, 16 U.S.C. § 1531 *et seq.* or any species listed as threatened or endangered under the California Endangered Species Act, Fish and Game Code § 2050 *et seq*.

Time Impact Analysis means a scheduling procedure that calculates the extent of the delay to the end date of the Work or a Contract Deadline and that shows that the Work will be extended beyond the current end date or current Contract Deadline, utilizing networking techniques (fragnets), together with a written analysis of the facts associated with an alleged delay to demonstrate the effect of the alleged delay on the Critical Path. A "fragnet" means a sequence of new activities and/or activity revisions that are proposed to be added to the existing current Project Schedule Update to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work or on a Contract Deadline.

Transaction has the meaning set forth in Section 20.2.1.

Union has the meaning set forth in the PLA.

Unsafe Condition means a condition that (a) gives rise to the imminent possibility of serious injury to workers or the public or of serious damage to property or the environment, or (b) affects the safe movement of trains.

Upfront Development Fee has the meaning set forth in Section 11.2.1 (Upfront Development Fee).

User(s) means individuals lawfully present on or using the LACC Campus, including event attendees and City and Licensee employees.

Utility(ies) or utility(ies) means a privately, publicly, or cooperatively owned facility (which term includes lines, systems and other facilities, and includes municipal and/or government facilities) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar commodity, including any fire or police signal system as well as streetlights associated with roadways owned by local agencies. However, when used in the context of Utility Adjustments of facilities to accommodate the Project, the term "Utility" or "utility" excludes (a) stormwater facilities, and (b) traffic signals, ramp metering systems, flashing beacon systems, and lighting systems for the mainline Project. Necessary appurtenances to each utility facility (including the utility source, guide poles, Service Lines, supports, etc.) shall be considered part of the facility. Without limitation, any service lateral connecting directly to a utility shall be considered an appurtenance to that utility, regardless of the ownership of such service lateral.

Utilities Survey means that certain U/G Utility Investigation Report commissioned by C-Below, dated November 20, 2024.

Utility Adjustment means each relocation (temporary or permanent), abandonment, Protection in Place, removal (of previously abandoned utility facilities as well as newly-abandoned facilities), replacement, reinstallation, and/or modification of existing Utilities necessary to accommodate the Project or the Work. For any utility crossing the Project Limits, the Utility Work for each crossing of the Project Limits by that utility shall be considered a separate Utility Adjustment. For any utility installed longitudinally within the Project Limits, the Utility Work for each continuous segment of that utility located within the Project Limits shall be considered a separate Utility Adjustment.

Utility Agreement means an agreement between a Utility Owner and Developer (whether directly or by assignment) that provides information and terms affecting any Utility Adjustment.

Utility Betterment means any upgrading of a Utility that is not attributable to the construction of the Project and is made during the course of a Utility Adjustment solely for the benefit of and at the election of the Utility Owner, including an increase in the capacity, capability, efficiency or function of the facility over that which was provided by the existing Utility. The following are not considered Utility Betterments:

(a) any upgrading required for accommodation of the Project;

(b) any upgrading required under the Contract Documents;

(c) replacement devices or materials that are of equivalent standards although not identical, which are not otherwise required pursuant to the Contract Documents;

(d) replacement of devices or materials no longer regularly manufactured with an equivalent or next higher grade or size, which are not otherwise required pursuant to the Contract Documents;

(e) any upgrading required by applicable Law;

(f) replacement devices or materials that are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase), which are not otherwise required pursuant to the Contract Documents; and

(g) any upgrading required by the Utility Owner's applicable Utility Standards.

Utility Information means the information regarding underground Utilities (a) identified in the Utilities Survey, and (b) any other information identified or confirmed pursuant to ground penetrating radar or potholing prior to the Setting Date, but in any case only to the extent that such information describes underground Utilities that are not Service Lines.

Utility Owner means the owner or operator of any Utility (including both privately held and publicly held entities, cooperative utilities, and municipalities and other governmental agencies).

Utility Relocation Plans has the meaning set forth in Section 7.6.1(d).

Utility Standards means the standard specifications, standards of practice, and construction methods that a Utility Owner customarily applies to facilities (comparable to those being adjusted on account of the Project) constructed by the Utility Owner (or for the Utility Owner by its contractors), at its own expense. Unless the context or applicable Utility Agreement requires otherwise, references in the Contract Documents to a Utility Owner's "applicable Utility Standards" or similar language refer to those that are in effect as of the Setting Date. Except as may be specifically identified in the Technical Requirements, "Utility Standards" are not Standards and Specifications.

Utility Tracking Report means the utility tracking report described in Section 2.8 of the Technical Requirements.

Utility Work means the design and construction necessary for a Utility Adjustment. Any Utility Work furnished or performed by Developer is part of the Work; any Utility Work furnished or performed by a Utility Owner is not part of the Work.

Venue Use Agreement means that certain/any venue use agreement between the City and LA28 relating to LA28's rental of the LACC Campus in connection with the LA28 Olympics.

Verification Sampling and Testing means sampling and testing performed to validate the quality of the product. Owner, or its designee, will perform Verification Sampling and Testing as part of its QA Oversight efforts.

Warranty Period has the meaning set forth in Section 6.10.2.1.

Warranty Work means all work necessary to correct a Defect, including repair and replacement of the defective part of the Project and any other facilities or improvements that may have been damaged or displaced as a result of the Defect or the work to correct the Defect.

Waste Management Plan means the plan described in Section 2.7.3.11 (Waste Management Plan) of the Technical Requirements, following approval thereof by Owner.

Women Business Enterprise (WBE) has the meaning set forth in Exhibit 21 (City of Los Angeles Business Inclusion Program).

Work means all of the work, services and obligations required to be furnished, performed and provided by Developer under the Contract Documents, including all administrative, design, engineering, construction, demolition, Utility Adjustments, payment to Third Parties, support services, equipment, and management services. The term does not include any efforts which the Contract Documents expressly specify will be performed by Persons other than Developer-Related Entities, including Licensees.

Work Breakdown Structure (WBS) means a deliverable-oriented hierarchical decomposition of the Work to be executed.

EXHIBIT 2

DEVELOPER COMMITMENTS

[NTD: To be attached.]

Exhibit 2A: Baseline Project Schedule

Exhibit 2B: Project Management Plan

Exhibit 2C: Quality Management Plan

Exhibit 2D: Business Inclusion Plan

Exhibit 2E: 50% Design Documents

Exhibit 2F: LA28 Olympics Contingency Plan

EXHIBIT 3

INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES

Owner Representative:
Richard Louie, Program Manager
1149 S Broadway, Suite 890
Los Angeles, CA 90018
Telephone: 213-923-6337
Email: richard.louie@lacity.org

Developer Representative:
Torban Berquier, Senior Project Manager
633 W Fifth Street, Suite 4975, Los Angeles CA 90071
Telephone: 415-619-2231
Email: torban.berquier@plenaryamericas.com

EXHIBIT 4

NOT USED

EXHIBIT 5

SCHEDULE OF VALUES

[NTD: To be attached.]

EXHIBIT 6

PAYMENT AND PERFORMANCE SECURITY

Exhibit 6A: Not Used

Exhibit 6B: Form of Payment Bond

Exhibit 6C: Form of Performance Bond

Exhibit 6D: Form of Multiple Obligee Rider for Payment Bond

Exhibit 6E: Form of Multiple Obligee Rider for Performance Bond

EXHIBIT 6A

NOT USED

EXHIBIT 6B

FORM OF PAYMENT BOND

(Bond No. _____)

WHEREAS, **[INSERT DEVELOPER NAME]** ("**Developer**") has entered into a contract with the City of Los Angeles ("**Owner**") bearing the date of **[INSERT DATE]**, 2025, to design, build, finance, operate and maintain the Los Angeles Convention Center Expansion and Modernization Project (the "**Agreement**"); and

WHEREAS, we **[INSERT DESIGN-BUILD CONTRACTOR NAME]**, an entity duly authorized to do business in the State of California (the "**State**") and having its principal place of business at **[INSERT STREET ADDRESS, CITY, STATE, ZIP AND PHONE #]** (the "**Principal**" or "**Contractor**"), have entered into a contract (the "**Contract**") with Developer bearing the date of **[INSERT DATE]**, for the performance of design and construction work in connection with the Los Angeles Convention Center Expansion and Modernization Project; and

WHEREAS, it was one of the conditions of the Contract and the Agreement that these presents shall be executed;

NOW, THEREFORE, the Principal and **[INSERT SURETY NAME]** (the "**Surety**") (or the "**Co-Sureties**"), duly authorized to do business in the State, having its principal place of business at **[INSERT HOME OFFICE ADDRESS]** are held and firmly bound unto Developer, in the full and just sum of **[INSERT BOND AMOUNT]** lawful money of the United States of America **(US$___)**, to whom payment well and truly will be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND ARE AS FOLLOWS:

A. Principal shall promptly make all payments owing when due to all persons who furnish labor, services, or materials for the prosecution of the work provided for in the Contract.

B. Each said claimant shall have a right of action against the Principal and Surety (or Co-Sureties) for the amount due him or her, including unpaid finance charges due under the claimant's contract.

C. A claimant, except a laborer, who is not in privity with the Principal shall, before commencing or not later than 20 days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a preliminary notice that he or she intends to look to this bond for protection. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety (or Co-Sureties) unless the preliminary notice has been given. Notices required or permitted shall be given in compliance with the requirements of Sections 8100 et seq. and 9300 et seq. of the California Civil Code.

D. The amount of this bond is a fixed amount and shall not be changed.

E. Neither any change in or under the Contract, nor any compliance or noncompliance with any formalities provided in the Contract shall relieve the Surety (or Co-Sureties) of its obligations under this bond.

Correspondence, notices or claims relating to this bond should be sent to the following Surety's authorized representative and address:

_____
_____
_____

If there are Co-Sureties, the Co-Sureties agree to empower the above authorized representative with the authority to act on behalf of all of the Co-Sureties with respect to this bond, so that Owner will have no obligation to deal with multiple sureties hereunder. The above authorized representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to Owner designating a single new authorized representative, signed by all of the Co-Sureties.

IN WITNESS WHEREOF, Principal and Surety have executed these presents and the Surety (or Co-Sureties) has affixed its seal, this _____ day of _____, 20__.

PRINCIPAL:_____ Date:_____

Authorized Signature:_____

Print Name & Title:_____

NAME OF SURETY:_____

Date: _____

Signature (Attorney-in-Fact): _____

(Affix Seal)

Print Full Name, Address and Telephone No.

[If more than one Surety, then add appropriate number of lines to signature block]

NOTES CONCERNING SURETY AND EXECUTION:

A. SURETY COMPANY REQUIREMENTS

To be acceptable to Owner, each Surety shall meet all of the requirements of the Agreement and laws of California.

B. EXECUTION OF BOND

1. Enter each Surety's name and address on each copy of this bond in the space provided.

2. Have each copy of this bond signed on behalf of the Principal by the same person that signed the Contract on behalf of the Principal (affix Corporate Seal, if appropriate).

3. Have each copy of this bond signed by the person authorized to sign on behalf of the Surety (or Co-Sureties). Put the date the signature was affixed in the space provided. Print that person's name in the place provided on each copy of this bond. Also, have each Surety's Corporate Seal affixed to each copy of this bond beside that person's signature (no copies are acceptable).

4. Each copy of this bond must have a Power of Attorney attached indicating that the person in item B.3 above is authorized to sign on behalf of the relevant Surety.

5. Each copy of the Power of Attorney must have the Surety's Corporate Seal manually affixed.

6. The date of execution of the Power of Attorney is the same as the date shown on the signature line for the Surety Attorney-In-Fact.

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____

County of _____

On this ___ day of _____ in the year of _____ before me, a notary public in and for the county and state aforesaid, personally appeared _____ _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal:

_____ (SEAL) _____

Signature of Notary Public

EXHIBIT 6C

FORM OF PERFORMANCE BOND

(Bond No. _____)

WHEREAS, **[INSERT DEVELOPER NAME]** ("**Developer**") has entered into a contract with the City of Los Angeles ("**Owner**") bearing the date of **[INSERT DATE]**, [●], to design and build the Los Angeles Convention Center Expansion and Modernization Project (the "**Agreement**"); and

WHEREAS, we **[INSERT DESIGN-BUILD CONTRACTOR NAME**], an entity duly authorized to do business in the State of California (the "**State**") and having its principal place of business at **[INSERT STREET ADDRESS, CITY, STATE, ZIP AND PHONE #)**] (the "**Principal**" or "**Contractor**"), have entered into a contract (the "**Contract**") with Developer bearing the date of **[INSERT DATE]** related to the performance of design and construction work for the Los Angeles Convention Center Expansion and Modernization Project; and

WHEREAS, it was one of the conditions of the Contract and the Agreement that these presents shall be executed;

NOW, THEREFORE, the Principal and **[INSERT SURETY NAME]** (the "**Surety**") (or the "**Co-Sureties**"), duly authorized to do business in the State, having its principal place of business at **[INSERT HOME OFFICE ADDRESS]** are held and firmly bound unto Developer and the Additional Obligee (Developer and the Additional Obligee are collectively referred to herein as the "**Obligees**"), subject to the attached and concurrently executed Multiple Obligee Rider, in the full and just sum of **[INSERT BOND AMOUNT]** lawful money of the United States of America **(US$____)**, to whom payment well and truly will be made, and we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

The conditions of this obligation are such that if Principal shall faithfully, promptly, efficiently and fully perform in accordance with the obligations of the Contract and shall indemnify and save harmless Developer from all cost and damage by reason of Principal's failure to do so, then this obligation shall be void; otherwise, it shall remain in full force and effect. This Bond specifically guarantees the performance and payment of each and every undertaking, covenant, term, condition, agreement and obligation of Principal under the Contract, including any and all alterations, modifications, amendments and supplements thereto, including but not limited to its liability for payment in full of all liquidated damages and other damages, charges and liabilities as specified in the Contract, and including warranty obligations under the Contract.

The Surety's obligations under this bond shall arise after either:

(a) Developer declares a default of the Principal under the Contract and notifies the Surety in writing; or

(b) Owner declares a default of Developer under the Agreement as the result of a default by Principal under the Contract and notifies Developer, with a copy to the Surety.

Developer may, but is not obligated to, provide notice to Principal, with a copy to Owner and the Surety, that Developer is considering declaring a default under the Contract. Owner may, but is not obligated to, provide notice to Developer, with a copy to Principal and the Surety, that it is considering declaring a default of Developer under the Agreement as the result of a default of the Principal under the Contract. If the notice from Developer requests a conference among Developer, Principal, Owner and the Surety to discuss Principal's performance or payment, or if the notice from Owner requests a conference among Developer, Principal, Owner and the Surety to discuss Developer's performance or payment, or if the notice does not request a conference but the Surety, within five business days after receipt of the relevant notice, delivers written notice to Developer, Principal and Owner requesting such a conference, then Developer, Principal, Owner and the Surety shall hold the conference within ten business days after the relevant notice requesting the conference is delivered. Failure on the part of Developer or Owner to comply with the notice requirement under this paragraph shall not constitute a failure to comply with a condition precedent to the Surety's obligations or release the Surety from its obligations.

Should the condition set forth in clause (a) or (b) above be satisfied, the Surety (or Co-Sureties) shall pay Developer (or any one or more of the Obligees (subject to the attached and concurrently executed Multiple Obligee Rider)) all costs assessed against the Principal because of the default which were not withheld from Contract proceeds, and upon an Obligee's demand, the Surety (or Co-Sureties) shall (i) take over performance and payment of the Contract obligations; provided, however, that in the event the Surety elects to take over performance of the Contract obligations, the Surety (or Co-Sureties) may not select the Principal or any affiliate of the Principal to perform the Contract obligations for and on behalf of the Surety (or Co-Sureties) without the express written consent of the Obligees in their sole discretion; (ii) waive the right to take over performance of the Contract obligations and tender payment of an amount necessary to compensate the Obligees for all costs assessed against and amount owing from Principal because of its breach of the Contract, up to the full penal sum of this bond; or (iii) obtain bids or negotiated proposals from qualified contractors acceptable to the Developer and Owner for a contract for performance of the Contract obligations, arrange for a contract to be prepared for execution by the Developer and a contractor selected with the Developer's and Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract. If Surety does not timely deliver its written notice, it shall be deemed to have denied liability in whole.

The Surety (or Co-Sureties) liability under this bond, if any, shall be up to the full penal sum hereof, regardless of any modifications (of whatever amount) to the Contract amount, provided that the Surety's (or Co-Sureties') obligations under this bond shall not be greater than those of Principal under the Contract except where those of the Principal are less due to (a) failure of consideration, lack of authority of the Principal and any other defense to formation of the Contract, or (b) the effect of any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors.

No alteration, modification or supplement to the Contract or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety (or Co-Sureties) under this bond. Surety hereby waives notice of any such alteration, modification or supplement, including changes in time, to the Contract.

Correspondence, notices or claims relating to this bond should be sent to the following Surety's authorized representative and address:

_____
_____
_____

If there are Co-Sureties, the Co-Sureties agree to empower the above authorized representative with the authority to act on behalf of all of the Co-Sureties with respect to this bond, so that the Obligees will have no obligation to deal with multiple sureties hereunder. The above authorized representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Obligees designating a single new authorized representative, signed by all of the Co-Sureties.

If any provision of this bond is found to be unenforceable as a matter of law, all other provisions shall remain in full force and effect.

This bond shall be governed by and construed in accordance with the laws of the State of California, without regard for conflict of laws principles, and any action seeking enforcement of the bond will be litigated exclusively in the courts of the State of California.

WITNESS the signature of the Principal and the signature of the Surety by _____ its _____ (Agent or Attorney-in-Fact) with the seals of said Principal and Surety (or co-Sureties) hereunto affixed this _____ day of _____, _____.

Complete the following as appropriate

_____
Principal (Entity Name)*

Authorized Signature: _____

*Signature: _____

Printed Name: _____

* _____

Title: _____

(Seal)

*Include the signature and printed name of each partner required to be affixed per partnership agreement.

Principal shall record this bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work.

Organized and existing under the laws of the State of _____ and authorized to do business in the State of California, pursuant to the laws of the State of California.

Countersigned: _____ California Licensed Insurance Agent Print information below (California Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role): Name: _____ Business Address: _____ Telephone: _____	_____ Surety Company Name (Print) (Seal) By: _____ California Licensed Insurance Agent or Attorney-in-Fact (Surety) ☐ Above Signatory is also a California Licensed Insurance Agent (check if applicable and complete business name, address and telephone number block; if not, have such an agent countersign and complete block). NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.

[If more than one Surety, then add appropriate number of lines to signature block]

Send "Notices to City of Los Angeles" to:

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____

County of _____

On this ___ day of _____ in the year of _____ before me, a notary public in and for the county and state aforesaid, personally appeared _____ _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal:

_____ (SEAL) _____

Signature of Notary Public

EXHIBIT 6D

FORM OF MULTIPLE OBLIGEE RIDER

(Payment Bond)

MULTIPLE OBLIGEE RIDER

This Rider is executed concurrently with and shall be attached to and form a part of Payment Bond _____(hereinafter referred to as the "**Payment Bond**").

WHEREAS, on or about the _____ day of _____, 20____, _____**[INSERT DESIGN-BUILD CONTRACTOR NAME]**, (hereinafter called the "**Principal**"), entered into a written agreement bearing the date of _____, 20__ (hereinafter called the "**Contract**") with _____**[INSERT DEVELOPER NAME]**, (hereinafter called the "**Primary Obligee**") for the performance of design and construction work for the Los Angeles Convention Center Expansion and Modernization Project; and

WHEREAS, the Primary Obligee requires that Principal provide a payment bond and that the City of Los Angeles ("**Additional Obligee**") be named as additional obligee under the payment bond; and

WHEREAS, Principal and the Surety (or Co-Sureties) identified below have agreed to execute and deliver this Rider concurrently with the issuance of the Payment Bond, upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

1. The Additional Obligee is hereby added to the Payment Bond as named obligee.

2. The aggregate liability of the Surety (or Co-Sureties) to the Primary Obligee and the Additional Obligee is limited to the penal sum of the Payment Bond.

3. The Additional Obligee's rights under the Payment Bond are subject to the same defenses that the Principal and/or the Surety (or Co-Sureties) have against the Primary Obligee.

4. In the event of a conflict between the Payment Bond and this Rider, this Rider shall govern and control.

5. All references to the Payment Bond, either in the Payment Bond or in this Rider, shall include and refer to the Payment Bond as supplemented and amended by this Rider. Except as herein modified, the Payment Bond shall be and remains in full force and effect.

Signed, sealed and dated this _____ day of _____, 20__.

Attest:

(SEAL)

_____
Secretary

_____
(Name of Principal

By: _____
Title: _____

Attest:

(SEAL)

_____
Signature
Bonding Agent's Name:_____

Agent's Address:_____

_____
(Surety / Co-Surety)

By:_____
Title:_____

_____
(Business Address of Surety / Co-Surety)

Attest:

(SEAL)

_____
Signature
Bonding Agent's Name:_____

Agent's Address:_____

_____
(Co-Surety)

By:_____
Title:_____

_____
(Business Address of Co-Surety)

Attest:

(SEAL)

_____
Signature
Bonding Agent's Name:_____

Agent's Address:_____

_____
(Co-Surety)

By:_____
Title:_____

_____
(Business Address of Co-Surety)

Attest:

(SEAL)

_____
(Co-Surety)

_____
Signature
Bonding Agent's Name:_____

Agent's Address:_____

By:_____
Title:_____

_____
_____
(Business Address of Co-Surety)

[Note: Add lines to signature block if needed, and strike signature lines not used.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished.]

EXHIBIT 6E

FORM OF MULTIPLE OBLIGEE RIDER

(Performance Bond)

MULTIPLE OBLIGEE RIDER

This Rider is executed concurrently with and shall be attached to and form a part of Performance Bond _____(hereinafter referred to as the "**Performance Bond**").

WHEREAS, on or about the _____ day of _____, 20____, _____**[INSERT DESIGN-BUILD CONTRACTOR NAME]**, (hereinafter called the "**Principal**"), entered into a written agreement bearing the date of _____, 20__ (hereinafter called the "**Contract**") with _____**[INSERT DEVELOPER NAME]**, (hereinafter called the "**Primary Obligee**") for the performance of design and construction work for the Los Angeles Convention Center Expansion and Modernization Project; and

WHEREAS, the Primary Obligee requires that Principal provide a performance bond and that the City of Los Angeles ("**Additional Obligee**") be named as additional obligee under the performance bond; and

WHEREAS, Principal and the Surety (or Co-Sureties) identified below have agreed to execute and deliver this Rider concurrently with the issuance of the Performance Bond, upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

1. The Additional Obligee is hereby added to the Performance Bond as named obligee(s).

2. The Surety (or Co-Sureties) shall not be liable under the Performance Bond to either the Primary Obligee or the Additional Obligee unless the Primary Obligee or the Additional Obligee (a) shall make payments to the Principal (or if the Surety (or Co-Sureties) arrange for completion of the Contract, to the Surety (or Co-Sureties)) in accordance with the terms and conditions of the Contract as to payments and (b) shall perform all other obligations to be performed by the Primary Obligee under the Contract in all material respects at the time and in the manner therein set forth such that no material default by the Primary Obligee that entitles the Principal to suspend performance or terminate under the terms and conditions of the Contract shall have occurred and be continuing beyond the available cure period under the Contract.

3. The aggregate liability of the Surety (or Co-Sureties) under the Performance Bond, to any or all of the obligees, as their interests may appear, is limited to the penal sum of the Performance Bond.

4. The Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety (or Co-Sureties) have against the Primary Obligee. The total liability of the Surety (or Co-Sureties) under the Performance Bond shall in no event exceed the total liability of the Principal under the Contract except where the total liability of the Principal is less due to (a) failure of consideration, lack of authority of the Principal or any other defense to formation of the Contract, or (b) the effect of any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors.

5. The Surety (or Co-Sureties) may, at their option, make any payments under the Performance Bond by check issued jointly to all of the Obligees.

6. In the event of a conflict between the Performance Bond and this Rider, this Rider shall govern and control.

7. All references to the Performance Bond, either in the Performance Bond or in this Rider, shall include and refer to the Performance Bond as supplemented and amended by this Rider. Except as herein modified, the Performance Bond shall be and remains in full force and effect.

Signed, sealed and dated this _____ day of _____, 20_.

Attest: (SEAL) _____ Secretary	_____ (Name of Principal) By: _____ Title: _____
Attest: (SEAL) _____ Signature Bonding Agent's Name:_____ Agent's Address:_____	_____ (Surety / Co-Surety) By:_____ Title:_____ _____ (Business Address of Surety / Co-Surety)

Attest:

_____
(Co-Surety)

(SEAL)

_____
Signature
Bonding Agent's Name:_____

By:_____
Title:_____

Agent's Address:_____

_____
_____
(Business Address of Co-Surety)

Attest:

_____
(Co-Surety)

(SEAL)

_____
Signature
Bonding Agent's Name:_____

By:_____
Title:_____

Agent's Address:_____

_____
_____
(Business Address of Co-Surety)

Attest:

_____
(Co-Surety)

(SEAL)

_____
Signature
Bonding Agent's Name:_____

By:_____
Title:_____

Agent's Address:_____

_____
_____
(Business Address of Co-Surety)

[Note: Add lines to signature block if needed, and strike signature lines not used.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished.]

EXHIBIT 7

INSURANCE REQUIREMENTS

Developer shall cause Design-Build Contractor to obtain and keep in force, or cause to be obtained and kept in force, the policies of insurance required under and in accordance with the terms of this Exhibit 7 ("**Insurance Policies**"). Each policy shall be obtained and be effective prior to the performance of any Work or commencement of any activity intended to be insured by each policy; the Insurance Policy set forth in Section 1 below is not required to be obtained and effective on the Effective Date but rather as a condition of issuance of NTP 2. Each policy shall contain, or be endorsed to contain, a provision that coverage cannot be canceled, voided, suspended, lapsed or modified or reduced in coverage except after 30 days' (or for non-payment of premium, 10 days') prior written notice has been given to Owner.

1. Builder's Risk. A builder's risk (course of construction) insurance policy covering all real and personal property at the Site, during testing and commissioning, while in transit and at any temporary off-site location, including (i) all materials, supplies, machinery, fixtures and equipment intended to become a permanent part of the Project or for permanent use in the Project or incidental to the construction; foundations, including pilings, but excluding normal settling, shrinkage, or expansion, and (ii) all temporary structures at the Sites that are to be used in or incidental to the fabrication, erection, testing, or completion of the Project to the extent the cost thereof is included in the Work, while on or about the Site awaiting or during construction. The builder's risk policy:

   (a) shall be obtained prior to the start of construction and maintained until Final Completion;

   (b) shall be in an amount not less than the completed value of the Project or other such amount as may be agreed upon by Developer and Owner;

   (c) shall be written on an "all risk" replacement cost basis with no coinsurance clauses or penalties;

   (d) during any period of exposure to loss of property in transit, shall cover transit, including ocean marine (unless insured by the Supplier or through a separate marine cargo policy);

   (e) shall cover physical damage arising because of faulty workmanship or materials;

   (f) shall cover ensuing loss from design error not otherwise excluded (*i.e.*, Cost of Making Good) (LEG 3);

   (g) shall cover water damage and flood (including the overflow of inland or tidal waters, the unusual accumulation or runoff of surface waters from any source, or mudslides or mudflows which are caused by flooding) with a sublimit of no less than $100,000,000 but excluding water damage and flood resulting from seismic earthquake events, including tsunami or other accumulation of water resulting from a seismic event;

(h) shall cover physical damage resulting from machinery accidents but excluding normal and natural wear and tear, corrosion, erosion, inherent vice or latent defect in the machinery;

(i) shall cover demolition and debris removal coverage, with a sublimit of 20% of the loss or no less than $50,000,000 insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project;

(j) shall cover increased cost for repair, rebuilding or reconstruction of damaged property due to enforcement of any law or ordinance with a sublimit of no less than $50,000,000, including professional fees with a sublimit of no less than $5,000,000;

(k) shall include civil authority ingress and egress;

(l) shall cover plans, blueprints and specifications;

(m) shall cover full collapse, including collapse resulting from design error;

(n) shall not be required to cover damage resulting from an Earthquake;

(o) shall include Owner as an additional insured and Developer and Contractors as named insureds;

(p) shall not include "as their interests may appear" language pertaining to insureds;

(q) shall include a blanket waiver of subrogation as required by contract; and

(r) may include deductibles, but such deductible shall not exceed $1,000,000 per occurrence.

2. Project-Specific Professional Liability Insurance. Project-specific professional liability errors and omissions insurance, in one or more policies, at Developer's discretion, which shall:

(a) cover claims for liability for providing professional services by the Design-Build Contractor;

(b) cover claims for liability for providing professional services by any Contractor;

(c) be in an amount not less than $50,000,000 per claim and in the aggregate;

(d) have a deductible or self-insured retention no greater than $1,000,000 unless approved by Owner;

(e) cover the performance of Design Work in connection with the Project and shall be fully retroactive to the first date any such Design Work was performed, with no

exclusion for prior acts applying to any pre-award professional services provided by any insured; and

(f) be renewed to be continuous for a period of not less than 10 years after the Effective Date or include an extended reporting period of not less than 10 years after the Effective Date.

The professional liability insurance requirements under this Section 2 can be met by any combination of project-specific professional liability and contractor protective professional indemnity policies as long as (a) total project limits equal or exceed $50,000,000 per claim and in the aggregate (b) and Owner is an indemnified party for vicarious liability under the policy or policies, subject to Owner's reasonable approval of the specific forms.

3. Commercial General Liability. A commercial general liability insurance policy, written on an occurrence basis and covering liabilities arising out of the construction of the Project. Coverage shall be at least as broad as the broadest available version of Insurance Services Office form CG 00 01. This insurance policy shall:

(a) have a limit for any one occurrence or claim of not less than $10,000,000 per occurrence and a $50,000,000 annual general aggregate and completed operations aggregate, applicable solely to the construction of the Project;

(b) have no "contractor's limitation" endorsements, as that term is defined, as of the date of the Agreement, in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute, that have not been reviewed and approved by Owner. There shall be no endorsement or modification of the commercial general liability insurance policy limiting the scope of coverage for liability assumed under an insured contract;

(c) have no exclusion for professional services except the latest ISO form CG 22 79 or CG 22 80 or both;

(d) include products and completed operations liability coverage for a period of not less than 10 years following the Final Completion Date or the applicable statute of repose, whichever is shorter; and

(e) be maintained throughout the term of the Agreement until the Final Completion Date or the Termination Date, whichever occurs earlier.

The City, California Department of Transportation and their employees, officers, and officials shall be added to the primary policy as additional insureds using Insurance Services Office forms CG 20 10 10 01 and CG 20 37 10 01 or, in Owner's sole discretion, forms providing the same scope of coverage, including coverage for completed operations. The policy shall provide for separation of insureds. The policy shall not contain a named insured vs. named insured exclusion. Developer shall require its Contractors to have these additional insureds included as insureds in the same manner as specified for Developer in this Section 3, and shall prohibit use of any endorsement forms that require, to effect additional insured status, the execution or existence of any contract directly between such Contractors and any of the additional insureds.

4. Commercial Excess Liability. A policy or policies of commercial umbrella/excess liability insurance covering bodily injury, property damage, personal injury and advertising injury with an annual limit of not less than $50,000,000 per occurrence and general aggregate applying exclusively to the Project. There shall also be a project-specific products and completed operations aggregate of not less than $50,000,000. Coverage may be arranged in any combination or structure so that total required limits of liability are met, including use of a project-specific policy or a designated project-general aggregate limit endorsement under a corporate program of insurance using ISO form CG 25 03 of equivalent. Coverage must apply as excess over the commercial general liability insurance as required in Section 3 (Commercial General Liability), and may apply as excess over commercial automobile liability insurance and employer's liability insurance. Umbrella/excess liability policies shall follow form to all underlying policies, including coverage in the excess liability policies for insureds covered under the primary policies. Exclusions are prohibited for work within 50 feet of a railroad.

5. Commercial Automobile Liability. Commercial automobile liability insurance with limits of liability of not less than $25,000,000 combined single limit for Developer and Key Contractors, which can be provided through a combination of primary and excess coverage. Coverage shall be at least as broad coverage provided in Insurance Services Office form CA 00 01. The insurance must cover "any auto" ("**Symbol 1**"). If Developer or any Contractor's activities involve transportation of materials (including Hazardous Materials) that require endorsement MCS 90 (as described below), the automobile liability insurance policy for Developer or such Contractor shall be endorsed to include for private, non-commercial vehicles Motor Carrier Act Endorsement – Hazardous Materials Clean up (MCS-90) and shall be endorsed to provide coverage for liability arising from release of pollutants (CA 99 48 – Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Form).

6. Worker's Compensation and Employer's Liability. Worker's compensation and employer's liability insurance for Developer and Contractors as required by applicable Law, and employer's liability insurance having coverage limits of $1,000,000 for each accident, $1,000,000 for disease (each employee), and $1,000,000 for disease (policy limit). Policies shall contain a voluntary compensation endorsement; an alternative employer endorsement; and on an "if any" basis, endorsements providing coverage for all states, U.S. Longshore and Harbor Workers' Act, Jones Act and Federal Employer's Liabilities Act.

7. Contractor's Pollution Liability. Contractor's pollution liability insurance written on an occurrence form with a limit for any one occurrence or claim of not less than $25,000,000 and a policy limit of $25,000,000. The policy shall cover sums that the insured becomes legally obligated to pay to a third party or for the investigation, removal, remediation (including associated monitoring) or disposal of soil, surface water, groundwater or other contamination (including coverage for non-owned disposal sites) to the extent required by environmental laws (together "**clean-up costs**") caused by pollution conditions resulting from covered operations, subject to the policy terms and conditions, including bodily injury, property damage (including natural resource damages), clean-up costs, and legal defense costs. Such policy shall cover claims related to pollution conditions to the extent such are caused (a) by the performance of Work, (b) by transportation, including loading and unloading, by owned and non-owned vehicles and/or (c) by other activities performed by

or on behalf of Developer that occur on the Project. The policy shall have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The policy shall contain a severability provision.

EXHIBIT 8

OWNER-PROVIDED APPROVAL

1. CEQA Approval

EXHIBIT 9

OWNER CHANGE PROCEDURES AND DIRECTIVE LETTERS

1. Owner Change Procedures

The provisions of this Section 1 shall apply with respect to any Owner Change.

1.1 Owner Request for Change Proposal

If Owner desires to initiate or evaluate whether to initiate an Owner Change, then Owner may issue a Request for Change Proposal. The Request for Change Proposal shall state the nature, extent and details of the contemplated Owner Change. No Request for Change Proposal shall constitute authorization to proceed with the prospective Owner Change (unless Owner issues a Directive Letter therefor) or justification for any Delay or extension of the Contract Deadlines.

1.2 Response to Request for Change Proposal

1.2.1 As soon as possible, and in any event, within 14 days following Owner's delivery to Developer of a Request for Change Proposal, Developer shall provide Owner with a change proposal ("**Change Proposal**") prepared in accordance with this Section 1.2. The obligation of Developer to provide a Change Proposal is not Extra Work and shall not entitle Developer to any additional compensation, time extension or other relief. Developer shall have no right to a time extension, additional compensation or other relief if it delays in issuing a Change Proposal and such delay causes Delay to the Substantial Completion Date.

1.2.2 Each Change Proposal shall be in a form approved by Owner and shall include:

(a) a detailed description of the impact of the contemplated Owner Change on the Work;

(b) if the Request for Change Proposal is issued before the Substantial Completion Date, a detailed description of any proposed adjustments to the Project Schedule, including to any Contract Deadline, required as a result of any delay that would be caused by the implementation of the contemplated Owner Change;

(c) where adjustments to any Contract Deadline are proposed:

(i) a Time Impact Analysis that identifies Critical Path impacts (with activity numbers, durations, predecessor and successor activities, resources, costs and reasons why Float is not available) on the Contract Deadlines and complies with the requirements of Section 13.4.1(e);

(ii) an assessment of the feasibility of accelerating the Work to meet the original deadline or to reduce the total delay period; and

(iii) if acceleration is feasible, an estimate of the cost to accelerate as well as information regarding the Compensation Amount, if any, payable by Owner if the schedule is not accelerated;

(d) a detailed, itemized estimate of any Compensation Amount claimed; any Incremental Costs claimed shall be broken down into the Incremental Costs categories identified in Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms);

(e) an estimate of the cost savings, if any, resulting from the contemplated Owner Change, including reductions in direct labor, material and equipment, site overhead and home office overhead, operations and maintenance, and financing costs;

(f) where relief from obligations under the Contract Documents is sought, the effect of the contemplated Owner Change on Developer's ability to perform any of its obligations under the Contract Documents that if not performed would result in the occurrence of a Developer Default, in each case including details of the relevant obligations, the effect on each such obligation, the likely duration of that effect and the specific relief sought;

(g) a description of any additional consents or approvals required, including amendments, if any, of any Governmental Approvals required to implement the contemplated Owner Change;

(h) a detailed description of the steps Developer will take to implement the contemplated Owner Change, including measures that Developer will take to mitigate the costs, delay and other consequences of the contemplated Owner Change; and

(i) any other relevant information related to the contemplated Owner Change.

1.3 Negotiation of Change Order

1.3.1 The terms and pricing of Developer's Change Proposal shall be firm for a period not less than 30 days from the date of Owner's receipt. Following Owner's receipt of Developer's Change Proposal and Owner's further assessment of the cost, schedule and other impacts of the contemplated Owner Change, Owner and Developer, giving due consideration to such assessments and based on the entitlements for Owner Changes set forth in Article 14 (Compensation and Other Relief for Relief Events) and Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms) or any net cost and/or schedule savings, shall engage in good faith negotiations to reach agreement on the terms of a Change Order, including any Compensation Amount, adjustment of the Contract Deadlines or other relief to which Developer is entitled or any net cost savings and schedule savings to which Owner is entitled.

1.3.2 Owner may, by written notice, modify or abandon a contemplated Owner Change at any time prior to the Parties reaching an agreement on the Change Order, provided that Owner may not abandon this process where the Agreement requires Owner to provide Developer relief through, or otherwise to proceed with, an Owner Change. Developer will, as soon as practicable

but in no event more than 10 Business Days after receipt of a modification, notify Owner of any subsequent changes to the Change Proposal.

1.3.3 An Owner Change will become effective upon mutual execution of a written change order (a "**Change Order**"). The Change Order shall be in a form provided by Owner, and shall specify, as applicable, the timing and method for payment of any Compensation Amount or for realizing any net savings in the cost of the Work.

1.3.4 The following provision shall be incorporated, in writing, in all Change Orders (whether for an Owner Change or any other Relief Event). If the Parties neglect to incorporate such provision into a Change Order, it nevertheless shall be conclusively deemed incorporated unless the Change Order expressly provides otherwise:

> *"By signing this Change Order, Developer acknowledges and agrees on behalf of itself, all Contractors and all Suppliers, that,* except as otherwise expressly provided herein*:*
>
> *(a) The compensation (time and cost) set forth in this Change Order comprises the total compensation due Developer, all Contractors, and all Suppliers, for the Work or change set forth in this Change Order, including impacts on unchanged Work;*
>
> *(b) The compensation (time and cost) set forth in this Change Order includes payment for all Work contained in this Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other Work under the Contract Documents;*
>
> *(c) The compensation (time and cost) set forth in this Change Order constitutes the total equitable adjustment owed Developer, all Contractors and all Suppliers as a result of the subject Owner Change;*
>
> *(d) This Change Order constitutes full mutual accord and satisfaction for the Owner Change; and*
>
> *(e) Developer, on behalf of itself, all Contractors and all Suppliers, hereby waives all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order or the subject Owner Change, including any claim for foreseeable or unforeseeable costs, time or other impacts on the remainder of the Work that arise out of or result from this Change Order or the subject Owner Change."*

1.4 Disagreement on Change Proposal

If the Parties do not agree on a Change Proposal, then Owner may seek to resolve any points of disagreement through the Dispute Resolution Procedures without issuing a Directive Letter, or Owner may issue a Directive Letter.

2. Directive Letters

2.1 Owner may, at any time, in its sole discretion, issue a directive letter to Developer regarding any matter for which a Change Order can be issued or in the event of any Dispute regarding the scope of the Work or whether Developer has performed the Work in accordance with the requirements of the Contract Documents (a "**Directive Letter**"). The Directive Letter will state that it is issued under this Section 2, will describe the Work to be performed and will state the basis for determining compensation, if any, and schedule adjustment, if any. The Directive Letter will either: (a) direct Developer to implement an Owner Change; or (b) state that disputed Work is within Developer's original scope of Work or is necessary to comply with the requirements of the Contract Documents.

2.2 Except as Owner may specify otherwise in the Directive Letter, Developer shall promptly proceed with diligently performing the Work described in the Directive Letter, regardless of whether issued under Section 2.1(a) or 2.1(b) of this Exhibit 9.

2.3 If the Directive Letter does not state that the Work constitutes an Owner Change, Developer shall proceed with the Work as directed but may assert a Claim that an Owner Change has occurred under the procedures in Article 13 (Relief Event Claims Process) of the Agreement.

2.4 If the Directive Letter states that it is for implementing an Owner Change, it will constitute a unilateral Change Order for administrative purposes and Owner will pay for the Work directed under the Directive Letter on a time and materials or unit price basis pursuant to Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms), but without Markup for Developer or Contractors pending agreement on the Owner Change or resolution of any Claim regarding the Owner Change under the Dispute Resolution Procedures.

2.5 If the Directive Letter states that it is to implement an Owner Change and was not preceded by a Change Proposal, Developer shall, within 14 days after the issuance of the Directive Letter, deliver to Owner a Change Proposal in accordance with Section 1.2 (Response to Request for Change Proposal) of this Exhibit 9, and the Parties shall subsequently follow the procedures and provisions set forth in Section 1.3 (Negotiation of Change Order) of this Exhibit 9.

2.6 If the Directive Letter states that it is to implement an Owner Change or Developer intends to assert a Claim under Section 2.3 of this Exhibit 9, Developer shall maintain daily records for such Work in accordance with Article 13 (Relief Event Claims Process) of the Agreement, pending resolution of the Dispute or execution of a Change Order.

2.7 The fact that a Directive Letter was issued by Owner shall not be considered evidence that an Owner Change has occurred. The determination whether an Owner Change has occurred shall be based on an analysis of the original requirements of the Contract Documents and a determination as to whether the Directive Letter in fact constituted a change in those requirements.

2.8 Owner shall be entitled to withdraw a Directive Letter at any time, provided that such withdrawal shall not be effective as to Work Developer completed under that Directive Letter prior to the withdrawal.

EXHIBIT 10

CITY'S GENERAL CONDITIONS

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SECTION 200
SCOPE

The work includes furnishing all tools, equipment, materials, supplies and manufactured articles, all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, work, required calculations testing, inspections or operations, or operations required for the fulfillment of the Contract Documents, in strict accordance with them. The work shall be complete and all material, services, incidentals, quality of performance, or other conditions, whether or not specifically called for in the Contract Documents, which may be necessary to completely and properly carry out the Agreement in good faith and a satisfactory manner shall be performed, furnished, and installed by the Developer at no increase in cost to Owner.

SECTION 201
AUTHORITY OF THE BOARD AND OWNER'S AUTHORIZED REPRESENTATIVE

201.1.1. The Board has the final authority in all matters affecting the Work. Developer shall promptly comply, and shall cause all Contractors to comply, with instructions from Owner's Authorized Representative, subject to the right to seek review or dispute resolution as provided in Section 600 (Claims and Protests).

201.1.2. This Section shall be read consistently and without limiting Section 23.6 (Designation of Representatives; Cooperation with Representatives) of the Agreement. Owner's Authorized Representative is authorized to require performance of the Work consistent with the Contract Documents, including any Work that has been added, deleted, or revised consistent with Change Orders or Directive Letters.

201.1.3. Owner's Authorized Representative is authorized to sample and test all materials to be incorporated into the Work. Owner's Authorized Representative may delegate this authority to sample materials and perform tests to the Department of General Services, Standards Division or other approved agencies.

SECTION 202
INTENT OF CONTRACT DOCUMENTS

202.1.1. Contract Documents

(a) The Contract Documents are as described in Section 1.2 (Contract Documents; Rules to Reconcile Conflicting Provisions) of the Agreement. Refer to Section 23.14 (Entire Agreement) of the Agreement for provisions concerning entire and integrated agreement.

(b) The intent of the Contract Documents is to include all Work consistent therewith and reasonably inferable therefrom as being necessary for completion of the Work. Materials or Work described in words that indicate the proper execution and a well-known technical or trade designation shall be held to refer to such recognized standards.

SECTION 203
NOT USED

SECTION 204
PLANS AND SPECIFICATIONS

Not Used.

SECTION 205
PRECEDENCE OF CONTRACT DOCUMENTS

Refer to Section 1.2 (Contract Documents; Rules to Reconcile Conflicting Provisions) of the Agreement for provisions concerning the precedence of the Contract Documents.

SECTION 206
ACCURACY OF PLANS AND SPECIFICATIONS

Not Used.

SECTION 207
EXAMINATION OF COVERED WORK

Refer to Article 14 (Compensation and Other Relief for Relief Events) of the Agreement shall apply with respect to inspection or testing of Project that are or will be covered. Other sections of the Technical Requirements may include additional requirements concerning the examination of covered work

SECTION 208
UNNOTICED DEFECTS

Refer to Section 7.11 (Nonconforming Work) of the Agreement for provisions concerning Nonconforming Work.

SECTION 209
CODES AND REGULATIONS

The Contractor shall perform the Work in accordance with all applicable regulations, laws, and ordinances, even though such requirements may not be specifically mentioned in the Contract Documents.

If Developer believes that any part of the Contract Documents does not comply with applicable Laws, Developer shall promptly notify Owner's Authorized Representative in writing.

SECTION 210
LENGTH OF WORKDAY AND WORK WEEK

210.1.1. Refer to Sections 1.2 (Prevailing Wages) and 1.3 (Hours of Work/Overtime Requirements) of Exhibit 16B (State Requirements) of the Agreement regarding prevailing wages and hours of work/overtime requirements.

210.1.2. Refer to Sections 1.2 (Prevailing Wages) and 1.3 (Hours of Work/Overtime Requirements) of Exhibit 16B (State Requirements) of the Agreement regarding prevailing wages and hours of work/overtime requirements.

210.1.3. Unless noted elsewhere in the Contract Documents or approved in advance in writing by the relevant AHJ or by Owner as part of acceleration to mitigate Relief Event Delay, for Construction Work or impacts of Construction Work that may be subject to City ordinance, a working day shall be Monday through Saturday. For Construction Work or impacts of Construction Work that may be subject to City ordinance and that is being performed on Monday through Friday, working hours shall be between 7:00 a.m. and 9:00 p.m.; and if such work is performed on Saturday, working hours shall be between 8:00 a.m. and 6:00 p.m.

SECTION 211
PAYMENT OF EMPLOYEES

Refer to Section 9.11 (Labor Standards) of the Agreement and Section 1.2 (Prevailing Wages) and Section 1.3 (Hours of Work/Overtime Requirements) of Exhibit 16B (State Requirements) of the Agreement for provisions concerning payment of prevailing wages.

SECTION 212
CONVICT-MADE MATERIALS

Unless otherwise noted, no materials manufactured or produced in a penal or correctional institution shall be incorporated in the Project.

SECTION 213
SALES OR USE TAX / EXEMPTION FROM FEDERAL EXCISE TAX

Purchases of materials and equipment which will be incorporated or installed permanently in the Work, or which will be used in the operations of Developer or Contractors and not incorporated in the Work, are not exempt from Los Angeles and State sales or use taxes as applicable.

Purchases of materials and equipment which will be incorporated or installed permanently in the Work are exempt from federal excise tax in effect at the time of purchase, as applicable. Prices included in the Agreement amount shall reflect such exemptions. A Federal Tax Exemption Certificate will be furnished by City, on request, as acknowledgment that materials and equipment for which exemption is requested by Developer, is valid where provided for the exclusive use of City. Lists of exempt articles provided by Developer and Contractors shall be submitted to City by Developer. Purchases of materials and equipment which will be used in the operations of Developer or Contractors and not incorporated in the Work are not exempt from federal excise tax.

SECTION 214
NONDISCRIMINATION IN EMPLOYMENT

Developer shall comply, and shall cause all Contractors to comply, with all of the provisions of the Los Angeles Administrative Code, Mandatory Provision Pertaining to Nondiscrimination in Employment.

Developer shall retain, and shall cause all Contractors to submit to Developer, Monthly Ethnic Composition of Work Force Reports indicating the number of employees in the various work categories and ethnic groups and gender on forms furnished by City.

Nondiscrimination Clause: "The Contractor shall not discriminate during the performance of this Contract against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation or physical handicap." Developer shall ensure the same Nondiscrimination Clause is included in all Contracts.

If conflicts exist between these provisions and the Federal rules and regulations governing the same, the more stringent requirements shall prevail.

SECTION 215
APPRENTICE UTILIZATION

Any Contract awarded under the Agreement will require all Contractors to comply with the provisions of the California Labor Code relating to apprentice employment and training; and will require Developer and Design-Build Contractor to jointly and severally assume full responsibility for compliance with said section with respect to all apprenticing occupations involved in the Project.

SECTION 216
LAWS AND REGULATIONS

Refer to Section 6.4 (Applicable Laws) of the Agreement.

If any discrepancy or inconsistency should be discovered in the Agreement in relation to any applicable Law, Developer shall report, and shall cause all Contractors to report, the same in writing to Owner's Authorized Representative.

Any particular Law specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of Developer to comply with all other provisions of federal, State, and local Laws.

SECTION 217
PERMITS AND CONSTRUCTION EASEMENTS

Refer to Section 2.2 (Right of Entry) of the Agreement for provisions regarding right of entry.

Refer to Section 6.3 (Governmental Approvals) of the Agreement for provisions concerning permits for the Project.

Refer to Section 7.5.3 (Temporary Interests in Property) of the Agreement for provisions concerning acquiring facilities temporarily required which are necessary in addition to those provided by Owner.

SECTION 218
PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NON PROCUREMENT PROGRAMS

A list of individuals, firms and organizations which have been debarred, suspended or have voluntarily excluded themselves from Federal Procurement and Non Procurement Program is

maintained by US General Services Administration. A copy can be obtained from Superintendent of Documents, US Government Printing Office, Washington, DC 20402, Tel: (202) 783-3238.

Owner will not conduct business with an individual, firm or organization, and Developer shall not employ or otherwise utilize any Contract, Supplier or equipment vendor at any tier which is on the U.S. General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs." Developer shall not utilize or otherwise employ any Contractors or Suppliers on the list of nonresponsible bidders maintained by City Bureau of Contract Administration.

SECTION 219
BUSINESS TAX REGISTRATION CERTIFICATES

219.1.1. Developer represents that, as of the Effective Date, it has the Business Tax Registration Certificate(s) required by the Los Angeles City Business Tax Ordinance. Developer shall maintain, or obtain as necessary, all such certificates required of it under said ordinance and shall not cause or allow any such certificate to be revoked or suspended.

219.1.2. Owner requires all firms that have business activity within City of Los Angeles to pay City business taxes.

219.1.3. Payments for goods or services will be withheld unless proof of tax compliance is provided to Owner. All firms and individuals that do business with Owner will be required to provide a Business Tax Registration Certificate number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services.

219.1.4. The Tax and Permit Division of City Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements.

SECTION 220
CONSTRUCTION AND DEMOLITION
DEVELOPER PROPOSED ALTERNATES AND "OR EQUALS"

220.1.1. Unless otherwise noted, Developer may propose products, equipment, or materials to be an "or equal" to those specified in the Contract Documents. These proposals must be submitted within thirty days after Notice to Proceed along with sufficient substantiating data for Owner's Authorized Representative to determine equivalence. The substantiating data must demonstrate equivalence in terms of function, performance, reliability, quality, and general configuration to the items specified in the Contract Documents. Owner's Authorized Representative will be the sole arbiter of equivalence. Proposals that are submitted late or with incomplete substantiation are "Not Equal" and subject to summary rejection.

220.1.2. Developer-proposed "or equals" that are accepted by Owner's Authorized Representative shall be coordinated with other items of Work and incorporated into the Work without time extensions and at no additional cost to Owner.

SECTION 221
CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

221.1.1. Developer shall divert, and shall cause all Contractors to divert, all construction and demolition (C&D) waste generated from the Project in accordance with Owner's C&D Waste Recycling Ordinance. Los Angeles Municipal Code requires that all mixed C&D waste material generated within City of Los Angeles be taken to a City Certified C&D Waste Processor. Further, mixed C&D waste can only be legally collected, removed, or transported by City of Los Angeles Permitted Solid Waste Haulers. If Developer plans on collecting, removing, or transporting its own waste, it must first apply for and obtain a Solid Waste Hauler Permit from LASAN's Solid Resources Citywide Recycling Division of the Bureau of Sanitation.

221.1.2. City may also, at its sole discretion, procure a City contractor to divert C&D waste generated from the Project. In this case, City will revise the scope of Work to account for such change in accordance with Article 12 (Owner Change Process; Developer Change Requests; Directive Letters; Deviations) and Exhibit 9 (Owner Change Procedures and Directive Letters) of the Agreement.

221.1.3. Specific provisions relevant to handling of construction waste and demolition management are included in Section 01572 (Construction and Demolition Waste Management) of the General Requirements. Other sections of the Technical Requirements may include additional requirements concerning recycling.

SECTION 222-299
NOT USED

SECTION 300
FINANCIAL LIABILITY

Without limiting Section 11.8 (Appropriations of Payments) of the Agreement, Owner's liability under the Contract Documents shall not exceed Owner's appropriation to fund the Project at the Effective Date. However, if Owner shall appropriate funds for any successive years, Owner's maximum liability shall not exceed the extent of such appropriation, subject to the terms and conditions of the Contract Documents.

SECTION 301
DEVELOPER'S AND CONTRACTORS' OBLIGATIONS

301.1.1. Only competent workers shall be employed on the Work.

301.1.2. Any person employed who is found by Owner to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by Developer and Contractors, and not be reemployed on the Work.

301.1.3. Developer, at its sole cost and expense, shall perform, and shall cause all Contractors to comply, at their sole cost and expense, to perform all labor and services and furnish all the materials, tools, and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing Work required, in the manner and within the time stipulated in the Agreement.

301.1.4. Developer shall furnish, erect, maintain and remove, and shall cause all Contractors to furnish, erect, maintain and remove, the construction plant and such temporary works as may be required. If, at any time before the commencement or during the progress of the Work or any part of it, Developer's methods or appliances appear to Owner to be unsafe, inefficient or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, Owner may order Developer to increase their safety and efficiency or to improve their character, and Developer shall comply, and shall cause all Contractors to comply, with such orders at its own expense. Neither the making of such demands by Owner nor the failure to make such demands shall relieve Developer of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in Agreement. Developer shall be fully responsible, and shall cause all Contractors to be responsible, for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

301.1.5. All of the labor shall be performed and materials furnished pursuant to and in strict conformance with the Contract Documents, and in accordance with approved shop drawings. Developer shall complete, and shall cause all Contractors to complete, the entire Work to the satisfaction of Owner and in accordance with the Agreement, for the compensation specified in the Agreement.

301.1.6. Where articles or materials are especially manufactured or fabricated for delivery under the Agreement, Developer shall at all times employ, and shall cause all Contractors to employ, such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Agreement and every part thereof within the time limits stipulated in the Agreement. If Developer fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, Owner may require an increase in progress at any point or points or a modification of plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the Work shall be just cause for Owner to terminate the Agreement.

SECTION 302
DEVELOPER'S PROJECT MANAGER AT THE SITE

302.1.1. Developer shall designate a technically qualified and English-speaking representative as Developer's Project Manager at the Site, who shall supervise the Work and shall provide competent supervision of the Work until its completion. Developer's Project Manager shall be assigned full time and exclusively to this Project. Alternate representatives with qualifications equal to or better than Developer's Project Manager may be designated.

302.1.2. Owner's Authorized Representative reserves the right to disapprove any candidate named as Developer's Project Manager or alternate who fails to meet the requirements of the Agreement. Owner's Authorized Representative may remove, without any right to work on the Project, either Developer's Project Manager or alternate, who in the sole opinion of Owner's Authorized Representative, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

302.1.3. Not Used.

302.1.4. Refer to Section 23.6 (Designation of Representatives; Cooperation with Representatives) of the Agreement regarding individuals authorized to make decisions and bind the Parties on matters relating to the Contract Documents.

302.1.5. Developer's Project Manager or alternate shall be present at the Site at all times while Construction Work is in progress.

SECTION 303
FAMILIARITY WITH TECHNICAL REQUIREMENTS

303.1.1. It shall be the responsibility of Developer to be thoroughly familiar with all details of the Project, including the work of Contractors. Developer shall call the following to the attention of Owner's Authorized Representative in writing within 24 hours of discovery:

(a) Errors and omissions in the Technical Requirements, including code violations, typographical errors and notational errors where ambiguity or inadequate description exists;

(b) Work under the Contract Documents which, if so constructed, would result in a conflict or interference with other Work or the work of other Contractors, including the location of fixtures and equipment; and

(c) Existing improvements visible at the Site, which could reasonably be assumed to interfere with the satisfactory completion of the Project.

303.1.2. Developer's failure to provide notice under Section 303.1.1 shall constitute a waiver by Developer of any claim for delay or other damages occasioned by such defect.

SECTION 304
JOB CONDITIONS

304.1.1. Developer shall determine the nature and types of Work to be performed, ascertain all conditions affecting construction procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the Site. This determination will be made prior to the Effective Date.

304.1.2. Developer shall observe any "Site Security" restrictions described in Section 01140 (Contractor's Use of the Premises) of the General Requirements.

304.1.3. Whenever the Work requires entry into an occupied building, working facility or other secured location, observe the following unless otherwise noted:

(a) No vehicles are allowed except delivery trucks and Developer's identified vehicles and equipment.

(b) It shall be Developer's sole responsibility to arrange and pay for offsite employee parking and to provide transportation from the parking area to the Site;

(c) Developer shall fully cooperate with all authorities on the Site and Other Contractors who might be at the Site; and

(d) Developer shall fully comply with all regulations in force at the Site.

SECTION 305
JOB BULLETIN BOARD

When a field office is required, Developer shall provide and mount, and shall cause all Contractors to provide and mount, a Job Bulletin Board at the field office in a location where it can be readily seen by all of Developer employees. The bulletin board shall be substantially built to a minimum size of 900 mm high x 1200 mm wide (3' x 4') and shall be fitted with a framed safety glass door and lock. The glass on the outside shall be protected with a 12 mm x 12 mm (½" x ½") galvanized wire mesh screen permanently attached to the frame. The bulletin board shall be finished inside and outside with two (2) coats of an exterior paint.

SECTION 306
RESPONSIBILITY FOR SITE

306.1.1. Developer is in full charge of and responsible for the Site and the Work. Section 01120 (Interface / Coordination Requirements) of the General Requirements and Section 6.6 (Coordination, Cooperation and Access) of the Agreement describe interfaces with Other Contractors. No other operations of any nature shall be performed except as specifically authorized in the Contract Documents or as authorized by Owner's Authorized Representative.

306.1.2. Developer shall exercise, and shall cause all Contractors to exercise, care not to damage improvements in, and the land adjacent to, the Site. Developer shall correct, and shall cause all Contractors to correct, any damage caused within 72 hours by restoring the land and improvements damaged to their original condition and shall indemnify and hold Owner harmless for any such damage as specified in Section 10.5 (Indemnities; Owner Financial Loss; Delay Liquidated Damages) of the Agreement.

SECTION 307
WORKMANSHIP AND MATERIALS

307.1.1. All materials, parts and equipment furnished by Developer for the Work shall be as specified in the Contract Documents, shall be new, high grade and free from defects. Materials and work quality shall be subject to Owner's Authorized Representative's approval.

SECTION 308
INJURY AND ILLNESS PREVENTION – SAFETY MEASURES

308.1.1. Safety is the responsibility of Developer. Developer shall observe and comply, and shall cause all Contractors to observe and comply, with the safety provisions of all applicable Laws, including building and construction codes and safety and health

regulations of the California Code of Regulations, and with applicable Owner Safety Policies.

308.1.2. Every employer (Developer and/or Contractor) employed on the Project shall establish, implement, and maintain an effective Injury and Illness Prevention Program in accordance with Section 3203 of the General Industry Safety Orders.

308.1.3. Developer and each Contractor shall make its Injury and Illness Prevention Program specific for site conditions and type of Work to be performed on the Project.

308.1.4. Developer and each Contractor working on the Project shall make its Injury and Illness Prevention Program available to Owner's Authorized Representative prior to beginning any Work on the Project.

308.1.5. If a Work procedure or site condition exists that violates Developer's/Contractor's Injury and Illness Prevention Program or any other safety standard, Owner's Authorized Representative may order Developer to, and Developer shall procure its Contractors to, immediately comply with said safety provisions, and Developer and Contractors shall comply with such orders at its own expense. If Developer fails to act promptly, Owner's Authorized Representative is authorized to suspend the Work. Failure of Owner's Authorized Representative to make such demands shall not relieve Developer of its obligations to secure the safe conduct of the Work.

308.1.6. If a Work procedure or site condition creates an immediate hazard to the health or safety of the public, Owner employees, property, or a licensee, Owner may suspend all work on the Project. Without prior notice, Owner may also correct such hazardous conditions using other forces or contractors, at Developer's sole expense. Any delays or impacts arising on the Work as a result of such an emergency shall be at the sole expense of Developer with no time extension, additional reimbursement for extended overhead, or interest on monies due, allowed for Developer.

308.1.7. First-aid facilities and supplies shall be kept and maintained by Developer at the Site.

308.1.8. Developer shall cause, and shall cause all Contractors to require, all persons within the Site to wear protective helmets. In addition, all employees of Developer and its Contractors shall be provided with, and required to use, personal protective and life-saving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

308.1.9. Developer shall provide, and shall cause all Contractors to provide, safety equipment, material, and assistance to Owner personnel to properly inspect all phases of the Work, including final inspection. Such equipment, material, and assistance shall include testing for the presence of explosive or toxic gases and oxygen deficiency in confined spaces, blowers, ventilators, first aid supplies and equipment, ladders, scaffolds, shoring, and personnel for standby assistance as required. Personal safety devices such as harnesses, lanyards, and self-contained breathing apparatus will be provided to Owner's Authorized Representative by the Bureau of Contract Administration, unless otherwise noted. When the Work requires specialized safety equipment, Developer shall provide,

and shall cause all Contractors to provide, new sets of such equipment, the training deemed necessary by Owner's Authorized Representative, and maintenance of such equipment. If any Work requires removal of asbestos, the requirements of the California Construction Safety Orders and General Industry Safety Orders shall be implemented.

308.1.10. In cases involving exposure of Owner personnel to toxic/hazardous materials and/or elements, Owner Personnel Department, Occupational Safety Office, shall have field review authority over Developer's operations.

308.1.11. For additional requirements, refer to Section 01311 (Pre-Construction Safety Conference) of the General Requirements.

SECTION 309
PROTECTIONS OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS

309.1.1. Developer shall not destroy, remove, or otherwise disturb, and shall cause all Contractors to not destroy, remove, or otherwise disturb, any existing survey monuments or reference points without authorization from Owner. No pavement breaking or excavation shall be started until all survey monuments or other reference points that will be disturbed by the construction operations have been properly referenced by Owner. It shall be Developer's responsibility to notify Owner of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey monuments or reference points disturbed, without authorization by Owner, shall be accurately restored by Owner at Developer's sole expense after all street or roadway resurfacing has been completed.

309.1.2. Unless otherwise noted, all Work shall preserve existing drainage paths, vehicular and pedestrian access. Developer shall also regularly attend, and shall cause all Contractors to attend, to dust, mud, trash, noise, debris, and other debris from construction operations, caused by the Work to prevent a public nuisance.

309.1.3. All paved areas including asphalt concrete berms cut or damaged as a result of the Work shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavement which is subject to partial removal shall be neatly saw cut in straight lines.

309.1.4. In order to obtain a satisfactory junction with adjacent surfaces, Developer shall saw cut and trim, and shall cause all Contractors to cut and trim, the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

309.1.5. Where sidewalks have been removed for purposes of the Work, Developer shall place, and shall cause all Contractors to place, suitable temporary sidewalks, properly protected, promptly after backfilling and shall maintain them in satisfactory condition until the final restoration thereof has been made.

309.1.6. When existing planted areas are regraded, or removed and replaced because of performance of the Work, the soil in these areas shall be prepared and the area replanted-in-kind. All landscape materials shall conform to the requirements of the owner of the affected planted area.

309.1.7. All Utilities encountered along the line of the Work shall be maintained continuously in service during all performance of all Work, unless other arrangements satisfactory to Owner are made. Utilities shall include, but not be limited to, all above or below-ground conduit, pipes, ducts, cables, and appurtenances associated with oil, gas, water, steam, irrigation, process, sewer, storm drain, wastewater, air, electrical, power, instrumentation, communication, telephone, cable, TV, and lighting systems, whether or not owned by Owner.

309.1.8. Developer shall protect, and shall cause all Contractors to protect, all existing Utilities and improvements not designated for removal. Potholing for Utilities and structures shown or addressed on the drawings shall be accomplished at Developer's or Contractor's expense. Developer shall determine, and shall cause all Contractors to determine, the exact locations and depths of all Utilities indicated on the Drawings. Developer shall make, and shall cause all Contractors to make, exploratory excavations of all Utilities. Developer, in conformance with Owner Ordinance No. 150,478, shall pothole existing subsurface installations carrying unstable substances to determine their locations and elevations before commencing excavation. All such exploratory excavations shall be performed as soon as practicable after award of the Agreement and in any event, a sufficient time in advance of construction to avoid possible delays to Developer's Work. When such exploratory excavations show the Utility location as indicated on the Drawings to be in error, Developer shall notify, and shall cause all Contractors to notify, Owner. Developer should not rely upon plan designation of location of underground Utilities. The number of exploratory excavations and extent of potholing required shall be that number which is sufficient to determine the alignment and grade of the Utility.

309.1.9. Prior to any excavation in the vicinity of any existing underground facilities, Developer shall notify, and shall cause all Contractors to notify, Owner, and the respective authorities representing the owners or agencies responsible for such facilities, not less than three Business Days, nor more than five Business Days, of their intention to commence excavation. Developer shall make arrangements, and shall cause all Contractors to make arrangements, for and provide access such that a representative of said owners or agencies may be present during such Work. If the proposed excavation is within 10 feet of a high priority subsurface installation, as defined by Section 4216 of the Government Code, Developer shall conduct, and shall cause all Contractors to conduct, an onsite meeting with the Utility Owner to determine actions or activities required to verify the location of the high priority subsurface installation before proceeding with any excavation activities.

309.1.10. Before commencing any excavation, Developer shall obtain, and shall cause all Contractors to obtain, an Underground Service Alert (USA) inquiry I.D. number. Two Business Days shall be allowed after the I.D. number is obtained and before the excavation work is started so that Utility Owners can be notified. If a City Department is the Utility Owner, a confirmation number indicating Owner has been notified shall be obtained by USA and/or Developer from the appropriate City Department. The I.D. number together with the date acquired shall be reported to Owner when calling for inspection. I.D. numbers will not be given more than 10 Business Days before starting excavation work.

309.1.11. Refer to Section 7.6 (Utility Adjustments) of the Agreement for Developer's general obligations concerning Utility Adjustments.

309.1.12. Any Utility or improvement which is damaged by Developer shall be immediately repaired, and shall cause all Contractors to repair, at Developer's or Contractor's expense, to a condition equal to, or better than, the condition it was in prior to such damage or temporary relocation. If Developer fails or refuses to promptly repair the Utility or improvement, Owner may perform the necessary Work at Developer's or Contractor's expense. Developer will not be entitled to any time extension, additional reimbursement, extended overhead, or interest on monies due. Developer is not relieved of responsibility under this Section 309.1.12 even in the event such damage occurs after backfilling or is not discovered until after completion of backfilling.

309.1.13. All repairs to a damaged improvement shall be inspected and approved by Owner and an authorized representative of the improvement owner before being concealed by backfill or other Work. In case of damage which in the reasonable determination of Owner threatens the safety of persons or property, Developer shall immediately make, and shall cause all Contractors to make, all repairs necessary for removal of the hazard. Should Developer fail to promptly take all necessary action, Owner has the option to remove any hazard resulting from damage caused by Developer at Developer's or Contractor's expense, without waiving any other rights Owner may have. Developer will not be entitled to any time extension, additional reimbursement, extended overhead, or interest on monies due.

309.1.14. If Developer damages any existing Utilities, Developer shall immediately notify, and shall cause all Contractors to immediately notify, Owner and take all measures necessary to prevent further damage. Developer shall then immediately make, and shall cause all Contractors to make, a written report to Owner and make repairs as directed by Owner.

309.1.15. Except as specified in Section 501 (Differing Site Conditions), any damage to a Utility shall be repaired at Developer's or Contractor's expense.

SECTION 310
NON-CONFORMING WORK

Refer to Section 7.11 (Nonconforming Work) of the Agreement and Section 2.6 (Quality Management Plan) of the Technical Requirements for provisions concerning Nonconforming Work.

SECTION 311
CONTRACTORS, SUBCONTRACTORS AND SUB-SUBCONTRACTORS

Refer to Article 9 (Contracting and Labor Practices) of the Agreement for provisions concerning Contractors and Subcontractors.

SECTION 312
RESPONSIBILITY OF DEVELOPER AND CONTRACTOR TO ACT IN EMERGENCY

When an emergency arises creating an imminent hazard to persons or threatening the loss or damage to property, Developer shall take, and shall cause all Contractors to take, prudent action without instruction from Owner. Developer shall immediately notify, and shall cause all Contractors to immediately notify, Owner's Authorized Representative of any emergency action taken. During such emergencies, if Developer fails to act, Owner's Authorized Representative may instruct Developer to take action. Should Developer still fail to act, Owner's Authorized Representative, as applicable, may respond to the emergency with other forces or contractors at Developer's sole expense. Claims for additional time, compensation or interest will be rejected if Developer's actions or inaction created the emergency. Similarly, any Claims will be offset by the amount that Developer's actions or inaction aggravated the emergency.

SECTION 313
ASSIGNMENT

Refer to Section 20.3 (Restrictions on Assignment, Subletting and Other Transfers of Developer's Interest or the Project) of the Agreement regarding provisions concerning assignment.

SECTION 314
NOTIFICATION OF HAZARDOUS SUBSTANCES

Refer to Section 7.7 (Hazardous Materials Management; Risk Allocation) of the Agreement regarding provisions concerning Hazardous Materials.

SECTION 315
INDEPENDENT CONTRACTOR

Refer to Section 23.4 (Independent Contractor; No Joint Venture or Partnership) of the Agreement for provisions regarding the independent contractor.

SECTION 316
INDEMNIFICATION

Refer to Section 10.5 (Indemnities; Owner Financial Loss; Delay Liquidated Damages) of the Agreement for provisions regarding indemnification.

SECTION 317
INSURANCE

317.1. Insurance

During the term of the Agreement, and without limiting Developer's indemnification of Owner, Developer shall provide and maintain at its own expense, a program of insurance that complies with Section 10.1 (Insurance) and Exhibit 7 (Insurance Requirements) of the Agreement.

317.1.1. Additional Insured / Additional Interest / Loss Payee

Owner Additional Insureds shall be included in the relevant Insurance Policies in accordance with Exhibit 7 (Insurance Requirements) of the Agreement.

317.1.2. Insurance Approval

All insurance required under the Agreement shall conform to Owner requirements established by the Los Angeles City Charter and Los Angeles Administrative Code, ordinance, or policy. Evidence of insurance shall be approved by the Office of City Administrative Officer, Risk Management, prior to commencement of any Work under the Agreement in accordance with the Los Angeles Administrative Code.

317.1.3. Alternative Programs / Self Insurance

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to Owner's review and approval based on Owner's sole discretion through the Office of the City Administrative Officer, Risk Management Group.

317.1.4. Admitted Carrier / Licensed California Broker

All insurers must satisfy the insurer requirements in Section 10.1.2.1 (Insurers) of the Agreement. Non-admitted coverage must also contain a Service of Suit provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising thereunder will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

317.1.5. Contribution Not Required

Developer's insurance shall be primary and will not require contribution in compliance with Section 10.1.2.3 (Primary Coverage) of the Agreement.

317.1.6. Cancellation / Reduction in Coverage Notice

Refer to Section 10.1.2.4 (Verification of Coverage) of the Agreement regarding provisions concerning the cancellation, voidance, suspension, modification, or reduction in coverage of the Insurance Policies.

317.1.7. Acceptable Evidence

Electronic submission via KwikComply, Owner's online insurance compliance system (kwikcomply.org), is the acceptable method for submitting evidence of insurance. KwikComply may be used by Developer's insurance brokers and agents to submit Developer insurance certificates directly to Owner using the ACORD 25 Certificate of Liability Insurance in electronic format. Insurance Industry Certificates of Insurance other than the ACORD 25 may also be accepted. However all Certificates must provide a thirty (30 days' notice provision (ten (10) days for non-payment of premium) and an Additional Insured Endorsement naming Owner an additional insured completed by Developer's insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Insurance Certificate must state that Owner is an automatic or blanket additional insured. An endorsement naming Owner

as an insured is required on all Builder's Risk policies. An endorsement naming Owner as Loss Payee as its Interest may appear is required on all property, fidelity or Surety coverages.

Additional insured endorsements DO NOT apply to the following:

(a) Indication of compliance with Law relating to workers' compensation; and

(b) Professional liability insurance.

317.1.8. Separation of Insureds

Except with respect to the insurance company's limits of liability, each liability Insurance Policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

317.1.9. Renewal

Once the Insurance Policies have been approved by Owner through KwikComply (kwikcomply.org), evidence of renewal of an expiring Insurance Policy must also be submitted by the Developer's insurance brokers and agents using the Owner's Insurance and Bonds Compliance system, KwikComply. Please go tokwikcomply.org/. Upon completion, please forward your assigned CA approval number to bpw.ins.bonds@lacity.org. This will notify the Board that your insurance is on file and is up-to-date as required by Agreement. If assistance is needed with submitting evidence of insurance for approval, please contact Owner's CAO Risk Management office directly at (213-978-7475) or email cao.insurance.bonds@lacity.org.

Aggregate Limits/Impairment

If any of the required Insurance Policies contains annual aggregate limits, Developer must give Owner written notice of any pending claim or lawsuit which will materially diminish the aggregate within 30 days of knowledge of same. Further, Developer must take appropriate steps to restore the impaired aggregate limits or provide replacement insurance protection within 30 days of knowledge of same. Owner may, at its option, specify a minimum acceptable aggregate for each line of coverage required.

Developer shall not make any substantial reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) which may affect Owner's protection without Owner's prior written consent.

317.1.10. Not Used

317.1.11. Failure to Procure Insurance

Provisions concerning Developer's failure to procure or maintain required insurance or an Owner approved self-insurance program are specified in Section 16.1.1(f) of the Agreement.

317.1.12. Underlying Insurance

Developer shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents, and Contractors, if any, to protect Developer's and

Owner's interests, and for ensuring that such persons comply with any applicable insurance statutes. Developer should seek professional advice in this regard.

317.1.13. Worker's Compensation

By signing the Agreement, Developer hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and that it will comply with such provisions at all such times as they may apply during the performance of the Work throughout the term of the Agreement.

A waiver of subrogation in favor of Owner will be required when Work is performed on Owner premises under hazardous conditions. Developer's Workers' Compensation and Employer's Liability insurance shall be endorsed accordingly.

317.1.14. All Risk Builder's Risk / Installation Floater

Developer shall secure and maintain a builder's risk Insurance policy in accordance with Exhibit 7 (Insurance Requirements).

317.2. Contract Bonds

317.2.1. Developer shall cause the Design-Build Contractor to file with Owner bonds and other performance security in the amounts and the times and as described in this Section 317.2 (Contract Bonds) and Section 10.2 (Payment and Performance Security) of the Agreement.

317.2.2. Each bond shall be signed by Design-Build Contractor and the Surety, and the signature of the authorized agent of the Surety shall be notarized.

317.2.3. Should any Surety at any time be unsatisfactory to the Board, or if the Surety on a bond furnished by Developer is declared bankrupt or becomes insolvent, or its right to do business in California is terminated, or the Surety ceases to be Eligible Surety, then Developer shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond in the required form from an Eligible Surety meeting applicable requirements. No further payments shall be deemed due or will be made under the Agreement until a new Surety shall qualify and be accepted by the Board.

317.2.4. Changes in the Work or extensions of time made pursuant to the Agreement shall in no way release Developer or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

317.2.5. Assistance in obtaining Owner-required surety bonds is available through City of Los Angeles Bond Assistance Program at (213) 258-3000 or http://cao.lacity.org/risk/BondAssistanceProgram.pdf.

317.3. Payment and Performance Bonds

Refer to Section 10.2 (Payment and Performance Security) of the Agreement for provisions concerning payment and performance bonds for the Project.

SECTION 318
SERVICE OF NOTICE

Refer Section 23.10 (Notices and Communications) of the Agreement for provisions regarding notices and communications and service of notice.

SECTION 319
AGENT TO ACCEPT SERVICE

Developer shall maintain within Los Angeles County a duly authorized agent as identified in Exhibit 3 (Initial Designation of Authorized Representatives) to the Agreement to accept service of legal process on its behalf, and shall keep Owner advised of such agent's name and address during the term of the Agreement and for three years after the final payment under the Agreement, or as long as Developer has warranty obligations under the Section 01611 (Guaranty / Warranty) of the General Requirements, whichever period terminates later. In the event that no such duly authorized agent is on file with Owner, Developer agrees that the Secretary of State of the State of California shall be Developer's agent for service of legal process.

SECTION 320-399
NOT USED

SECTION 400
TEMPORARY SUSPENSION OR DELAY OF WORK

If the Work is suspended or delayed, Developer shall comply with Articles 13 (Relief Event Claims Process), 14 (Compensation and Other Relief for Relief Events), 16 (Default; Remedies), and 17 (Termination) of the Agreement.

SECTION 401
UNAVOIDABLE DELAY

If the Work is delayed for a Force Majeure Event, Developer shall comply with Articles 13 (Relief Event Claims Process) and 14 (Compensation and Other Relief for Relief Events) of the Agreement.

SECTION 402
ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES

If Developer discovers paleontological or archaeological resources within, under or otherwise directly impacting the D&C Limits, Developer shall comply with Articles 13 (Relief Event Claims Process) and 14 (Compensation and Other Relief for Relief Events) of the Agreement.

SECTION 403
COORDINATION WITH OTHER CONTRACTS

Developer shall coordinate and cooperate, and shall cause all Contractors to coordinate and cooperate, with Owner and Third Parties in accordance with Section 6.6 (Coordination, Cooperation and Access) of the Agreement and Section 01120 (Interface / Coordination Requirements) of the General Requirements.

SECTION 404
TERMINATION OF AGREEMENT BY CITY (DEVELOPER NOT AT FAULT)

The Agreement may be terminated, in whole or in part, at any time, by Owner, at its sole discretion, without cause and for Owner's convenience in accordance with Sections 17.1 (Termination for Convenience; Condemnation), 17.6 (Termination Procedures and Duties), and 17.8 (Effect of Termination) of the Agreement.

SECTION 405
TERMINATION OF AGREEMENT BY CITY (DEVELOPER DEFAULT)

In the event of conduct by Developer which is determined by Owner to constitute a Developer Default, Owner may suspend or terminate the Work as set out in Sections 16.2 (Owner Remedies for Developer Default) and 17.3 (Termination for Developer Default) of the Agreement.

SECTION 406
SUBSTANTIAL COMPLETION

Refer to Section 7.10.4 (Substantial Completion) of the Agreement for provisions relating to Substantial Completion.

SECTION 407
FINAL COMPLETION

Refer to Section 7.10.5 (Final Completion) of the Agreement for provisions relating to Final Completion.

SECTION 408
LIQUIDATED DAMAGES

Refer to Sections 10.5 (Indemnities; Owner Financial Loss; Delay Liquidated Damages); 10.6 (Owner Financial Loss; Delay Liquidated Damages); and 10.7 (Limitations on Developer's Aggregate Liability) of the Agreement for provisions concerning liquidated damages.

SECTION 409-499
NOT USED

SECTION 500
CHANGES AND EXTRA WORK

Refer to Article 12 (Owner Change Process; Developer Change Requests; Directive Letters; Deviations) Exhibit 9 (Owner Change Procedures and Directive Letters), and Exhibit 13 (Incremental Costs, Permitted Markup and Other Pricing Terms) of the Agreement for provisions concerning Owner Changes and Extra Work.

SECTION 501
DIFFERING SITE CONDITIONS

Refer to Sections 6.2 (Site Conditions) and 7.7 (Hazardous Materials Management; Risk Allocation) of the Agreement for provisions concerning Differing Site Conditions.

SECTION 502-599
NOT USED

SECTION 600
CLAIMS AND PROTESTS

Refer to Articles 12 (Owner Change Process; Developer Change Requests; Directive Letters; Deviations), 13 (Relief Event Claims Process), 14 (Compensation and Other Relief for Relief Events) and 18 (Dispute Resolution Procedures) of the Agreement for provisions concerning claims and protests.

SECTION 601
COMMENCEMENT OF STATUTE OF LIMITATIONS

Any applicable statute of limitations shall commence to run and any alleged cause of action by Developer against Owner arising out of or related to the Project shall be deemed to have accrued in any and all events no later than 30 days after Developer's submittal of its last application for progress payment of Agreement or Change Order Work satisfactorily performed.

SECTION 602
GOVERNING LAW

Refer to Section 23.9 (Governing Law; Venue) of the Agreement for provisions concerning governing law.

SECTION 603
VENUE

Refer to Section 23.9 (Governing Law; Venue) of the Agreement for provisions concerning venue.

SECTION 604
NO WAIVER OF RIGHTS

Refer to Section 23.3 (Waiver) of the Agreement for provisions concerning the waiver of rights.

SECTION 605
ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

Refer to Article 11 (Payments to Developer) of the Agreement for provisions concerning Developer's acceptance of final payment constituting release of all claims against Owner.

SECTION 606
PATENTS AND COPYRIGHTS

Refer to Section 21.5.6 (Payments Inclusive) of the Agreement for the provisions concerning the costs arising from patents and copyrights.

SECTION 607
PUBLIC RECORDS ACT

Refer to Section 21.3 (Public Records Act and Confidentiality) of the Agreement for provisions concerning the Public Records Act.

EXHIBIT 11

SUBMITTALS REVIEW PROCESS

1.1 Submittal Requirements

(a) Each Submittal provided by Developer to Owner for information, for comment or for acceptance shall:

(i) be accurate, complete and in conformity with the Contract Documents;

(ii) include all necessary information and documentation concerning the subject matter and any additional information reasonably requested by Owner;

(iii) include a completed transmittal form, in form agreed between Owner and Developer, that includes a statement signed by Developer's Authorized Representative and Design-Build Contractor's Authorized Representative confirming clauses (i) and (ii) above and, if applicable, expressly stating that the Submittal is a Critical Submittal. At a minimum, the transmittal form for each Submittal shall include, to the extent applicable:

(A) Submittal title;

(B) a brief description of the Submittal, including the Design stage (if applicable);

(C) references to the relevant provisions of the Contract Documents;

(D) document and/or drawing title(s);

(E) document and/or drawing number(s);

(F) revision numbers (if applicable);

(G) name of entity that prepared the Submittal;

(H) each entity (in addition to Owner) who is required to review the Submittal;

(I) type of review required under the Contract Documents;

(J) applicable review period provided for in the Contract Documents;

(K) the Submittal history showing date and delivery information and/or log number of all previous submittals of that Submittal, including reviewer and checker initials; and

(L) identification of any previous Submittals superseded by the current Submittal;

(iv) include the certification required by Section 1.3 (Submittal Certification); and

(v) if the Submittal is a re-submission of a previously submitted Submittal, Developer shall clearly indicate how the re-submission differs from the previously submitted Submittal and how each of Owner's comments on the previously submitted Submittal are addressed in the re-submission.

(b) Each page of a Submittal shall be initialed by Developer's Authorized Representative and Design-Build Contractor's authorized representative, dated, and numbered in sequence. Where a Submittal addresses an engineering issue, an engineering stamp is required.

1.2 Submittals to Third Parties and Utility Owners

(a) The content of Submittals to be provided to Third Parties and Utility Owners shall be as required by the applicable Third Party agreement or Utility Agreement; and in each case such Submittals shall also be concurrently submitted to Owner for comment.

(b) Developer shall coordinate all necessary Submittal reviews with Third Parties and Utility Owners. For any Third Party or Utility Owner not covered by an existing agreement as originally provided by Owner in the Contract Documents, Developer is responsible for negotiating and complying with such an agreement with that Third Party or Utility Owner. The agreement shall include a full description of the required Submittals, the Submittal review and comment procedures, including timeframes and other such pertinent information necessary to prosecute said agreement.

(c) Developer shall submit to Owner copies of the documents, comments and responses resulting from any and all Third Party or Utility Owner reviews and Owner shall have 20 Business Days to return comments to Developer, if any.

(d) For a Submittal with multiple reviewing entities, Owner shall act in response to such Submittal before the conclusion of the Owner Review Period.

1.3 Submittal Certification

With every Submittal, Developer shall certify in writing that the Submittal satisfies the requirements of the Contract Documents and has been coordinated among all separate requirements of the Contract Documents.

For all Design Document Submittals at each level of design progression, submittal shall be accompanied by the checklist, suitably completed, demonstrating compliance with the Los Angeles Amendment to the California Green Building Standards Code (LA Green).

For Final Design Document Submittals (except for test results), the certification shall include signature of both the Project Manager and the Design Manager, and signatures recommending certification from other authorized individuals of Developer's organization comprised of:

(a) Responsible design professional;

(b) Quality Assurance Manager; and

(c) Construction Manager.

For Final Design Document Submittals, Developer's Design Quality Control Manager shall certify that such Submittals have been checked in accordance with Developer's approved DQMP and are ready for construction. The Design Quality Control Manager shall also certify that Developer has obtained all required Governmental Approvals. After Owner has accepted a Final Design Document Submittal, Developer shall provide the relevant Final Design Documents to Owner.

Construction of any item, element or phase covered by the Design Quality Control Manager's certification of compliance of said item, element or phase shall only progress to the extent covered by the relevant Final Design Document in which they are included. Any items, elements or phases of design subsequent to the certification of compliance from the Design Quality Control Manager shall be re-checked and re-certified by the Design Quality Control Manager.

If Owner determines that a Final Design Document does not meet the requirements of the Contract Documents, applicable Laws or Governmental Approvals, Owner shall notify Developer in writing of any specific deficiencies in the Final Design Document within the time period set forth in Section 2.1 (Types of Owner Review). Developer shall correct such deficiencies, modify the Final Design Document and, if necessary, modify any Construction Work performed, and Developer shall not be entitled to any additional compensation, time extension or other relief.

Notwithstanding any other provision to the contrary in this Exhibit 11, the use of the word "certify" or "certification" as it relates to the Design Manager and other authorized individuals or Developer's design organization in the practice of professional engineering and other professional services constitutes an expression of professional opinion consistent with Good Industry Practice regarding those Submittals which are the subject of the certification, and does not constitute a warranty or guaranty, either express or implied.

1.4 Submittal Quality

Developer shall control the quality of Submittals through Developer's Quality Program, deploying a technical approval and certification procedure for every formal Submittal to Owner, Utility Owners, and Third Party entities. Every Submittal shall contain, at minimum, a Quality Control certification and some Submittals shall contain other quality or authenticity certifications as required by applicable Laws and applicable requirements of Third Party agreements and Utility Agreements.

Any Submittal signatory found to be declaring Submittals to be complete and compliant with the Contract Documents, when Owner routinely finds such declaration to be inaccurate (where routinely is deemed to be five times or more in any six-month period), that Person shall be removed from the Project upon Owner's request at Developer's sole cost.

1.5 Submittal Format

Submittals shall be in the English language using U.S. customary units.

Submittals shall be transmitted in PDF and native format.

Plans and drawings shall be submitted true to scale, as full-size drawings for standard size paper ARCHD (24 inches x 36 inches) or as otherwise directed by the AHJ, whether for information, comment, acceptance.

1.6 Submittal List

An initial list of technical Submittals is provided as Appendix 2 (Submittals) to the Technical Requirements. Such list shall be used as the basis for the Submittal list to be developed and updated by Developer as described in this Section ("**Submittal List**").

No later than 30 days after the Effective Date, Developer shall prepare and submit the Submittal List to Owner for comment. The Submittal List shall include all anticipated Submittals to Owner, Third Parties and Utility Owners, including:

(a) all Submittals identified in the initial list of Submittals is provided as Appendix 2 (Submittals) to the Technical Requirements; and

(b) all Submittals required by the Contract Documents, Project Management Plan, Third Party agreements and Utility Agreements; and

(c) and any other Submittals necessity to perform the Work.

Developer is responsible for identifying, scheduling and managing the processing of Submittals and reviews to meet the Project Schedule. For Submittals that are not identified on the Submittal List, Owner shall not be obligated to respond within Owner Review Period.

For every Submittal, the Submittal List shall include:

(i) Submittal title;

(ii) design stage (if applicable);

(iii) each entity (in addition to Owner) who is required to review the Submittal;

(iv) type of review required under the Contract Documents for each reviewing entity;

(v) applicable review period provided for in the Contract Documents for each reviewing entity;

(vi) anticipated submission date;

(vii) actual submission date; and

(viii) disposition of recipients' response to the Submittal.

After Developer's initial submission of the Submittal List, Developer shall submit an updated Submittal List to Owner for comment once per Quarter. The updated Submittal List shall be included with the Monthly Progress Report for that month.

1.7 Submittal Process

1.7.1 Transmittal

Submittals from Developer shall be conveyed electronically via Owner's E2020 Electronic Document Control System and Developer shall send and receive all Submittals, requests for information, and all other Project related documentation through this system. In the case of a physical element, Sample, or mock-up, an electronic form of the Submittal shall contain information adequately describing full content of the Submittal and designating location or locations where such artifacts being transmitted can be examined.

A Submittal will be returned to Developer without review if any requirements of Article 5 (Submittals; Management Systems and Oversight) of the Agreement, Section 2.5 (Work Submittal Review Process) of the Technical Requirements, or this Exhibit 11 are not fulfilled. The time period for Owner to act in response to such a Submittal, as set forth under Section 2.1 (Types of Owner Review), shall begin anew upon Developer's resubmission of such Submittal.

1.7.2 Simultaneously Delivered Submittals

Developer may only submit one Critical Submittal at a time. During the applicable Owner Review Period for such Critical Submittal, Owner shall be entitled to extend the Owner Review Period for all other simultaneously delivered Submittals by such time period as Owner deems is reasonably necessary. Submittals are considered "simultaneously delivered" if the review periods available to Owner for such Submittals entirely or partially overlap with the applicable Owner Review Period for the Critical Submittal.

No such extension shall constitute an Owner-Caused Delay or other Relief Event or basis for any other Claim. Extensions to Owner Review Periods provided under this Section shall be limited to the amount of time Owner would have had to review the Submittals that were delivered simultaneously if such Submittals had been delivered serially without overlap of applicable Owner Review Periods.

1.8 Developer's Obligation to Coordinate

Developer shall identify and resolve conflicting comments and work collaboratively with all parties to achieve the earliest resolution possible.

1.9 Amended Submittals

If Developer determines that any Submittal previously provided to either Owner, or a Third Party or Utility Owner, or both, needs to be amended or is found to be outdated, incomplete, containing errors, or no longer sufficiently reflects Developer's Work, Developer shall revise and resubmit the Submittal for the same type of review as specified for the initial Submittal cycle. The resubmittal shall identify specific changes made since the previous Submittal was provided.

1.10 Amended Submittals

(a) Developer shall maintain a record on the PMCS of:

(i) the date and content of each Submittal provided by Developer to Owner; and

(ii) the date of Developer's receipt of Owner's response to each Submittal, and the content of such response.

(b) Developer shall provide such records to Owner upon Owner's request.

2.0 Submittal Types

2.1 Types of Owner Review

Submittals provided by Developer to Owner will consist of the following types:

(a) Submittals for information. Submittals for information do not include any deadline for Owner to respond. Owner may provide comments at any time or not at all. Owner's response may include "RECEIVED AND FILED."

(b) Submittals for comment

(i) If the Submittal is returned to Developer marked "NO COMMENTS," formal revision and resubmission of the Submittal will not be required.

(ii) If the Submittal is returned to Developer marked "ADDRESS COMMENTS – NO RESUBMITTAL REQUIRED," subject to Developer addressing Owner's comments, resubmission of the Submittal will not be required.

(iii) If the Submittal is returned to Developer marked "ADDRESS COMMENTS – RESUBMITTAL REQUIRED," Developer shall address Owner's comments and submit the revised Submittal to Owner.

(c) Submittals for acceptance or approval

(i) If the Submittal is returned to Developer marked "ADDRESS COMMENTS – RESUBMITTAL REQUIRED," the Submittal has been rejected and Developer shall address Owner's comments and submit the revised Submittal to Owner.

(ii) If the Submittal is returned to Developer marked "ACCEPTED OR APPROVED WITH COMMENTS," the Submittal has been accepted or approved, as applicable, subject to Developer addressing Owner's comments. Resubmission of the Submittal will not be required.

(iii) If the Submittal is returned to Developer marked "ACCEPTED OR APPROVED," the Submittal has been accepted or approved, as applicable, and revision and resubmission of the Submittal will not be required.

For Submittals that are subject to Owner's review, comment, acceptance or approval, Owner shall respond within the Owner Review Period. Owner's failure to respond within the Owner Review Period shall not be deemed as Owner having no comments or Owner acceptance or approval, as applicable.

For Submittals that are subject to Owner's comment, Owner reserves the right to provide comments after the Owner Review Period has expired.

Submittals are subject to Owner's comment unless either the Contract Documents or the Owner-accepted Submittal Schedule specifies a different type of review.

Developer may not proceed without receiving Owner's acceptance or approval, as applicable, of a Critical Submittal. For all other Submittals, Developer may proceed with design or other Work pending receipt of Owner's review, comment, acceptance or approval, as applicable, provided that Developer shall bear all risks, financial or otherwise, and remedy any Nonconforming Work arising from such design or other Work.

Submittals received as "Complete" in Owner's E2020 Electronic Document Control System before 4:00 p.m. (Pacific Time) are considered received that same day. Submittals received after 4:00 p.m. (Pacific Time) are considered received the next day. Review period shall commence on the day following receipt.

Review period shall end and Owner's responses will be transmitted back through its E2020 Electronic Document Control System by 4:00 p.m. (Pacific Time).

2.2 Longer / Shorter Periods Otherwise Stated

If any other provision of the Contract Documents expressly provides a longer or shorter period for Owner to act in response to a Submittal, then such period shall prevail over the time periods set forth in the definition of Owner Review Period.

2.3 Agreement on Extensions for Complex or Comprehensive Submittals

The Parties shall agree in good faith upon any necessary extensions of the review period to accommodate particularly complex or comprehensive Submittals.

2.4 Order of Priority for Simultaneous Submittals

Whenever Owner is in receipt of Submittals delivered simultaneously, Developer may provide notice to Owner including a requested order of priority for processing such Submittals. Upon receipt of such notice, Owner will use reasonable efforts to accommodate the requested order of priority; provided, however, that Owner will not be obligated to shorten the applicable Owner Review Period per Submittal.

2.5 Time Period Extensions Due to Delay

Developer shall schedule, prioritize and coordinate all Submittals to allow an efficient and orderly Submittal review process. All time periods for Owner to act under this Section 2 shall be extended by the period of any delay in Owner's review caused by any Relief Event (other than a Compensation Event under clause (a) of the definition thereof) or any act, omission, breach, fault or negligence of any Developer-Related Entity.

2.6 Request for Expedited Action

Developer may, by notice to Owner, request expedited review on a specific Submittal. Owner has no obligation to expedite review of any Submittal but upon receipt of such a request will use reasonable efforts to accommodate such request within the practical limitations (a) on availability of Owner personnel relevant to the request or (b) imposed by restrictions upon Owner's rights under agreements with Third Parties and Utility Owners. However, Owner's obligation to use reasonable efforts to accommodate such a request shall not apply with respect to any Critical

Submittal or any Submittals delivered simultaneously as contemplated in Section 2.4 (Order of Priority for Simultaneous Submittals).

3.0 Not Used

4.0 Owner Objection, Rejection Binding

4.1 Basis for Owner Decision or Comment

Any exception, objection, rejection, non-acceptance or comment by Owner shall be deemed reasonable if based on any of the following grounds:

(a) the Submittal or subject provision fails to comply, or is inconsistent, with any applicable Standards and Specifications or any covenant, condition, requirement, term or provision of the Project Management Plan or Contract Documents;

(b) the Submittal or subject provision, at a minimum, does not meet Good Industry Practice;

(c) Developer has not provided all information and documentation concerning the subject matter required under the Agreement and any additional information reasonably requested relating to the Submittal (provided that Developer may subsequently resubmit the Submittal with the required or reasonably requested content or information); or

(d) adoption of the Submittal or subject provision, or of any course of action proposed in the Submittal, would result in a conflict with or violation of any Law or Governmental Approval.

4.2 Developer Response to Owner Comments

Developer shall respond in writing to all of Owner's comments (including any exceptions, objections and rejections) relating to a Submittal and shall make modifications to the Submittal as necessary to fully reflect and resolve all such comments in accordance with the review processes in this Exhibit 11, prior to executing the Work identified in the Submittal.

4.3 Explanation for Not Accommodating or Resolving Owner Comment

If Developer does not agree that it is appropriate or necessary to accommodate or otherwise resolve any Owner comment, Developer shall, within 10 Business Days after receipt of Owner's comments, provide an explanation setting out:

(a) why modifications based on Owner's comments are not required;

(b) the facts, analyses and reasons that support Developer's conclusion; and

(c) the basis for any belief that incorporating Owner's comments or resolving exceptions, objections, rejections or disapprovals that would render the Submittal erroneous, defective or reflective of less than Good Industry Practice.

4.4 Meeting to Address Changes to Submittal; Directive Letters

Promptly following delivery of Developer's explanation under Section 4.3 (Explanation for Not Accommodating or Resolving Owner Comment), Developer shall meet with Owner with the goal of reaching agreement regarding changes to be made to the Submittal. Owner may at any time issue a Directive Letter, in which case Developer shall proceed in accordance with Owner's Directive Letter with the right to seek resolution of the Dispute under the Dispute Resolution Procedures.

4.5 Owner Notice Regarding Unaddressed Comments; Developer Response

If Developer fails to provide an explanation to Owner in accordance with Section 4.3 (Explanation for Not Accommodating or Resolving Owner Comment), Owner may deliver to Developer a notice setting out comments that have not been addressed and relevant dates for Developer to respond. If Developer fails to address such comments by the dates specified by Owner, Developer shall make all changes necessary to accommodate and resolve the comment and will be fully responsible for such changes without right to assert an Owner-Caused Delay or other basis for a Claim that Owner has assumed design or other liability.

EXHIBIT 12

TARIFF ADJUSTMENTS

1.1 General Provisions

1.1.1 The parties acknowledge that one or more Tariff Materials may be subject to Tariff Events and it is the intent of the parties that the cost impact of such Tariff Events for the Project be determined as provided in this Exhibit 12.

1.1.2 As set forth in Section 1.2 below, a Tariff Event may result in additional compensation to Developer based on the calculated Tariff Event Compensation Amount. Developer shall be responsible for maintaining, and shall cause Contractors to maintain, detailed records in connection with each Tariff Event and shall submit supporting documentation (including bills of lading showing the applicable Tariff) as part of the applicable Monthly Progress Payment invoice. To the extent that Developer fails to maintain or submit such records, Developer shall irrevocably waive and forfeit its entitlement to payment of any Tariff Event Compensation Amount (but shall remain liable for payment to Owner of any applicable Tariff Event Compensation Amount owing based on Owner's determination thereof).

1.1.3 The Tariff Event Compensation Amount payable to Developer shall be full and complete compensation to Developer for a Tariff Event and no other compensation, schedule relief or any other relief shall be available to Developer for such Tariff Event. No other provision of the Contract Documents shall be utilized to seek compensation, schedule relief or any other relief in connection with a Tariff Event or tariffs generally.

1.1.4 Developer shall have the obligation, and shall cause Contractors, to identify, avoid, minimize and mitigate adverse monetary and non-monetary impacts to the Project and to Owner in connection with an Additive Tariff Event. Developer shall immediately consult with Owner regarding the opportunities and options to minimize the effect of the Additive Tariff Event and shall take affirmative action to advance materials and supplies procurement and consider potential replacement materials and supplies and sources of affected materials and supplies to mitigate the impact of the Additive Tariff Event. Any entitlement of Developer with respect to an Additive Tariff Event shall be subject to Developer having fulfilled its obligations under this Section 1.1.4 and shall exclude any amounts that could reasonably have been avoided.

1.2 Tariff Event Adjustments

1.2.1 Notice of a Tariff Event

1.2.1.1 Developer shall provide written notice to Owner of the occurrence of any Tariff Event as soon as practicable and in any event within 14 days after the date Developer has knowledge (including knowledge of any Contractor) of the Tariff Event. Each written notice shall set forth a description of the Tariff Event, including supporting documentation (which shall include the applicable bill(s) of lading to the extent then available).

1.2.1.2 Developer shall submit to Owner a formal claim of the occurrence of any Tariff Event within 14 days after the Tariff Material Buy Out Date ("**Tariff Event Claim**"). As part of the Tariff Event Claim, Developer shall submit sufficient supporting documentation, including (a)

copies of bills of lading showing the applicable Tariff (both the rate and dollar value of the Tariff levied), (b) a detailed breakdown of calculations that support the proposed Tariff Event Compensation Amount, and (c) for any Additive Tariff Event, an explanation of all measures taken to reasonably avoid or mitigate the Tariff Event Compensation Amount. Submission of a complete Tariff Event Claim shall be a condition precedent to Owner granting any additional compensation to Developer for an Additive Tariff Event.

1.2.1.3 Within 45 days after receipt of a Tariff Event Claim submitted in full in accordance with Section 1.2.1.2 and after any updates and supplemental information requested by Owner is provided, if applicable, Owner shall issue a written determination as to the extent, if any, to which it concurs with Developer's request.

1.2.2 Tariff Event Compensation Amount

If a Tariff Event occurs, Developer shall calculate the Tariff Event Compensation Amount as part of determining the amounts, if any, payable by Owner to Developer, or to be credited to Owner, and Owner will issue a written determination in respect thereof as provided in Section 1.2.1.3 of this Exhibit 12. Each adjustment shall be documented by a Change Order, and the payment or credit thereunder shall be made as part of the Monthly Progress Payment due in the month following execution of the Change Order and verification that the subject Tariff Material has either been delivered to an insured storage facility and approved by Owner in accordance with Section 2.4.14 (Storage of Materials and Equipment) of the Technical Requirements or incorporated into the improvements:

(a) If the Tariff Event Compensation Amount in the Change Order is a positive number, Developer shall include such amount in its invoice for the applicable Monthly Progress Payment.

(b) If the Tariff Event Compensation Amount in the Change Order is a negative number, Developer shall, in its invoice for the applicable Monthly Progress Payment, deduct the Tariff Event Compensation Amount from the Monthly Progress Payment payable (and if the Monthly Progress Payment is not sufficient to fully offset the negative Tariff Event Compensation Amount, Developer shall pay the amount of the difference between the Tariff Event Compensation Amount and the Monthly Progress Payment by the same date by which the Monthly Progress Payment absent such deduction would have been payable by Owner to Developer).

Appendix 1: Tariff Material Buy Out Deadline

Tariff Material	Tariff Material Buy Out Deadline
Cement	10/28/2025
Rebar	2/3/2026
Structural steel	10/28/2025
Lumber	6/23/2026
Drywall	6/23/2026
Insulation	6/23/2026
Curtain wall and glazing	10/28/2025
Windows	10/28/2025
Plumbing pipe and fittings	10/28/2025
Mechanical equipment and ductwork	10/28/2025
Electrical wiring, panels, and fixtures	10/28/2025

EXHIBIT 13

INCREMENTAL COSTS, PERMITTED MARKUP AND OTHER PRICING TERMS

1.1 Base Incremental Costs

"**Base Incremental Costs**" means the cumulative total, without duplication, of only the following amounts, as paid or actually incurred by Contractors, as applicable, in the performance of Extra Work specifically related to, and solely attributable to, a Compensation Event (unless otherwise indicated):

(a) straight-time wages or salaries, employment insurance (workers' compensation and general liability insurance only), customary benefits such as sick leave, medical and health benefits, holiday and vacation benefits, or benefits required by collective bargaining agreements, if any, and payroll taxes, for personnel of Contractors, up to and including working foremen, who actually and directly perform the Extra Work at the Site or at fabrication sites off the Site. Personnel identified as superintendents or non-working foremen shall not be charged as labor. Such labor cost may not be increased by using labor classifications with pay grades higher than necessary to accomplish the Extra Work;

(b) overtime wages or salaries, employment insurance (workers' compensation and general liability insurance only), customary benefits such as sick leave, medical and health benefits, holiday and vacation benefits, or benefits required by collective bargaining agreements, if any, and payroll taxes for overtime work, as specifically authorized in writing by Owner's Authorized Representative for personnel of Contractors, up to and including working foremen, who actually and directly perform the Extra Work at the Site, or at fabrication sites off the Site. Personnel identified as superintendents or non-working foremen shall not be charged as labor. Such labor cost may not be increased by using labor classifications with pay grades higher than necessary to accomplish the Extra Work. The labor rates used to price the Extra Work shall comply with the State of California prevailing wage requirements. Foreman/general foreman classification may include a premium not exceeding the allowable premium in the Master Labor Agreement over the highest prevailing wage he is supervising;

(c) costs of materials and equipment which are furnished by Contractors and Suppliers and incorporated into the Extra Work, limited to (i) direct cost, including sales tax, tariffs (if and to the extent applicable), and freight, to the purchaser from the Supplier, without Supplier markup (ii) if from sources owned wholly or in part by the purchaser, costs that do not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the jobsite, whichever price is lower, (iii) if applicable, labor or labor supervision required by equipment manufacturers as part of installation for warranty or other purposes, and (iv) reasonable costs to store and maintain prior to incorporation into the Extra Work, all as approved by Owner's Authorized Representative in its good faith discretion. If, in the good faith opinion of Owner's Authorized Representative, the cost of materials is

excessive, or Developer does not furnish satisfactory evidence of the cost of such materials the such costs shall be charged at the lowest wholesale price available to Developer or Contractors, as applicable, for the quantity concerned, delivered to the Site less cash or trade discount. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to Owner and Developer shall, or shall cause the applicable Contractors to, make provisions so that they may be obtained. Cash or trade discounts available to the purchaser shall be credited to Owner notwithstanding the fact that such discounts may not have been taken by the purchaser. Owner reserves the right to furnish materials and consumable items for the Extra Work and no claim shall be made by Developer for costs and profit on such materials and consumable items;

(d) no separate payment will be made for any items already included as a part of Markup.

(e) the actual invoiced rates for necessary temporary facilities, machinery and equipment, and hand tools not customarily owned by construction workers, and for costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof, where such items are used directly in the performance of the Extra Work, provided that (i) in no event shall such rates exceed the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the Extra Work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.), as adjusted to the regional area of the Extra Work, and (ii) the rates paid for any facilities, machinery, equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the facilities, machinery, equipment or tools. Developer is responsible for including any necessary added appurtenances to equipment which would increase the basic rate for such equipment (i.e., hoe-ram, oversize bucket, etc.) as established in the Caltrans rates. The most recent published edition of the Caltrans rates in effect at the commencement of actual equipment use for the Extra Work shall be used. Rates shall be submitted to and approved in advance and in writing by Owner's Authorized Representative. The charges for any machinery, equipment and tools are subject to the further provisions set forth in Sections 1.4 (Further Provisions – Rented or Leased Machinery, Equipment and Tools) and 1.5 (Further Provisions – Machinery, Equipment and Tools Owned by Developer-Related Entities) of this Exhibit 13;

(f) the actual, reasonable cost of professional, consulting, surveying, scheduling, and design/engineering services necessary to perform the Extra Work;

(g) the cost of obtaining all Governmental Approvals or modifications or supplements thereto required as a direct result of the Extra Work, but excluding fees, fines and penalties not related to implementing the Extra Work;

(h) (i) the actual cost of any additional insurance or Payment Bonds and Performance Bonds required as a direct result of the Extra Work, and (ii) the cost

of guarantees required pursuant to Section 10.4 (Guarantees) as a direct result of the Extra Work, which cost shall not exceed 0.575% of the total Base Incremental Costs plus applicable Permitted Markup for the Extra Work, unless otherwise approved by Owner in writing;

(i) the actual, reasonable cost of third party quality assurance services necessary to perform the Extra Work; and

(j) the cost of competitively tendering any contract in relation to the Extra Work, to the extent such competitive tendering is required pursuant to the Agreement.

1.2 Not Included in Base Incremental Costs

The Base Incremental Costs shall not include costs or expenses of any kind or item not specifically included in Section 1.1 (Base Incremental Costs) of this Exhibit 13. Without limiting the foregoing, Base Incremental Costs exclude, and Owner shall have no liability to pay as part of Base Incremental Costs, interest costs of any type except interest on any debt Developer raises at Owner's request to finance Base Incremental Costs; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed amendments to the Contract Documents, Change Orders, Relief Event Notices and Relief Event Claims; costs and expenses of Dispute Resolution Procedures; lost revenue; lost profits; lost income or earnings; loss of bonding capacity; rescheduling costs; costs of idled equipment when such equipment is not at the Site or has not yet been employed on the Work; lost earnings or interest on unpaid Retainage; claims consulting costs; the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business or business opportunity; changes in taxes or increased tax rates of any kind; Non-Reimbursable Costs, and any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

1.3 Permitted Markup

The total markup for overhead and profit (the "**Markup**") as a percentage of the Base Incremental Costs shall comply with the limits set forth below:

(a) for Developer, no markups;

(b) for Contractors, 12% of the cost of that direct portion of the Extra Work to be performed by Contractors with their own forces;

(c) subject to clause (e) below, for the Design-Build Contractor, 5% of the cost of that direct portion of the Extra Work to be performed by lower tier Contractors;

(d) subject to clause (e) below, for Contractors other than the Design-Build Contractor, 3% of the cost of that direct portion of the Extra Work to be performed by lower tier Contractors; and

(e) the aggregate total markup shall not exceed 20% irrespective of the number of tiers of Contractors performing the Extra Work.

Overhead and profit encompassed by the Markup include:

(i) all insurance costs other than set forth in Section 1.1(h) above;

(ii) all field and office supervisors and assistants, including all clerical, stenographic, and general office help;

(iii) all onsite project administration, including (A) review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and (B) updating and furnishing Record Documents to incorporate changes, schedule updates and supervision not applied solely to the Work of the Change Order;

(iv) costs of training;

(v) costs of use of vehicles;

(vi) security costs;

(vii) the cost of small tools, fuel, lubricants, tool and equipment repairs, tool and equipment maintenance, consumables, drinking water, sanitary facilities, and other incidentals;

(viii) incidental job burdens, including office furniture, equipment and supplies, temporary toilets, telephones, computers, tables computers, utilities, other office services, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements;

(ix) all general home office expenses, including home office salaries;

(x) profit; and

(xi) City of Los Angeles Business Tax.

Neither Developer nor any Contractor shall have the right to a Markup of Base Incremental Costs described in Sections 1.1(f) and (g) of this Exhibit 13 or a Markup of Delay Costs.

Owner reserves the right to furnish materials, machinery, equipment and services deemed expedient for use on Extra Work. Neither Developer nor any Contractor shall have the right to a Markup for overhead or profit on the cost of such materials, equipment and services.

Any change in the Work involving both extras and credits shall show a net total cost. If the net total cost is an extra, the Markup shall be applied to the net total cost. If the net total cost is a credit, no Markup shall be applied. If a credit is due to reduction in unit price quantity, the credit shall include corresponding reduction of the Markup.

1.4 Further Provisions – Rented or Leased Machinery, Equipment and Tools

This Section applies to machinery, equipment and tools rented or leased (including lease with

purchase option) in arm's length transactions from Third Parties. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the machinery, equipment or tools.

(a) In no event shall the rented or leased machinery or equipment rate billed to Owner be at rates exceeding those prescribed in the following table:

Actual Usage (Extra Work & Original Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

Developer shall be paid the actual invoiced, rented or leased rates provided that the invoice lease or rental rates do not exceed the Caltrans rates.

(b) Actual machinery and equipment use time and hours of operation documented by Owner or to Owner's satisfaction shall be the basis for determining the time that the equipment is utilized on the Extra Work. In addition to the lease or rental rate, machinery or equipment operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans rates.

(c) For multiple shift work sequences, the allowable machinery or equipment operating rate for shifts beyond the first shift shall not exceed 50% of the base operating rate.

(d) Idle machinery and equipment is machinery and equipment on Site and necessary to perform the Extra Work, but periodically not in actual use due solely to the impact of the Extra Work. Machinery and equipment lease or rental costs due to idle time, documented either by Owner or to Owner's satisfaction, shall be paid at the rate determined in Section 1.4(a) above. Idle lease or rental time shall include a reasonable time allowance for transport to and from the Site, but only if the machinery or equipment is required and used solely for the Extra Work. No hourly operating cost will be paid when the machinery or equipment is idle.

(e) Rental time will not be allowed while machinery or equipment is idled or inoperative due to breakdowns, routine maintenance or other Contractor controlled or planned down time.

(f) Payment for machinery, equipment or tools shall be limited to hours actually used on the Extra Work if the item is already on Site for the Work. No "standby" or idle time will be paid for machinery or equipment already on Site for the Work.

(g) If machinery, equipment or tools are used intermittently and, when not in use, could be returned to the source at less expense than holding it at the Site, it shall be returned, unless Developer elects to keep it at the Site at no expense to Owner.

(h) The charges for any machinery, equipment and tools shall cease when the use thereof is no longer necessary for the Extra Work.

(i) All machinery, equipment and tools shall be in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Extra Work.

(j) Machinery and equipment use hours shall be recorded and charged to the nearest one-half hour.

(k) Developer shall provide Owner with the following additional information for machinery or equipment: the manufacturer's name; machinery or equipment type; year of manufacture; model number; type of fuel used; horsepower rating; attachments required/used; size or capacity; and any other information necessary to determine the Base Incremental Costs.

(l) No payment shall be due for small tools or equipment of any Contractor with a replacement value of $1,000 or less for each.

1.5 Further Provisions – Machinery, Equipment and Tools Owned by Developer-Related Entities

This Section applies to machinery, equipment and tools owned by any Developer-Related Entity or any Third Party where Section 1.4 (Further Provisions – Rented or Leased Machinery, Equipment and Tools) does not apply; provided that no compensation shall be due for that owned by Developer.

(a) The costs shall not exceed the total hourly costs as set forth in the Caltrans rates. The hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the operating cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour will be paid for each hour the equipment actually performs the Extra Work. Developer shall prepare daily records listing the equipment units and their respective operators, identification code, and actual usage on the Extra Work. Such daily records, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by Owner's Authorized Representative, shall be the record upon which actual equipment use on Extra Work shall be based. One-half the Ownership Cost (as defined in the Caltrans rates) will be deducted for second and third shifts.

(b) If the machinery, equipment or tool is not listed in the Caltrans rates, costs may be derived from the Associated General Contractors' American Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers, as adjusted appropriately for the type of Work and use and the regional area of the Work under the Agreement.

(c) Payment shall be made for machinery and equipment necessary to be on the Site to complete the Work, but not in actual use due solely to the impact of the Extra Work, provided that its presence and necessity on the Site has been documented by Owner or to Owner's satisfaction, and further provided that the equipment was idled solely by reason of the Extra Work. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the Project - usually eight hours per day or 40 hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed for second or third shifts.

(d) No payment shall be due for time machinery or equipment is idled or inoperative due to breakdowns, routine maintenance or other Developer or Contractor controlled or planned down time.

(e) If machinery, equipment or tools are used intermittently and, when not in use, could be returned to the source at less expense than holding it at the Site, it shall be returned, unless Developer elects to keep it at the Site at no expense to Owner.

(f) The charges for any machinery, equipment and tools shall cease when the use thereof is no longer necessary for the Extra Work.

(g) All machinery, equipment and tools shall be in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Extra Work.

(h) Machinery and equipment use hours shall be recorded and charged to the nearest one-half hour.

(i) Developer shall provide Owner with the following additional information for machinery or equipment: the manufacturer's name; machinery or equipment type; year of manufacture; model number; type of fuel used; horsepower rating; attachments required/used; size or capacity; and any other information necessary to determine the Base Incremental Costs.

(j) No payment shall be due for small tools or equipment with a replacement value of $1,000 or less for each.

1.6 Lump Sum

Owner may elect to price Extra Work on a lump sum basis. Upon request, Developer shall submit a lump sum price proposal. The lump sum price proposal shall be broken down into and incorporate only the categories of Base Incremental Costs and categories of Markup necessary to furnish, install and complete the Extra Work together with a proposed reasonable, transparent contingency based on material risks affecting the Extra Work. Developer's breakdown of the proposed lump sum costs shall be in such detail as Owner finds satisfactory. Developer's proposed lump sum shall conform to all other requirements of the Contract Documents, including requirements for Relief Event Notices, Relief Event Claims and Change Proposals, as applicable.

1.7 Unit Prices

Owner may elect to use unit prices for determining the Incremental Costs for Extra Work. If the Extra Work results in an increase or decrease in the original quantity of more than 25%, then either Party may request a review of the unit price to determine if a new unit price is appropriate. Any new unit price mutually determined under this subsection shall only apply to the units in excess of 125% of the original unit quantity for overruns. In case of underruns, the new mutually determined unit price shall only apply to the units up to 75% of the original unit quantity. When the final quantity is less than 75% of the original unit quantity, the total payment for that item shall not be more than 75% of the bid quantity times the original unit price. Any build up of a new unit price shall take into account and include only the Base Incremental Costs necessary to furnish, install and complete the Extra Work. The unit prices used shall constitute the total adjustment, with no further costs or credits owed for the components of the Extra Work to which the unit prices pertain.

Unless otherwise stipulated, unit prices include all costs necessary to furnish, install and complete the Work. The unit prices include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes review and coordination, estimating, engineering, scheduling, and expediting relative to the Extra Work, and updating and furnishing Record Documents to incorporate changes, schedule update, supervision not applied solely to the Extra Work, home office salaries and expenses, and City of Los Angeles Business Tax.

1.8 Time and Materials

Owner may elect to pay for Extra Work on a time and materials basis. The following provisions will apply to the time and materials method of payment.

(a) Eligible costs shall be limited to those that conform to Base Incremental Costs and Markup.

(b) Unless otherwise stipulated in a time and materials Change Order, the “Not-to-Exceed” amount is $25,000. Developer is responsible for tracking costs and for notifying Owner in writing when costs approach 50% and 75% of the “Not-to-Exceed” amount set forth in the time and materials order for the Extra Work. In addition, if the Extra Work cannot be completed within the “Not-to-Exceed” limit, Developer shall notify Owner in writing, and in a timely manner, that the limit requires an increase. Owner will only reimburse eligible costs up to the “Not-to-Exceed” amount.

(c) Developer shall notify Owner’s Authorized Representative at the beginning of each day when time and materials Extra Work is to be performed. Developer shall notify Owner’s Authorized Representative of the time and materials Extra Work being performed and describe the personnel involved, whether by Developer

forces or by its Contractors, at any tier. Failure to notify Owner's Authorized Representative prior to the start of time and materials Extra Work serves as Developer's waiver to claim for compensation on that day.

(d) For each day that the time and materials Extra Work is performed, Developer shall submit a "Daily Report of Time and Material Work" to Owner's Authorized Representative. The "Daily Report" consists of Bureau of Contract Administration Form BCA-165 for labor supplied, and Form BCA-166 for machinery, equipment and materials supplied. Owner's Authorized Representative will only consider forms that are properly completed as described below.

(i) Separate forms must be used for labor and for equipment/materials.

(ii) Labor, equipment, material or expenditures that are not included on Bureau of Contract Administration Forms BCA-165 and/or BCA-166 are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of Developer to include any and all items of labor, machinery, equipment or material for which it requests compensation for each day's work completed.

(iii) Information required on the Labor form shall include name of personnel, personnel classification, and the number of hours worked only on the Extra Work for the day being reported. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by the Project Labor Agreement or otherwise approved by Owner's Authorized Representative. The general foreman rate is eligible for payment only during the time that a general foreman is required for the time and materials Extra Work.

(iv) Information required on the Equipment/Material form shall include machinery, equipment and tools owned by any Developer-Related Entity, and rented or leased machinery, equipment or tools for which compensation is requested. Information shall include the type and size of machinery or equipment, machinery or equipment identification number, appurtenances, and the number of hours worked only on the Extra Work.

(v) Allowable materials are limited to materials only for the Extra Work that are incorporated into the Extra Work or that are delivered to the Site or other storage location that meets the terms and conditions required by the Technical Requirements. The allowable materials shall be listed on the Equipment/Material form for the day that they are incorporated into the Extra Work or delivered to the Site or other storage location.

(vi) Delivery tickets or bills of lading for rented or leased machinery, equipment and tools for the day being reported must be attached with the Daily Report for that day. No payment will be allowed for materials or rented or leased machinery, equipment and tools unless receipts or bills of lading are

attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to Owner's Authorized Representative, then Owner may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the Extra Work was being performed.

(vii) Failure to submit the required "Daily Report of Time and Material Work" by the close of the next Business Day shall waive all rights for that day unless otherwise approved by Owner's Authorized Representative. Any time and materials Extra Work that cannot be substantiated by a "Daily Report", approved and signed by Owner's Authorized Representative, is ineligible for payment.

(viii) Developer is responsible for preparing and delivering to Owner's Authorized Representative on time the "Daily Report" for the time and materials Extra Work performed by its Contractors.

(ix) Developer must have each "Daily Report" verified by Owner's Authorized Representative. After the "Daily Report" is approved by Owner's Authorized Representative, both Developer and Owner's Authorized Representative shall sign the "Daily Report." The original "Daily Report" is to be retained by Owner's Authorized Representative with a copy provided to Developer and the Design-Build Contractor.

(x) When the "Daily Report" is signed by Owner's Authorized Representative and Developer, it is binding on Developer and its Contractors.

(xi) When agreed to by Owner's Authorized Representative, Developer may submit a supplemental "Daily Report" for labor, materials, machinery, equipment or tools for which Developer requests compensation, but failed to list on the original "Daily Report." These supplemental forms shall be marked "SUPPLEMENTAL." Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two Business Days following the date when the Extra Work was performed.

(xii) No payment will be allowed for labor, materials, machinery, equipment or tools included in Daily Reports not signed by Developer and Owner's Authorized Representative. Payment will not be allowed for labor, materials, machinery, equipment or tools included on Daily Reports signed by anyone other Owner's Authorized Representative or his or her immediate supervisor.

(e) For each order for time and materials Extra Work, Developer shall on a weekly basis submit an approximate accounting of the amount expended on such Extra Work to date and an estimate of the impact (if any) to the time of performance of the Work.

(f) Owner will make progress payments for time and materials Extra Work only if the

anticipated cost of such Extra Work is in excess of $100,000 or the time to perform the Extra Work will exceed two months duration.

(g) To receive payments for time and materials Extra Work, Developer shall submit to Owner an invoice of the Daily Reports that were verified by Owner's Authorized Representative, with details and documents, verifying actual eligible Incremental Costs incurred for such Extra Work. Invoices shall be submitted within 30 days after the time and materials Extra Work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by Owner.

(h) If materials used on the Extra Work are not specifically purchased from a Third Party for such Extra Work but are taken from the stock of any Developer-Related Entity or Affiliate, then, instead of invoices, the statements must contain or be accompanied by an affidavit of Developer certifying that such materials were taken from stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the applicable Developer-Related Entity or Affiliate. For transportation costs of materials taken from the stock of any Developer-Related Entity or Affiliate, Developer shall include certified payroll records. All such costs for materials from the stock of any Developer-Related Entity or Affiliate shall be subject to Owner's approval.

1.9 Delay Costs

(a) "**Delay Costs**" means, subject to Section 14.1.5.1 of the Agreement and Sections 1.9(b) and (c) of this Exhibit 13, the direct cost to Contractors of actual idle labor and equipment, extended overhead, additional storage costs, and labor and material cost escalation directly attributable to a Relief Event Delay. Delay Costs do not include:

(i) any costs and damages, direct or indirect, incurred by Developer in connection with Relief Events;

(ii) any damages or penalties owing to a Third Party;

(iii) any Markup by Developer or any Contractor for overhead or profit;

(iv) indirect costs and expenses of Developer or any Contractor, including home office extended overhead and indirect costs of idled labor or idled equipment;

(v) unallowable costs under the Federal Acquisition Regulation;

(vi) any costs that Developer or a Contractor could reasonably mitigate; or

(vii) any costs of delay incurred by any Contractor to the extent a Delay to the Critical Path caused by a Compensation Event is concurrent with any Delay to the Critical Path that is not caused by a Relief Event.

(b) Delay Costs will be determined for the actual normal working time during which

the Relief Event Delay exists, but in no case will exceed eight hours in any 24-hour day or 40 hours in a week.

(c) Compensation for the direct cost of the actual idle time of labor will be determined in the same manner as provided in Section 1.1 (Base Incremental Costs) of this Exhibit 13. For recovery of this type of cost, however, Developer's daily reports must show that the workers were on Site, were unable to perform their work and could not have been shifted to other tasks or jobs.

(d) Compensation for the direct cost of the actual idle time of machinery and equipment will be determined in the same manner as set forth in Section 1.4 (Further Provisions – Rented or Leased Machinery, Equipment and Tools) or 1.5 (Further Provisions – Machinery, Equipment and Tools Owned by Developer-Related Entities) of this Exhibit 13, as applicable, only for idle time due solely to the impact of the Relief Event Delay, and subject to the following:

(i) when Extra Work Costs for rental of machinery or equipment are accruing under the provisions in Section 1.1(d) above, Delay Costs shall not include machinery or equipment rental costs for such machinery and equipment; and

(ii) if Owner determines that idle machinery or equipment should not remain on the Site during a delay, then Owner will compensate the actual, reasonable costs, without Markup, to: (A) demobilize the machinery or equipment during the delay period; and (B) remobilize the machinery or equipment at the end of the delay period. Compensation for idle machinery or equipment will not be paid while the subject machinery or equipment is demobilized from the Site during a delay period.

(e) Compensation for Delay Costs comprising daily field office overhead is subject to the following provisions.

(i) Daily field office overhead costs are limited to those incurred by the Design-Build Contractor.

(ii) As a further condition to the right to such additional compensation, Developer shall submit a detailed listing of the time-related daily field office overhead cost components incurred by the Design-Build Contractor. The individual cost components shall represent costs that have been or will be incurred or increased as a sole or direct result of the Relief Event Delay. This listing may only include onsite project management, supervision, engineering, and clerical salaries; onsite office utilities and rent; onsite company vehicles and their operating expenses; site maintenance and security expenses.

(iii) Daily field office overhead costs that are unaffected by the increased time or time extension attributable to the Relief Event Delay shall not be allowable costs of the daily field office overhead rates. These excluded cost components include acquisition and installation of plant, stationary

equipment, temporary construction facilities, utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading, and fencing; and mobilization and demobilization expenses.

(iv) The listing of the daily field office overhead cost components described above must be based on the Design-Build Contractor's actual field office overhead costs. This listing must be submitted with the first submission of either a Relief Event Claim for Delay Costs or a Change Proposal that includes Delay Costs.

(v) If the Design-Build Contractor's time related daily field office overhead cost changes (whether it increases or decreases) for subsequent compensable Delay Costs, then Developer shall submit a new daily field office overhead rate based on the Design-Build Contractor's time related daily field office overhead costs at the time of the subsequent Relief Event Delay.

(vi) If Work under a Change Order is performed during a compensable Relief Event Delay, any daily field office overhead costs included in that Change Order shall be deducted from the compensation owed for additional daily field office overhead during the same time period.

(vii) The daily field office overhead rate shall be multiplied by the number of days the Substantial Completion Deadline or Final Completion Deadline, as applicable, is to be extended, and shall then be added to the allowable Delay Costs and related Change Order.

(viii) The derivation of an extended home office overhead rate and its application to time extensions shall not be allowed.

1.10 Methodology for Determining Incremental Costs

(a) The cost summary, cost breakdowns and requests for Incremental Costs reimbursement submitted by Developer with respect to Relief Event Claims (including Delay Costs, if any) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable Incremental Costs associated with each claimed Relief Event.

(b) Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate Developer's Incremental Costs (including Delay Costs, if any) based on the difference between Developer's total actual Project or line item costs (with or without fee) and its original pricing for the Project or any original pricing line item.

(c) In connection with the foregoing, Developer represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records

that will reflect the actual costs incurred or saved for each individual item of Extra Work, change, addition or deletion (including Delay Costs, if any, and the cumulative impact of each extra, change, addition or deletion on other parts of the Work).

EXHIBIT 14

KEY CONTRACTS AND KEY PERSONNEL

14A Key Contract Provisions

14B Key Contractors and Additional Contractors

14C Key Personnel Requirements

14D Key Personnel Commitments

EXHIBIT 14A

KEY CONTRACT PROVISIONS

1. Each Key Contract shall:

(a) Include a covenant to maintain all licenses required by applicable Law;

(b) Require the Key Contractor to carry out its scope of work in accordance with applicable requirements of the Contract Documents, the Governmental Approvals, applicable Law, and plans, systems and manuals developed and used by Developer under the Contract Documents;

(c) Set forth representations, warranties, guaranties and liability provisions of the Key Contractor appropriate for work of a similar scope and scale;

(d) Expressly state that all warranties and guaranties remaining in effect upon the expiration of the term of the Agreement or earlier termination of the Agreement, whether express or implied, shall inure to the benefit of and be enforceable by Owner, its successors and assigns, and any Third Parties for whom Work is being performed;

(e) Set forth a standard of professional responsibility or a standard for commercial practice (as applicable) equal to or better than the requirements of the Contract Documents and in accordance with Good Industry Practice for work of similar scope and scale;

(f) To the extent applicable, if not obtained by Developer, require the Key Contractor to provide Payment Bond(s) and Performance Bond(s) as required under Section 10.2 (Payment and Performance Security) of the Agreement before commencement of any work by or on behalf of the Key Contractor, and expressly require such Key Contractor to provide any surety notices of loss or potential loss to Developer and Owner;

(g) Preclude demobilization or termination by the Key Contractor unless and until it delivers to Owner notice of the other contracting party's breach or default under such Key Contract and such breach or default has not been cured within the later of the cure period stated in the Key Contract or 60 days after Owner receives notice of such default;

(h) Prohibit suspension of performance by the Key Contractor, except due to a failure by the other contracting party to pay an undisputed amount when due, provided that the Key Contractor may not suspend performance for such non-payment unless and until the Key Contractor has delivered to Owner notice of the failure to pay and such failure has not been cured within the later of the cure period stated in the Key Contract and 60 days after Owner receives notice of such non-payment. If the Key Contract grants the Key Contractor rights to suspend performance and terminate the Key Contract due to any non-payment of undisputed amounts, then it shall also include the following:

(i) if the Key Contractor initiated suspension prior to the effective date of assignment from Developer to Owner, the Key Contractor may (A) continue such suspension thereafter until cure of such non-payment, and (B) terminate the Key Contract according to its terms unless such non-payment is cured within the later of the cure period stated in the Key Contract or 60 days after Owner receives from the Key Contractor all prior notices, claims and related documentation regarding the undisputed unpaid amount; and

(ii) if the Key Contractor has not initiated suspension prior to the effective date of assignment from Developer to Owner, the Key Contractor may initiate suspension of performance thereafter, and terminate the Key Contract according to its terms, only if the pre-assignment non-payment of undisputed amounts is not cured within the later of the cure period stated in the Key Contract or 60 days after Owner receives from the Key Contractor all prior notices, claims and related documentation regarding the undisputed unpaid amount;

(i) Prohibit assignment or novation by the Key Contractor without Developer's and Owner's prior written consent, provided that this provision shall not prohibit subcontracting of portions of the Work to qualified Subcontractors;

(j) Include the requirements and provisions in the Agreement applicable to Contractors regarding title to and other Intellectual Property rights and licenses and delivery of or access to IP Materials;

(k) Require the Key Contractor to participate in meetings between Developer and Owner concerning matters pertaining to such Key Contractor, its work or the coordination of its work with other Contractors in accordance with direction to such Key Contractor provided by Developer or other party to the Key Contract, provided that Owner retains authority to give such direction or take such action as in its good faith discretion is necessary to remove an immediate and present threat to the safety of life or property, subject to all other terms and conditions of the Agreement;

(l) Require the Key Contractor to participate in, be subject to, provide materials and information in response to discovery requests, and give evidence in any dispute resolution proceeding under Article 18 (Dispute Resolution Procedures) of the Agreement, if such participation is requested by either Owner or Developer;

(m) Without cost to Developer or Owner, permit assignment to Owner or its successors, assigns or designees of all Developer's or other contracting party's rights under the Key Contract (with such assignment to include the benefit of all Key Contractor warranties, indemnities, guarantees and professional responsibility), contingent only upon delivery of notice from Owner following the Termination Date, allowing Owner or its successor, assign or designee to obtain the benefit of Developer's or other contracting party's rights with liability only for those remaining obligations of Developer or the other contracting party accruing after the date of delivery of said notice from Owner, without extinguishing or limiting (i) the Key Contractor's rights available to it under the Key Contract to the extent there remains outstanding defaults or breaches under the Key Contract, or

(ii) existing claims of the Key Contractor against Developer or the corresponding Claims of Developer against Owner;

(n) Expressly state that any acceptance of assignment of the Key Contract by Owner, or its successors, assigns or designees shall not operate to make the assignee responsible or liable for any breach of the Key Contract by Developer or for any amounts due and owing under the Key Contract for work or services rendered before acceptance of the assignment;

(o) Expressly include the Indemnified Parties as indemnitees, with direct right of enforcement, in any indemnity given by the Key Contractor under the Key Contract;

(p) Except to the extent of stop notice rights under State law, expressly include an acknowledgement that the Key Contractor has no right or claim to any lien or encumbrance upon the Project and Site for failure of the other contracting party to pay amounts due the Key Contractor, and a waiver of any such right or claim that may exist at Law or in equity;

(q) Expressly include the right of Developer to terminate the Key Contract in whole or in part upon any termination of the Agreement without liability of Owner related to such termination, such as but not limited to the Key Contractor's lost profits or business opportunity, except to the extent of Owner liability to Developer, if any, as set out in Article 17 (Termination) of the Agreement;

(r) Not contain any terms that do not comply or are inconsistent with the terms of the Contract Documents;

(s) Include:

(i) a covenant acknowledging that upon receipt of written notice from Owner, Owner is entitled to exercise step-in rights with respect to the Key Contract (where Owner is also exercising its step-in rights under Section 16.2.4 (Owner Step-in Rights) of the Agreement), without any necessity for a consent or approval from Developer or the making of a determination whether Owner validly exercised its step-in rights, and

(ii) a waiver and release by Developer of any claim or cause of action against the Key Contractor arising out of, relating to or resulting from its recognition of Owner's step-in rights in reliance on any such written notice from Owner;

(t) Include a covenant that will survive termination of the Key Contract obligating the Key Contractor to promptly execute and deliver to Owner or its successor, assign or designee a new contract between the Key Contractor and Owner or its successor, assign or designee on the same terms as the Key Contract, if (i) the Key Contract is rejected by Developer in bankruptcy or is wrongfully terminated by Developer and (ii) Owner delivers a request for such new contract within 60 days following termination of the Key Contract;

(u) Include a covenant that will survive termination of the Key Contract to the effect that if the Key Contractor was a party to an escrow agreement for an IP Escrow and Developer terminates it, then the Key Contractor also shall execute and deliver to Owner, concurrently with such new contract, a new escrow agreement on the same terms as the terminated escrow agreement, and shall concurrently make the same deposits to the new IP Escrow as made or provided under the terminated escrow agreement. The obligation to include the same terms in each such new contract (including new IP Escrows) is subject to the following exceptions: (i) terms of a Key Contract or IP Escrow agreement rendered moot or inapplicable solely due to change in the identity of the contracting party; and (ii) terms of a Key Contract that must be adjusted due to schedule delay caused solely by Developer's rejection in bankruptcy or wrongful termination;

(v) Require the Key Contractor to (i) maintain usual and customary Books and Records for the type and scope of operations of business in which it is engaged and retain such Books and Records for the period stated in Section 21.1.1(e) of the Agreement or other applicable period specified in the Contract Documents, (ii) permit audit of Books and Records by Owner on the terms set forth in Section 21.2 (Audits) of the Agreement and (iii) provide progress reports to Developer appropriate for the type of work it is performing sufficient to enable Developer to furnish reports under the Agreement;

(w) Include a right of inspection for Owner, or Owner's designee(s), consistent with Owner's inspection rights under the Contract Documents; and

(x) Provide that any purported amendment or inclusion of provisions contrary to the requirements of this Exhibit 14A, without the prior written consent of Owner, shall be null and void.

2. The Design-Build Contract shall also comply with the following:

(a) All Work of design and construction, and all related covenants, obligations, warranties, conditions and restrictions set forth in the Contract Documents, including obligations to pay liquidated damages, to insure and to indemnify, and all risks of Developer under the Contract Documents, shall be passed through to the Design-Build Contractor and expressly included in such Key Contract on a back-to-back basis, without any limitation on liability or consequential damages greater than those set forth in the Agreement. For clarity, the foregoing does not apply to Section 11.2 (Development Fee) of the Agreement pertaining to the Development Fee. This Section 2 supersedes any conflicting provisions required under Section 1 above;

(b) The Design-Build Contract, in addition to prohibiting assignment, shall prohibit, without the consent of both Developer and Owner, (i) any assignment, mortgage, pledge, encumbrance, conveyance, sale or other transfer or termination of equity interest in the Design-Build Contractor and (ii) any change of control of the Design-Build Contractor. For this purpose, "change of control" has the same meaning as Change of Control, but with reference to the Design-Build Contractor and its equity members; and

(c) The Design-Build Contract shall expressly state that consent to assignment, transfer of equity interest or change of control of the Design-Build Contractor shall be in the sole discretion of Developer and Owner.

EXHIBIT 14B

KEY CONTRACTORS AND ADDITIONAL CONTRACTORS

Key Contractors

Role	Key Contractor
Design-Build Contractor and Lead Contractor	PCL Webcor A Joint Venture, an unincorporated joint venture
Lead Designer	Populous Architects, P.C.
Management and financial services	Plenary Americas USA Ltd
Mechanical & Plumbing	Murray Plumbing and Heating Corporation DBA Murray Company
Electrical	Rosendin Electric, Inc.
Fire Protection	Cosco Fire Protection Inc DBA Cosco Fire Protection

Additional Contractors

Role	Additional Contractor
Structural engineer	Magnusson Klemencic Associates
Building systems (MEP), life safety and technology consultant	Henderson Engineers
Interior design consultant	Chu + Gooding Architects
Life safety	Howe Engineers
Landscape consultant	OLIN
Landscape consultant	Chee Salette
Landscape consultant	Perkins + Will

EXHIBIT 14C

KEY PERSONNEL REQUIREMENTS

1. Key Personnel

1.1 Developer shall provide individuals meeting the requirements of each Key Personnel position defined in this Exhibit 14C.

1.2 Developer shall prepare, submit to Owner, and maintain a Key Personnel register that includes the resumes, references and commitment statements of Key Personnel. Once approved by Owner, Key Personnel shall not be changed or replaced without Owner's concurrence as evidenced by documented review and acceptance of a replacement in advance.

1.3 Developer shall submit to Owner resumes, verifiable references and commitment statements for any proposed replacement of Key Personnel. Owner will respond within 30 days after receiving such request. Owner reserves the right to interview replacement Key Personnel candidates prior to their acceptance.

1.4 Developer shall provide three references for any proposed replacement of Key Personnel with the individual's qualifying work, competently performed on representative projects within the past 10 years, and shall include references from previous owners, clients, or employers and include the name, position, company, or agency and current postal and email addresses and phone numbers for each such reference.

1.5 Where Key Personnel are required to be located at the Site, such requirement is deemed inclusive of location at the offices referred to in Section 2.4.3 (Project Office) of the Technical Requirements.

1.6 An individual may hold only one Key Personnel position, except as otherwise authorized by Owner in writing, in its sole discretion.

1.7 Owner may, in its sole discretion, waive any of the requirements for a Key Personnel position defined in this Exhibit 14C for a particular individual. Any such waiver shall not constitute a waiver of Owner's right to enforce such requirements for any proposed replacements for such Key Personnel position.

1.8 Notwithstanding anything to the contrary in Section 9.8 or this Exhibit 14C, those individuals identified by name in Exhibit 14D shall be deemed approved by the Owner.

2. Project Executive

2.1 The Project Executive shall have the authority to make binding decisions on behalf of Developer throughout the term of the Agreement and shall have overall responsibility for ensuring that the Project is delivered by Developer in accordance with the terms and conditions of the Contract Documents.

2.2 The Project Executive shall have, at a minimum, 15 years of relevant experience in a project executive or similar lead role on at least two buildings infrastructure projects, each with a capital construction cost of not less than $500 million.

3. Developer Project Manager

3.1 The Developer Project Manager shall have responsibility for the prosecution of the Work on behalf of Developer. The Developer Project Manager shall be located at the Site, on an as-needed basis or when reasonably requested by the Owner from the Effective Date through the Final Completion Date.

3.2 The Developer Project Manager shall have, at a minimum, 10 years of relevant buildings infrastructure project experience in a senior position within an organization where they had responsibility for:

(a) At least two design-build or P3 projects, each with a capital construction cost of at least $500 million; and

(b) Integrating design and construction on at least one project of similar complexity.

4. Engineer(s) of Record

4.1 Each Engineer of Record (EOR) shall have a bachelor's degree or equivalent diploma from an accredited educational institution and shall be a currently licensed professional engineer registered under the laws of the State of California. Engineer(s) of Record shall have, at a minimum, 10 years of experience, in a lead design role, on at least two projects of similar scope and complexity; each with a capital construction cost of not less than $500 million, completed within the last 10 years.

4.2 An EOR may also serve in the role of the Design Manager subject to demonstration of his/her qualifying experience and competence to Owner's satisfaction.

4.3 EOR(s) shall be located at the Site for as long as required to coordinate with Developer's design-build team members and to ensure that the Work is constructed in accordance with the Design Documents.

5. Architect(s) of Record

5.1 Every Architect of Record (AOR) shall have a bachelor's degree or equivalent diploma from an accredited education institution and each individual shall be a currently licensed architect registered under the laws of the State of California. AOR(s) shall have, at a minimum, 15 years of experience in a lead design role on at least two projects of similar scope and complexity; each with a capital construction cost of not less than $500 million, completed within the last 10 years.

5.2 An AOR may also serve in the role of the Design Manager subject to demonstration of his/her qualifying experience and competence to Owner's satisfaction. Architect(s) of Record shall be located at the Site for as long as required, to coordinate with Developer's design-build team members and to ensure the Work is compliant with the Contract Documents.

6. Design Manager

6.1 The Design Manager is responsible for managing and overseeing the Design Work on behalf of Developer. The Design Manager shall have a bachelor's degree or equivalent and be a licensed professional engineer or architect, registered under the laws of the State of California.

6.2 The Design Manager shall have relevant experience on at least two design-build or P3 projects, each with a capital construction cost of not less than $500 million. The Design Manager shall have at least 10 years of relevant design, supervisory and management experience.

6.3 The Design Manager shall be located at the Site, as needed, and serve in this role full-time from the Effective Date until all major design milestones are completed, and upon request by Owner, shall remain available through the Final Completion Date.

7. Pre-Construction Manager

7.1 The Pre-Construction Manager is responsible for managing and overseeing all work and services that are preparatory to commencing construction, including design development and optimization, subcontract procurement, surveying, site investigations, utility investigations, scheduling, permitting, cost estimation, budgeting, and third party coordination. The Pre-Construction Manager shall have a bachelor's degree or equivalent and be a licensed professional engineer or architect, registered under the laws of the State of California or with equivalent years of similar experience.

7.2. The Pre-Construction Manager shall have previous relevant experience on at least two design-build or P3 projects, each with a capital construction cost of not less than $500 million. The Pre-Construction Manager shall have at least five years of relevant supervisory and management experience.

7.3 The Pre-Construction Manager shall be located at the Site, as needed or requested by Owner, and serve in this role full-time from the Effective Date until all of the conditions set forth in Exhibit 15B (Conditions to NTP 2) have been satisfied.

8. Quality Assurance Manager

8.1 The Quality Assurance Manager is responsible for managing and overseeing all quality-related activities other than quality control for the Work, including quality assurance and quality improvement. The Quality Assurance Manager shall, in conjunction with the Design Quality Control Manager and Construction Quality Control Manager, establish and ensure compliance with the Quality Management Plan.

8.2 The Quality Assurance Manager shall act independently from Developer's and Design-Build Contractor's staff and the duties of such staff associated with the execution of the Work.

8.3 The Quality Assurance Manager's authority shall be independent of the Project Executive's authority and shall be equivalent to the Project Executive's authority with respect to assuring quality results.

8.4 The Quality Assurance Manager shall report to Owner on the performance of, and compliance with, Developer's management and quality plans.

8.5 The Quality Assurance Manager shall:

(a) have a bachelor's degree or equivalent;

(b) have, at a minimum, 5 years of relevant quality management experience on at least two design-build or P3 projects, each with a capital construction cost of not less than $500 million; and

(c) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

8.6 The Quality Assurance Manager shall have undertaken training in the use and application of internationally recognized quality programs.

8.7 The Quality Assurance Manager shall serve in this role full-time and exclusively for the Project from the Effective Date through the Substantial Completion Date. The Quality Assurance Manager shall be located at the Site from the Effective Date through the Final Completion Date, provided that, upon request by Owner, the Quality Assurance Manager shall continue to serve in this role following the Final Completion Date until all Disputes and Claims have been resolved.

9. Construction Project Manager

9.1 The Construction Project Manager is responsible for managing and overseeing the activities of construction on behalf of the Contractor, from pre-construction to Final Completion. The Construction Project Manager shall have a bachelor's degree in construction management or equivalent and be a licensed professional engineer or architect, registered under the laws of the State of California or with equivalent years of similar experience.

9.2 The Construction Project Manager shall have, at a minimum, 15 years of relevant experience as a project/construction manager on at least two projects or projects of similar complexity, each with a capital construction cost of not less than $500 million.

9.3 The Construction Project Manager shall be located at the Site from and after the date of issuance of NTP 2 and serve in this role full-time and exclusively for the Project from the Effective Date through the Final Completion Date, provided that, upon request by Owner, the Construction Project Manager shall continue to serve in this role following the Final Completion Date until all Disputes and Claims have been resolved.

10. Design Quality Control Manager

10.1 The Design Quality Control Manager is responsible for managing and overseeing all quality-related activities other than quality assurance for the Design Work, including quality control and quality improvement. The Design Quality Control Manager shall, in conjunction with the Construction Quality Control Manager, establish and ensure compliance with the Quality Management Plan.

10.2 The Design Quality Control Manager shall act independently from Developer's and Design-Build Contractor's staff and the duties of such staff associated with the execution of the Work.

10.3 The Design Quality Control Manager's authority shall be independent of the Project Manager's authority and shall be equivalent to the Project Manager's authority with respect to controlling quality results.

10.4 The Design Quality Control Manager shall report to superiors above the level of the Project Manager, and to Owner, on the performance of, and compliance with, Developer's management and quality plans.

10.5 The Design Quality Control Manager shall serve in this role full-time and exclusively for the Project from the Effective Date until the Design Work is complete, provided that, upon request by Owner, the Design Quality Control Manager shall continue to serve in this role through the Final Completion Date.

10.6 The Design Quality Control Manager shall:

(a) have a bachelor's degree or equivalent;

(b) have, at a minimum, 10 years of relevant quality management experience on at least two design-build or P3 projects, each with a capital construction cost of not less than $500 million; and

(c) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

10.7 The Design Quality Control Manager shall have undertaken training in the use and application of internationally recognized quality programs, including the application of ISO 9001.

11. Construction Quality Control Manager

11.1 The Construction Quality Control Manager is responsible for managing and overseeing all quality-related activities for the Construction Work, including quality control, quality improvement and materials testing or prefabrication works, as required. The Construction Quality Control Manager shall, in conjunction with the Design Quality Control Manager, establish and ensure compliance with the Quality Management Plan.

11.2 The Construction Quality Control Manager shall act independently from Developer's staff and the duties of such staff associated with the execution of the Work.

11.3 The Construction Quality Control Manager's authority shall be independent of the Project Manager's authority and shall be equivalent to the Project Manager's authority with respect to assuring and controlling quality results.

11.4 The Construction Quality Control Manager shall report to superiors above the level of the Project Manager, and to Owner, on the performance of, and compliance with, Developer's management and quality plans.

11.5 The Construction Quality Control Manager shall serve in this role full-time and exclusively for the Project from the Effective Date through the Final Completion Date. The Construction Quality Control Manager shall be located at the Site from the Effective Date through the Final Completion Date.

11.6 The Construction Quality Control Manager shall:

(a) [Not Used];

(b) have, at a minimum, 10 years of relevant quality management experience on at least two design-build or P3 projects, each with a capital construction cost of not less than $500 million; and

(c) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

11.7 The Construction Quality Control Manager shall have undertaken training in the use and application of internationally recognized quality programs, including the application of ISO 9001.

12. Safety and Security Manager

12.1 The Safety and Security Manager shall manage and oversee safety and security issues related to the Project, working closely with the Design Manager and the Construction Manager during the term of the Agreement. The Safety and Security Manager shall coordinate closely with Owner and AHJs to safeguard all persons and property.

12.2 The Safety and Security Manager shall have at least 10 years of experience in safety related activities for facilities of similar scope and complexity. Such relevant experience shall include at least five years in a supervisory or management role. The Safety and Security Manager shall be assigned full-time and exclusively for the Project throughout the term of the Agreement, and shall be located at the Site from the time pre-construction activities commence through the Final Completion Date.

13. Commissioning Professional

13.1 The Developer shall engage the services of a Commissioning Professional having a technical background and expertise with the commissioning process including verification techniques, functional performance testing, system equipment and operation and maintenance knowledge of the Facilities Systems. The Commissioning Professional is responsible for liaising with Owner and the Developer team and developing a detailed commissioning plan per discipline. Developer shall ensure that the Commissioning Professional takes the lead role on behalf of Developer for coordinating the commissioning process in accordance with Section 2.9 (Commissioning) of the Technical Requirements.

13.2 The Commissioning Professional shall be a person that specializes in the commissioning of building systems, including building envelope, and infrastructure. The Commissioning Professional shall have a minimum of 10 cumulative years of experience in one or more of the following for projects of similar size, complexity and is an accredited qualified commissioning process provider: (a) convention center commissioning; (b) building mechanical, plumbing or electrical system construction project management; (c) building mechanical, plumbing or electrical system coordination services for a contractor; (d) photovoltaic systems; and (e) solar hot water heating.

13.3 The Commissioning Professional shall have the following certifications, experience and knowledge: (a) Certification from the Building Commissioning Association; (b) Certification from the National Environmental Balancing Bureau; (c) Certified commissioning professional and/or certification from Building Systems Commissioning; (d) Documented experience in commissioning authority in at least two (2) building projects; (e) Documented experience in one (1) LEED project; and (f) Knowledge of ASHRAE standards 90.1-2007 and 62.1-2007.

13.4 Owner reserves the right to approve or reject the independent commissioning specialist selected by the Developer. The Commissioning Professional may be a Developer-Related Entity.

14. Lead Scheduler

14.1 The Lead Scheduler is responsible for managing, overseeing and coordinating all matters related to schedule for the Project, including managing the preparation and submission of the Baseline Project Schedule, preparing Project Schedule Updates as requested by Owner, preparing Project Schedule status reports and developing schedules for estimates. The Lead Scheduler will also work closely with the Developer team to analyze progress and identify possible risks to schedule and budget.

14.2 The Lead Schedular shall:

(a) have, at a minimum, 10 years of relevant experience as a lead scheduler on at least two design-build or P3 projects, each with a capital construction cost of not less than $500 million; and

(b) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

14.3 The Lead Schedular shall be located at the Site and serve in this role full-time and exclusively for the Project from the Effective Date through the Final Completion Date, provided that, upon request by Owner, the Lead Scheduler shall continue to serve in this role beyond the Final Completion Date until all Disputes and Claims have been resolved.

15. Risk Manager

15.1 The Risk Manager is responsible for the Project's risk management activities, including identification of risks, assignment of risk ratings, risk register management, identification of risk mitigation strategies, action planning, reporting, monitoring, profiled risk expenditure and contingency management.

15.2 The Risk Manager shall:

(a) have, at a minimum, 10 years of relevant experience as a risk manager on at least two design-build or P3 projects, each with a capital construction cost of not less than $500 million; and

(b) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

15.3 The Risk Manager shall serve in this role from the Effective Date through the Final Completion Date, provided that, upon request by Owner, the Risk Manager shall continue to serve in this role beyond the Final Completion Date until all Disputes and Claims have been resolved.

16. Inclusivity Manager

16.1 The Inclusivity Manager is responsible for managing and supervising all efforts to meet the inclusivity goals for the Project, for complying with the related outreach procedures and requirements of the Contract Documents, and for reporting regarding the same. The Inclusivity Manager shall serve as Developer's main point of contact with BCA throughout the term of the Agreement.

16.2 The Inclusivity Manager shall have a minimum of five years' relevant experience with managing inclusivity efforts for developers on public works projects, with at least three years' relevant experience doing so on projects of similar scope and complexity within the City of Los Angeles, and a consistent record of success in attaining inclusivity goals.

16.3 The Inclusivity Manager shall be assigned to the Project throughout the term of the Agreement for as much time as may be necessary to properly perform the responsibilities of this position.

17. Lead Estimator

17.1 The Lead Estimator is responsible for estimating costs, reporting on revised or updated cost information and all other cost-related activities. The Lead Estimator will also work closely with the Developer team to analyze progress and identify possible risks to schedule and budget.

17.2 The Lead Estimator shall:

(a) have, at a minimum, 10 years of relevant experience as a lead estimator on at least two design-build or P3 projects, each with a capital construction cost of not less than $500 million; and

(b) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

17.3 The Lead Estimator shall be located at the Site and serve in this role full-time and exclusively for the Project from the from the Effective Date through the Final Completion Date, provided that, upon request by Owner, the Lead Estimator shall continue to serve in this role beyond the Final Completion Date until all Disputes and Claims have been resolved.

18. Completion Lead

18.1 The Completion Lead is responsible for managing and coordinating Developer's efforts to meet the conditions to Substantial Completion and Final Completion.

18.2 The Completion Lead shall:

(a) have, at a minimum, 15 years of relevant experience as a lead estimator on at least three design-build or P3 projects, each with a capital construction cost of not less than $500 million; and

(b) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

18.3 The Completion Lead shall serve in this role from the Effective Date through the Final Completion Date, provided that, upon request by Owner, the Completion Lead shall continue to serve in this role beyond the Final Completion Date until all Disputes and Claims have been resolved.

19. BIM Manager

19.1 The BIM Manager is responsible for Developer's BIM models, ensuring Developer's task teams share information through a controlled and compliant process and ensuring all BIM information is transferred to Owner in accordance with the Agreement.

19.2 The BIM Manager shall:

(a) have, at a minimum, 10 years of relevant experience as a BIM manager on at least three design-build or P3 projects, each with a capital construction cost of not less than $500 million; and

(b) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

19.3 The BIM Manager shall serve in this role full-time.

20. Sustainability Manager

20.1 The Sustainability Manager is responsible for managing, overseeing and coordinating all matters related to sustainability for the Project, including reporting and submittals, implementing sustainability measures, facilitating the achievement of Project targets and communication, coordination and integration with design and construction disciplines.

20.2 The Sustainability Manager shall:

(a) have, at a minimum, 10 years of relevant experience as a sustainability manager on at least three design-build or P3 projects, each with a capital construction cost of not less than $500 million;

(b) be a LEED Accredited Professional (LEED AP); and

(c) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

21. Authority Having Jurisdiction (AHJ) and Code Compliance Manager

21.1 The AHJ and Code Compliance Manager is responsible for obtaining required AHJ approvals and ensuring code compliance for the Project, including identification, prioritization, register management, action planning, reporting and monitoring for compliance with AHJ approvals and codes.

21.2 The AHJ and Code Compliance Manager:

(a) shall have, at a minimum, 10 years of relevant experience as a stakeholder manager on at least three design-build or P3 projects, each with a capital construction cost of not less than $500 million; and

(b) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

21.3 The AHJ and Code Compliance Manager shall be located at the Site and serve in this role full-time and exclusively for the Project from the Effective Date through the Final Completion Date,

provided that, upon request by Owner, the AHJ and Code Compliance Manager shall continue to serve in this role beyond the Final Completion Date until all Disputes and Claims have been resolved.

22. Public Information Coordinator

22.1 The Public Information Coordinator is responsible for leading Developer's public involvement activities on a day-to-day basis.

22.2 The Public Information Coordinator:

(a) shall have, at a minimum, 5 years of relevant experience as a public information coordinator on at least two design-build or P3 projects, or projects of similar complexity, each with a capital construction cost of not less than $500 million; and

(b) demonstrate relevant management and supervisory experience on projects of similar scope and complexity.

22.3 The Public Information Coordinator shall serve in this role full-time.

23. Digital Signage Manager

22.1 The Digital Signage Manager is responsible for managing and overseeing the digital signage package on behalf of Developer. The Digital Signage Manager shall have a bachelor's degree or equivalent and be a licensed professional engineer or architect, registered under the laws of the State of California.

22.2 The Digital Signage Manager shall have relevant large, complex digital signage experience. The Digital Signage Manager shall have at least 10 years of relevant design, procurement, installation and commissioning experience of digital signage.

22.3 The Digital Signage Manager shall be located at the Site, as needed, and serve in this role full-time from the Effective Date until all major design milestones are completed, and upon request by Owner, shall remain available through the Final Completion Date.

EXHIBIT 14D[1]

KEY PERSONNEL COMMITMENTS

	Key Personnel Position	Individual	Individual Contact Information
1.	Project Executive	[Stuart Marks]	Email: stuart.marks@plenaryamericas.com Phone: +1 (347) 514-3117 Address: 633 W Fifth Street, Suite 4975, Los Angeles, CA 90071
2.	Developer Project Manager	[Torban Berquier]	Email: torban.berquier@plenaryamericas.com Phone: +1 (415) 619-2231 Address: 633 W Fifth Street, Suite 4975, Los Angeles, CA 90071
3.	Engineer(s) of Record – Structural	[Derek Beaman]	
4.	Engineer(s) of Record – Civil	[Brian Powers]	
5.	Engineer(s) of Record – Fire	[Chris Constant]	
6.	Engineer(s) of Record – Electrical	[Russell Murdock]	
7.	Engineer(s) of Record – Mechanical	[Phil Miller]	
8.	Engineer(s) of Record – Plumbing	[Scott Bikson]	
9.	Architect(s) of Record	[Heather Stewart]	
10.	Design Manager[2]	[Matt Johnson]	
11.	Pre-Construction Manager	[Austin Wheelon]	
12.	Quality Assurance Manager	[Joe Norris]	
13.	Construction Project Manager	[Allison McCue]	

[1] Key Personnel positions subject to City's approval.
[2] The Design Manager and the Design Quality Control Manager should not be the same individual.

	Key Personnel Position	Individual	Individual Contact Information
14.	Design Quality Control Manager	[Matt Johnson]	
15.	Construction Quality Control Manager	[Erika Chavez]	
16.	Safety and Security Manager	[Nate Gomera]	
17.	Commissioning Professional	[Cody James Curran]	
18.	Lead Scheduler	[Fady Abdelnoor]	
19.	Risk Manager	[Craig Glastetter]	
20.	Inclusivity Manager	[Breana Weaver]	
21.	Lead Estimator	[Patrick Meek]	
22.	Completion Lead	[Joe Zwain]	
23.	BIM Manager	[John Tocci]	
24.	Sustainability Manager	[Cody James Curran]	
25.	Authority Having Jurisdiction (AHJ) and Code Compliance Manager	[Matt Johnson]	
26.	Public Information Coordinator	[Breana Weaver]	
27.	Digital Signage Manager	[Raksha Machamada Nanaiah]	

EXHIBIT 15

CONDITIONS PRECEDENT

Exhibit 15A: Conditions to NTP 1

Exhibit 15B: Conditions to NTP 2

Exhibit 15C: Conditions to Olympics Readiness

Exhibit 15D: Conditions to Substantial Completion

Exhibit 15E: Conditions to Final Completion

EXHIBIT 15A

CONDITIONS TO NTP 1

The conditions to NTP 1 are:

(a) all Insurance Policies required to be in effect to perform the non-Construction Work and required to be obtained by Developer under the Agreement have been obtained and are in full force and effect, and Developer has delivered to Owner verification thereof in accordance with Section 10.1.2.4(a) of the Agreement;

(b) Developer has delivered to Owner a certificate certifying that all Contractors and personnel who will perform the non-Construction Work either hold all licenses, certifications, registrations, permits or approvals necessary for performance of such Work or will obtain them before starting such Work as to the extent required by applicable Laws;

(c) Developer is not then in receipt of any Notice of Developer Default from Owner unless any such default has been cured or waived in writing by Owner;

(d) all representations and warranties of Developer set forth in Section 19.1 (Developer Representations and Warranties) of the Agreement shall be and remain true and correct in all material respects, and Developer has delivered to Owner a certificate certifying to the same;

(e) the Performance Bond and Payment Bond required under Section 10.2 (Payment and Performance Security) of the Agreement have been obtained by Developer and are in full force and effect, and Developer has delivered to Owner, as applicable, certified and conformed copies of the bonds and the original multiple obligee riders. If Developer procures the surety bonds directly, Developer has delivered to Owner the originals of the bonds; and

(f) Developer has submitted to Owner a full and complete set of Design Documents at the 100% Design Development stage.

EXHIBIT 15B

CONDITIONS TO NTP 2

The conditions to NTP 2 are:

(a) Owner has issued NTP 1;

(b) [Owner has accepted (without comments, or with comments and resubmittal is not required) the Baseline Project Schedule][3];

(c) all Insurance Policies required to be obtained by Developer under the Agreement have been obtained by Developer and are in full force and effect, and Developer has delivered to Owner verification thereof in accordance with Section 10.1.2.4(a) of the Agreement;

(d) Developer has delivered to Owner a certificate certifying that all Contractors and personnel who will perform the Construction Work either hold all licenses, certifications, registrations, permits or approvals necessary for performance of such Work or will obtain them before starting such Work as and to the extent required by applicable Laws or the Contract Documents;

(e) as to any Additional Properties, all rights of access necessary for commencement of Construction Work on such properties, if applicable, have been obtained;

(f) Developer is not then in receipt of any Notice of Developer Default from Owner unless any such default has been cured or waived in writing by Owner;

(g) the guarantees in favor of Owner, if any, required under Section 10.4 (Guarantees) of the Agreement have been executed, obtained and delivered to, and received by, Owner and are in full force and effect;

(h) Developer has submitted the Craft Worker Utilization Schedule Plan in compliance with Section 9.9.4 (Inclusivity Subcontracting Provisions that Apply Prior to the Termination Date) of the Agreement; and

(i) all representations and warranties of Developer set forth in Section 19.1 (Developer Representations and Warranties) of the Agreement shall be and remain true and correct in all material respects, and Developer has delivered to Owner a certificate certifying to the same.

[3] This condition will be deleted once confirmed that a fully approved Baseline Project Schedule will be completed by closing and attached.

EXHIBIT 15C

CONDITIONS TO OLYMPICS READINESS

The conditions to Olympics Readiness are:

(a) Developer has completed all Work required under Appendix 16 (Olympics Readiness) of the Technical Requirements;

(b) all Submittals required by the Contract Documents to be submitted to, accepted by and/or approved by Owner before Olympics Readiness have been submitted to and accepted and/or approved by Owner, as applicable;

(c) there exists no uncured Developer Default that is the subject of a notice, unless Olympics Readiness will effect its full and complete cure;

(d) Developer has received and submitted to Owner a Temporary Certificate of Occupancy for those portions of the New Facilities and the Modernized Facilities and each temporary egress route required for use by LA28 during the LA28 Exclusive Use Period to the extent such certificates are required by applicable Law; and

(e) Developer has received all other applicable Governmental Approvals (excluding the Owner-Provided Approval) and other third party approvals required for use and operation of the Project for purposes of the LA28 Olympics; such Governmental Approvals and other third party approvals are in full force and effect, there exists no uncured material violation of the terms of any such Governmental Approval or other third party approvals; and all such Governmental Approvals are in final form.

EXHIBIT 15D

CONDITIONS TO SUBSTANTIAL COMPLETION

The conditions to Substantial Completion are as follows:

(a) Owner has approved the Project Punch List pursuant to Section 7.10.3.4;

(b) Developer has completed all Work required for normal and safe operation of the Project and the Project is fit to be used for its intended purpose, including the following (except any items that fall within the definition of Project Punch List);

(i) all systems and equipment installed by or on behalf of Developer, including fire life safety systems and all building systems, comply, in all respects, with applicable Laws and are operational, functional and free of Defects (subject to subparagraph (e) below);

(ii) all Utilities required for normal and safe operation of the Project comply, in all respects, with applicable Laws and are connected, functional and free of Defects (subject to subparagraph (e) below);

(iii) all permanent flooring materials and wall finishes are completed in accordance with the requirements of the Contract Documents;

(iv) all access points to the LACC and the Site are completed and free from obstructions in accordance with the requirements of the Contract Documents;

(v) all Work related to wayfinding and signage has been completed in accordance with the requirements of the Contract Documents; and

(vi) all ADA accessibility requirements have been met in accordance with the requirements of the Contract Documents.

(c) all Submittals required by the Contract Documents to be submitted to, accepted by and/or approved by Owner before Substantial Completion have been submitted to and accepted and/or approved by Owner, as applicable;

(d) there exists no uncured Developer Default that is the subject of a notice, unless Substantial Completion will effect its full and complete cure;

(e) Developer represents and warrants to Owner that there exists no Defect known to any Developer-Related Entity that has not been replaced, repaired or otherwise corrected by Developer except any Defect that has been fully and accurately reflected in the Project Punch List, and Developer shall have caused the Design-Build Contractor to represent and warrant to Owner the same with respect to its knowledge and those of its Contractors;

(f) Developer has acquired spare parts, equipment and consumables, in accordance with Section 2.10.3[4] (Spare Parts) of the Technical Requirements;

(g) Developer has delivered to Owner all technical manuals in accordance with Section 2.10.4 (Technical Manuals) of the Technical Requirements;

(h) Developer has completed operations and maintenance training and instruction, in accordance with Sections 2.10.5 (Operations and Maintenance Training) and 2.10.6 (Operations and Maintenance Instructions) of the Technical Requirements;

(i) Developer has received and submitted to Owner a Certificate of Occupancy or Temporary Certificate of Occupancy, as applicable, for each of the New Facilities and the Modernized Facilities, to the extent such certificate is required by applicable Law;

(j) Developer has received all other applicable Governmental Approvals (excluding the Owner-Provided Approval) and other third party approvals required for use and operation of the Project; such Governmental Approvals and other third party approvals are in full force and effect, there exists no uncured material violation of the terms of any such Governmental Approval or other third party approvals; and all such Governmental Approvals are in final form;

(k) Developer has provided evidence that all IP Materials required at or prior to Substantial Completion have been delivered to Owner or deposited into IP Escrow(s) in accordance with Section 21.6 (Intellectual Property Escrows) of the Agreement;

(l) Developer has fully implemented the Owner-approved Commissioning Plan, including successful completion of all Commissioning Tests set forth therein related to the achievement of LEED Gold Certification, and has otherwise met all of the requirements set forth in Section 2.9 (Commissioning) of the Technical Requirements;

(m) all areas within the D&C Limits and all Temporary Areas have been cleaned in accordance with Section 2.11.1 (Cleaning) of the Technical Requirements; and

(n) if any Authority Having Jurisdiction requires any form of certification of design, engineering or construction with respect to the Project or any portion thereof for or prior to Substantial Completion, including any certifications from the Engineer of Record or Architect of Record, Developer has caused such certificates to be executed and delivered and has concurrently delivered identical certificates to Owner; and

(o) all Work that Developer is obligated to perform for, or on behalf of, Third Parties and Utility Owners has been accepted by such Third Parties and Utility Owners (or by Owner for, or on behalf of, such Third Parties and Utility Owners), as provided under the Contract Documents, and Developer has paid for all work performed by

[4] Sections 2.10.3-2.10.6 of the Technical Requirements to be further revised.

Third Parties that Developer is obligated to pay for, other than disputed amounts, and Developer has delivered a certificate to Owner certifying same.

EXHIBIT 15E

CONDITIONS TO FINAL COMPLETION

The conditions to Final Completion are:

(a) Owner has issued a Certificate of Substantial Completion pursuant to Section 7.10.4.5(a);

(b) all remaining Work has been completed, including completion of all Project Punch List items;

(c) all areas within the D&C Limits and all Temporary Areas have been cleaned in accordance with Section 2.11.1 (Cleaning) of the Technical Requirements;

(d) all Submittals required by the Contract Documents to be submitted to, accepted by and/or approved by Owner before Final Completion have been submitted to and accepted and/or approved by Owner, as applicable;

(e) if any Authority Having Jurisdiction requires any form of certification of design, engineering or construction with respect to the Project or any portion thereof for or prior to Final Completion, including any certifications from the Engineer of Record and Architect of Record for the Project, Developer has caused such certificates to be executed and delivered and has concurrently issued identical certificates to Owner;

(f) Developer has provided evidence that all IP Materials required at or prior to Final Completion have been delivered to Owner or deposited into IP Escrow(s) in accordance with Section 21.6 (Intellectual Property Escrows) of the Agreement;

(g) there exists no uncured Developer Default that is the subject of a notice, unless Final Completion will effect its full and complete cure or for which corrective work is proceeding under the warranty provisions of the Agreement;

(h) Developer has submitted to Owner, and Owner has accepted as complete, the As-Built Documents;

(i) Developer has submitted satisfactory evidence to Owner (i) that all Contractors, payrolls, bills for materials and equipment and other undisputed indebtedness connected with the Work have been paid or otherwise satisfied, and (ii) of sufficient payment bond amounts to cover at least the aggregate potential liability of disputed amounts;

(j) Developer has submitted to Owner the Final Subcontracting Report;

(k) Developer has delivered to Owner all documents and other evidence of warranties under Section 6.10 (Warranties) of the Agreement;

(l) Developer has delivered to Owner executed unconditional waivers and releases of liens, stop payment notices and payment bond rights for all undisputed amounts owed by Developer, in the form prescribed by California Civil Code Section 8138, from each Contractor who has performed work at any time on the Project;

(m) Developer has delivered to Owner an official approval letter from OCC documenting Developer's compliance with targeted hiring requirements of the PLA and there exists no known undisputed outstanding California Labor Code prevailing wage-related violations that are unresolved;

(n) Developer has paid all associated fees for all applicable Governmental Approvals (excluding the Owner-Provided Approval) and other third party approvals required for use and operation of the Project;

(o) Developer has submitted a complete application in support of achievement of LEED Gold Certification; and

(p) Without limiting Developer's obligations under Section 9.12 (Project Labor Agreement, Local Workers and Workforce Development Requirements for Construction Work):

(i) Each Contractor shall have submitted and finalized its weekly certified payrolls and certified that they are timely and accurate for the Construction Work performed by such Contractor;

(ii) Each Contractor shall have met with OCC to discuss any certified payroll errors and/or irregularities pursuant to their submissions that have been brought to their attention by OCC via official correspondence;

(iii) Each Contractor shall have, to the maximum extent possible, utilized apprentices at the applicable State of California utilization rates;

(iv) Each Contractor that is performing or has performed covered work under the PLA has submitted all documentation required under the PLA to both the City and applicable Unions (as defined in the PLA). This documentation includes the Letter of Assent, Core Workforce List and Employment Hiring Plan (all as defined in the PLA);

(v) The Design-Build Contractor and/or its designee shall have worked to help reasonably ensure the good faith targeted hiring goals have been met, as outlined in Article VII of the PLA. This includes attending all PLA-related meetings initiated by OCC and maintaining documentation of worker requests from the Unions' hiring halls and certification forms for Transitional Workers (as defined in the PLA) who have been identified and certified for the Project;

(vi) The Design-Build Contractor and/or its designee shall have responded to any official PLA correspondence received from OCC as of the Substantial Completion Date; and

(vii) Developer has submitted all required information and documents respecting Relief Events and Change Orders.

EXHIBIT 16

FEDERAL, STATE, AND CITY REQUIREMENTS

Exhibit 16A: Federal Requirements

Exhibit 16B: State Requirements

Exhibit 16C: City Requirements

EXHIBIT 16A

FEDERAL REQUIREMENTS

Developer shall perform its obligations under the Contract Documents in accordance with all applicable Laws of the United States federal government, including the following requirements:

1. Americans with Disabilities Act

Developer hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. Developer will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Developer will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any Contract entered into by Developer or any Contractor relating to the Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

EXHIBIT 16B

STATE REQUIREMENTS

Developer shall perform its obligations under the Contract Documents in accordance with all applicable Laws of the State, including the following requirements:

1. LABOR CODE REQUIREMENTS

1.1 Worker's Compensation

Developer shall comply with the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code.

1.2 Prevailing Wages

Pursuant to the provisions of Section 1773 of the State Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. Said prevailing wage rates are incorporated herein by reference. These prevailing rates of wages will be furnished to Developer and other interested parties on request and are on file at the City's offices. These wage rates are also available through the California State Department of Industrial Relations at http://www.dir.ca.gov. For crafts or classifications not shown on the prevailing wage determinations, Developer may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for the Work. Developer shall post a copy of the prevailing wage rates at the jobsite or material staging area. Workers employed in the Work must be paid at the rates at least equal to the prevailing wage rates as adopted.

1.3 Hours of Work/Overtime Requirements

Eight hours labor constitutes a legal day's work. Neither Developer nor any Contractor shall require or permit any worker to work in excess of eight hours in any one calendar day or in excess of 40 hours in any one calendar week (defined as seven sequential calendar days) unless such worker receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any one calendar day or in excess of 40 hours in any one calendar week, whichever is greater. Failure to comply with the preceding requirements shall subject Developer to the penalties specified in Labor Code Section 1813.

1.4 Payroll Records

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

(b) The payroll records of Developer and each Contractor (including payroll records for professional or salaried employees) shall be certified and shall be available for inspection at the principal office of Developer.

(c) Developer shall file a certified copy of the payroll records (including those applicable to professional and salaried employees) with the City within 10 days after receipt of a written request from the City.

(d) Developer shall inform the City of the location of said payroll records, including the street address, City and Los Angeles County, and shall, within five days, provide a notice of change of location and address of said payroll records.

(e) It shall be the responsibility of Developer to ensure compliance for itself and the Contractors with the provisions of this section.

(f) In the event of noncompliance with the requirements of this section, Developer shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respect it must comply. Should noncompliance exist after said 10 day period, Developer shall be subject to a fee of $50.00 for each day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Developer acknowledges that, without limitation as to other remedies of enforcement available to City, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from payments due Developer.

(g) Certified payroll records shall be submitted to the City's Office of Contract Compliance by Developer and all Contractors performing work on the Project regardless of dollar amount or type of contract. These payroll records shall be submitted to the Office of Contract Compliance, through the Department of Public Works, Bureau of Contract Administration, Online Certified Payroll System (OCPS).

(h) The period covered shall be from the time Work starts until all Work is completed on the Project. Failure to submit said certified payrolls on time may result in the withholding of payments to Developer and the assessment of penalties as set forth in the California Labor Code.

(i) LCPT is a web based program that will allow Contractors to submit certified payrolls electronically. Contractors will be required to submit their certified payrolls

through LCPT. Contractors shall be responsible for maintaining certified copies of payroll records as required by Law (California Labor Code Section 1776). Developer shall be responsible for ensuring that all Contractors regardless of tier submit certified payrolls through LCPT.

1.5 Specific Labor Code Provisions

Developer's attention is directed to the following requirements of the Labor Code. Developer shall cause Contractors to insert in any Contracts a copy of each such Code section and shall also cause Subcontractors to include these clauses in any lower tier Subcontracts. Developer shall be responsible for the compliance by any Contractor or Subcontractor with the clauses set forth in this Section 1.5.

Labor Code Section 1725.5

1725.5. A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars ($400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The director may establish and adjust annual registration and renewal fees by publishing the fees on the department's internet website. The initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by

a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier, and has not been awarded a contract for, or has not engaged in the performance of, work on projects or developments without being lawfully registered in accordance with Section 1725.6 within the preceding 12 months. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by

paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work.

Labor Code Section 1771

1771. Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Labor Code Section 1775

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount

to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Labor Code Section 1777.5

1777.5. (a) (1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the

contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to

calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(ii) All training contributions not distributed under subparagraphs (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for

training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Labor Code Section 1813

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar

week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Labor Code Section 1815

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay.

1.6 Excavation Safety

Developer shall comply with Labor Code Section 6705 while excavating. For an excavation 5 feet or more in depth, submit shop drawings for a protective system and comply with Sections 01330 (Shop Drawings / Submittals) and 01573 (Excavation Shoring, Forms, and Falsework) of the General Requirements.

The drawings must show the design and details for providing worker protection from caving ground during excavation.

Shop drawings of protective systems for which the Construction Safety Orders issued by Cal/OSHA require design by a registered professional engineer must be sealed and signed by an engineer who is registered as a civil engineer in the State.

The submittal must allow review time and include the contents shown in the following table except the review time is 65 days for an excavation on or affecting railroad property.

Drawing Review Time and Contents

Topic	Plan not requiring a signature	Plan requiring a signature
Review time	5 Business Days before excavating	20 days before excavating
Contents	Drawings Calculations Material information Proprietary system information	Drawings Calculations Material information Proprietary system information Soil classification Soil properties Soil design calculations

2. PUBLIC CONTRACT CODE REQUIREMENTS

2.1 Assignment of Causes of Action

Developer's attention is directed to the following requirements in Public Contract Code Section 7103.5:

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor 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 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, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

2.2 Public Contracts: Claim Resolution

Developer's attention is directed to the following requirements of Public Contract Code Section 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim

and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

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

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

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

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

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

parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

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

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

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

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

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

2.3 Specifications by Brand or Trade Names

Owner makes the finding pursuant to Public Contract Code Section 3400(c)(2) that the software specified in Section 2.4.2.1 (Baseline Project Schedule) of the Technical Requirements is required to be used by Developer in order to match other products in use on City public improvements either completed or in the course of completion.

2.4 Prohibition on Work by Debarred Subcontractors

Pursuant to Public Contract Code Section 6109, Developer is prohibited from performing work on the Project with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

EXHIBIT 16C

CITY REQUIREMENTS

Developer shall perform its obligations under the Contract Documents in accordance with all applicable Laws of the City, including the following requirements below.

Capitalized terms used but not defined in this Exhibit shall have the meanings given to those terms in the applicable section of the Los Angeles Administrative Code.

1. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES/AFFIRMATIVE ACTION

1.1 Non-Discrimination

(a) Unless otherwise exempt, the Agreement is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. Developer shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing the Agreement, Developer shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any Contract entered into by Developer or Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under the Agreement.

(b) Failure of Developer to comply with this requirement or to obtain the compliance of Contractors with such obligations shall subject Developer to the imposition of any and all sanctions allowed by law, including but not limited to termination of Developer's Agreement with Owner.

1.2 Equal Employment Practices

Unless otherwise exempt, the Agreement is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

(a) During the performance of the Agreement, Developer agrees and represents that it will provide equal employment practices and Developer and each Contractor will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

(1) This provision applies to work or service performed or materials manufactured or assembled in the United States.

(2) Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

(3) Developer 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) Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

(c) As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board, Office of Contract Compliance, Developer shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

(d) Developer 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 Developer shall provide evidence that he or she has or will comply therewith.

(e) The failure of Developer to comply with the Equal Employment Practices provisions of the Agreement 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, 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 have been given to Developer.

(f) Upon a finding duly made that Developer has failed to comply with the Equal Employment Practices provisions of a City contract, the Agreement 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 City. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board that the Developer 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, Developer shall be disqualified from being awarded a contract with the City for a period of two years, or until Developer shall establish and carry out a program in conformance with the provisions hereof.

(g) Notwithstanding any other provision of the Agreement, Owner shall have any and all other remedies at law or in equity for any breach hereof.

(h) Not Used.

(i) Nothing contained in the Agreement 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, Developer shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City contracts.

(k) Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

(1) Hiring practices;

(2) Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

(3) Training and promotional opportunities; and

(4) Reasonable accommodations for persons with disabilities.

(l) Any Contract entered into by Developer or Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under the Agreement. Failure of Developer to comply with this requirement or to obtain the compliance of its Contractors with all such obligations shall subject Developer to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Developer's Agreement with Owner.

1.3 Affirmative Action Program

Unless otherwise exempt, the Agreement is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

(a) During the performance of a City contract, Developer certifies and represents that Developer and each Contractor will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, 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) Developer shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

(b) Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to their race, color, 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, Developer shall certify on an electronic or hard copy form to be supplied, that Developer has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

(d) Developer 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 Developer 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, 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 Developer.

(f) Upon a finding duly made that Developer has breached the Affirmative Action Program provisions of a City contract, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by Owner. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board that the said Developer 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 Developer shall be disqualified from being awarded a contract with the City 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, or any court of competent jurisdiction, that Developer has been guilty of 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 Developer by City 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, Owner shall have any and all other remedies at law or in equity for any breach hereof.

(i) Not Used.

(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) Developer shall submit an Affirmative Action Program 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 program shall be subject to approval by the Office of Contract Compliance prior to award of the Agreement. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program. 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 program, Developer may submit documentation that it has an Affirmative Action Program approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, Developer must submit a new Program to the Office of Contract Compliance and that Plan must be approved before the Agreement 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) Developer may establish and adopt as its own Affirmative Action Program, by affixing his or her signature thereto, an Affirmative Action Program 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 Program or change the Affirmative Action Program after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and Developers.

(m) The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board, 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 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 Program 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 City and may be used at the discretion of City in its Contract Compliance Affirmative Action Program.

(p) Not Used.

(q) Developer shall include a like provision in all Contracts awarded for work to be performed under the Agreement with Owner 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 Developer to comply with this requirement or to obtain the compliance of its Contractors with all such obligations shall subject Developer to the imposition of any and all sanctions allowed by law, including but not limited to termination of Developer's Agreement with Owner.

1.4 Anticipated Utilization

Unless otherwise exempt, the Agreement is subject to the anticipated utilization provisions in Section 10.13 of the Los Angeles Administrative Code, as amended from time to time.

(a) At the request of Owner or the Department of Public Works, Bureau of Contract Administration, Developer must set forth anticipated minority, women, and all other staffing utilization by Developer and all Contractors 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 work force in the Greater Los Angeles Area as determined by the U.S. Bureau of the Census and made available by the Department of Public Works, Bureau of Contract Administration. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the Developer has complied with the requirements of this section and has applied its Affirmative Action Program in good faith and in a non-discriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the Developer for award of a Contract or subject the Developer to any sanctions or penalties.

In no event may Developer 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, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

(b) The Developer shall make a good faith effort with respect to apprenticeship and training programs to:

(1) Recruit and refer minority, women and other employees to such programs;

(2) Establish training programs within the company and/or its affiliates that will prepare minority, women and other employees for advancement opportunities; and

(3) Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.

(c) Not Used.

(d) It shall be no excuse that the union with which the Developer has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.

(e) Subject to this subsection, Developer shall execute further forms and documentation at times and as may be required by Owner.

(f) Where Developer has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon Developer.

(g) Not Used.

(h) Developer shall include a similar provision in all Contracts awarded for work to be performed under the Agreement and shall impose the same obligations, including, but not limited to, filing and reporting obligations, on the Contractors as are applicable to Developer. Failure of Developer to comply with this requirement or to obtain the compliance of its Contractors with all such obligations shall subject Developer to the imposition of any and all sanctions allowed by law including, but not limited to, termination of the Agreement.

2. ACCESS AND ACCOMMODATIONS

Developer represents and certifies that:

(a) Developer shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

(b) Developer shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

(c) Developer shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services and activities;

(d) Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

(e) The buildings and facilities used to provide services under the Agreement are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Developer understands that Owner is relying upon these certifications and presentations as a condition to funding the Agreement. Any Contract for work to be performed under the Agreement must include an identical provision.

3. LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCES

3.1 Living Wage Ordinance

Unless otherwise exempt, the Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention

Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

(a) Developer assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.

(b) Developer further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Developer shall require each Contractor within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Developer shall receive and retain on file the executed pledges from each Contractor within ninety (90) days of the execution of the Contract. Developer's evidence of executed pledges from each such Contractor shall fully discharge the obligation of Developer with respect to such pledges and fully discharge the obligation of Developer to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

(c) Developer, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Developer shall post the Notice of Prohibition Against Retaliation provided by the City.

(d) Any Contract entered into by Developer or Contractor relating to the Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and shall incorporate the provisions of the LWO and the SCWRO.

(e) Developer shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.

3.2 Authority to Terminate Agreement

Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, Owner shall have the authority, under appropriate circumstances, to terminate the Agreement and otherwise pursue legal remedies that may be available if Owner determines that Developer has violated provisions of either the LWO or the SCWRO, or both (see Section 3.1).

3.3 Deduction

Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Developer is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, Owner in such

circumstances may impound monies otherwise due Developer in accordance with the following procedures. Impoundment shall mean that from monies due Developer, Owner may deduct the amount determined to be due and owing by Developer to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Developer is to continue work following an impoundment shall remain in the sole discretion of Owner. Developer may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

3.4 Earned Income Credit

Developer shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Developer shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from Developer.

The LWO requirements in this section apply only if prevailing wage requirements are not applicable.

4. EQUAL BENEFITS ORDINANCE

4.1 In General

Unless otherwise exempt, the Agreement is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

(a) During the performance of the Agreement, Developer certifies and represents that Developer will comply with the EBO.

(b) The failure of Developer to comply with the EBO will be deemed to be a material breach of the Agreement by Owner.

(c) If Developer fails to comply with the EBO, Owner may cancel, terminate or suspend the Agreement, in whole or in part, and all monies due or to become due under the Agreement may be retained by Owner. Owner may also pursue any and all other remedies at law or in equity for any breach.

(d) Failure to comply with the EBO may be used as evidence against Developer in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

(e) If the City's Designated Administrative Agency determines that a Developer has set up or used its contracting entity for the purpose of evading the intent of the EBO, Owner may terminate the Agreement. Violation of this provision may be used as evidence against Developer in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

4.2 Public Notice

Developer shall 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, the Developer/Contractor will provide equal benefits to its 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, Office of Contract Compliance at (213) 847-2625.

5. CHILD SUPPORT OBLIGATION

5.1 Employees

The Agreement is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Developer will fully comply with all applicable State and Federal employment reporting requirements for Developer/Contractor's employees. Developer shall also certify (a) that the principal owner(s) of Developer are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (b) that Developer will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (c) that Developer will maintain such compliance throughout the term of the Agreement.

5.2 Failure to Comply

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Developer to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any principal owner(s) of Developer to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by Developer under the Agreement, subjecting the Agreement to termination if such default shall continue for more than 90 days after notice of such default to Developer by Owner.

5.3 Contracts

Any Contract entered into by Developer or any Contractor, to the extent allowed hereunder, shall include an identical provision for Work to be performed under the Agreement. Failure of Developer to obtain compliance of its Contractors shall constitute a default by Developer under the Agreement, subjecting the Agreement to termination where such default shall continue for more than 90 days after notice of such default to Developer by Owner.

5.4 Certification

Developer certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

6. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of the Agreement, the City will conduct an evaluation of Developer's performance. The City may also conduct evaluations of Developer's performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that Developer assigns to the Agreement. A Developer who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from Developer, to evaluate proposals and to conduct reference checks when awarding other service contracts.

7. BUSINESS TAX REGISTRATION

If applicable, Developer represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the City's Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by the Agreement, Developer shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is Developer's responsibility to report the matter immediately to the City.

8. FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of the First Source Hiring Ordinance, Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time (FSHO), the Agreement is subject to the applicable provisions of the FSHO.

Developer shall, prior to the execution of the Agreement, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Developer estimates they will need to fill in order to perform the services under the Agreement. The Department of Public Works Office of Contract Compliance is the DAA.

Developer further pledges that it will, during the term of the Contract, (a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; (b) Interview qualified individuals referred by CDD; and (c) Prior to filling any employment opportunity, inform the DAA of the names of the Referral Resources used, the names of the individuals they

referred, the names of the referred individuals who Developer interviewed and the reasons why referred individuals were not hired.

Any Contract entered into by Developer or any Contractor relating to the Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

Developer shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that Developer intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the City's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Developer's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this section.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the City may, under appropriate circumstances, terminate the Agreement and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the Developer has violated provisions of the FSHO.

9. DEVELOPER'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

9.1 In General

Unless otherwise exempt in accordance with the provisions therein, the Agreement is subject to the Developer's or Contractors' Use of Criminal History for Consideration of Employment Applications provisions in Section 10.48 et seq. of the Los Angeles Administrative Code, as amended from time to time.

9.2 Employment Application Procedures

(a) Developer or a Contractor shall not include on any application for Employment any questions that seek the disclosure of an Applicant's Criminal History.

(b) Developer or a Contractor shall not, at any time or by any means, inquire about or require disclosure of an Applicant's Criminal History unless and until a Conditional Offer of Employment has been made to the Applicant.

9.3 Employer Assessment of Criminal History.

(a) Developer or a Contractor shall not take an Adverse Action against an Applicant to whom a Conditional Offer of Employment has been made based on an Applicant's Criminal History unless Developer or the Contractor performs a written assessment that effectively links the specific aspects of the Applicant's Criminal

History with the risks inherent in the duties of the Employment position sought by the Applicant. In performing the assessment, Developer or the Contractor shall, at a minimum, consider the factors identified by the United States Equal Employment Opportunity Commission and other factors as may be required by rules and guidelines promulgated by the Department of Public Works, Bureau of Contract Administration.

(b) Developer or a Contractor, prior to taking an Adverse Action against an Applicant, shall provide that person a Fair Chance Process, including the provision of written notification of the proposed Adverse Action, a copy of the written assessment performed pursuant to subsection (a) above and any other information or documentation supporting the Employer's proposed Adverse Action. Developer or the Contractor shall not take an Adverse Action or fill the Employment position sought by the Applicant for a period of at least five business days after the Applicant is informed of the proposed Adverse Action in order to allow the Applicant to complete the Fair Chance Process. If the Applicant provides Developer or the Contractor with any information or documentation pursuant to the Fair Chance Process, then Developer or the Contractor shall consider the information or documentation and perform a written reassessment of the proposed Adverse Action. If Developer or the Contractor, after performing the reassessment of the proposed Adverse Action, takes an Adverse Action against the Applicant, then Developer or the Contractor shall notify the Applicant of the decision and provide the Applicant with a copy of the written reassessment.

9.4 Notice and Posting Requirements for Employers

(a) Developer and Contractors shall state in all solicitations or advertisements seeking Applicants for Employment that they will consider for employment qualified Applicants with Criminal Histories in a manner consistent with the requirements of this article.

(b) Developer and Contractors shall post a notice informing Applicants of the provisions of this article in a conspicuous place at every workplace, job site or other location in the City under the Developer's or Contractor's control visited by Employment Applicants, and shall send a copy of the notice to each labor union or representative of workers with which they have a collective bargaining agreement or other agreement or understanding that is applicable to Employees in the City.

9.5 Retaliation Prohibited

Developer or a Contractor shall not discharge, reduce the compensation of, or otherwise take any adverse employment actions against any Employee for complaining to the City with regard to the Developer's or Contractor's compliance or anticipated compliance with this article, for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting any rights under this article.

9.6 Record Retention

Developer and Contractors shall retain Applicants' Employment applications and the written assessment and reassessment performed pursuant to this article for a period of three years following the receipt of an Applicant's Employment application. Developer and Contractors shall, upon request, provide the records and documents or access to the records and documents to the Department of Public Works, Bureau of Contract Administration in an administrative investigation under this article.

9.7 Exceptions from Employment Application Procedures.

Sections 9.2, 9.3 and 9.4(a) do not apply in the following circumstances.

(a) Developer or Contractor is required by law to obtain information regarding a Conviction of an Applicant.

(b) The Applicant would be required to possess or use a firearm in the course of his or her Employment.

(c) An individual who has been convicted of a crime is prohibited by law from holding the position sought by the Applicant, regardless of whether that conviction has been expunged, judicially ordered sealed, statutorily eradicated or judicially dismissed following probation.

(d) Developer or Contractor is prohibited by law from hiring an Applicant who has been convicted of a crime.

10. DISCLOSURE OF BORDER WALL CONTRACTING

Unless otherwise exempt in accordance with the provisions therein, the Agreement is subject to the Disclosure of Border Wall Contracting provisions in Section 10.50 et seq. of the Los Angeles Administrative Code, as amended from time to time. Developer is required to have completed fully and accurately an affidavit listing all Border Wall Bids and Border Wall Contracts. Owner may terminate the Agreement if at any time it determines Developer failed to fully and accurately complete the affidavit and disclose all Border Wall Bids and Border Wall Contracts.

11. CONTRACTOR RESPONSIBILITY ORDINANCE

Developer shall comply with the Contractor Responsibility Ordinance provisions in Section 10.40 et. seq. of the Los Angeles Administrative Code, as amended from time to time.

12. SLAVERY DISCLOSURE ORDINANCE

Developer shall comply with the Slavery Disclosure Ordinance, Section 10.41 et seq. of the Los Angeles Administrative Code, as amended from time to time. Any Contract entered into for work to be performed under the Agreement must include an identical provision.

13. LOCAL BUSINESS PREFERENCE ORDINANCE

Developer shall comply with the Local Business Preference Ordinance provisions in Section 10.47 et seq. of the Los Angeles Administrative Code, as amended from time to time. Any Contract entered into for work to be performed under the Agreement must include an identical provision.

14. IRAN CONTRACTING ACT

Unless otherwise exempt in accordance with the provisions therein, the Agreement is subject to the California Public Contract Code Sections 2200-2208. All Contractors entering into, or renewing contracts with City for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

15. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if the Agreement is valued at $100,000 or more and requires approval by an elected City office, Developer, Developer's principals, and Developer's Contractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Contractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and Los Angeles Municipal Code Section 49.7.35. Failure to comply entitles Owner to terminate the Agreement and to pursue all available legal remedies. Charter Section 470(c)(12) and Los Angeles Municipal Code Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after the Agreement is signed. Additionally, Developer, if subject to Charter Section 470(c)(12), is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Developer subject to Charter Section 470(c)(12) shall include the following notice in any Contract with a Contractor expected to receive at least $100,000 for performance under the Agreement:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # [insert contract number]. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("City") officials and candidates for elected City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the Contractor and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of the Agreement and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

16. CONTRACTOR DATA REPORTING

If Developer is a for-profit, privately owned business, Developer shall, within 30 days of the effective date of the Agreement and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Agreement), report the following information to City via City's Regional Alliance Marketplace for Procurement Los Angeles ("RAMPLA") or via another method specified by City: Developer's and any Contractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Developer shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMPLA or via another method prescribed by City.

17. CLAIMS FOR LABOR AND MATERIALS

Developer shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any Owner property (including reports, documents, and other tangible or intangible matter produced by Developer hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

18. MUNICIPAL LOBBYING ORDINANCE

The City of Los Angeles Municipal Code Section 48.01 et seq. 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. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than $25,000 and a term of at least 3 months, shall comply with the City Ethics Commission's "CEC Form 50" (1 page) affidavit. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the following City Ethics Commission's webpage: https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf.

Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

19. Referral Fees, Remuneration and Reciprocal Referrals

Developer understands and agrees that Developer may not pay or receive, or agree to pay or receive, any referral fees, remuneration, reciprocal referral or anything else of value as a result of or related to the matters on which Developer is engaged by City, other than the fees and costs paid by City for Developer's services in these matters. Developer understands and agrees that no City employee may solicit, agree to accept or receive any referral fees, remuneration or other item of value related to any services rendered to City, any claim or other matter brought or filed against City or any settlement, resolution, verdict, or other disposition by or against City. Developer immediately shall report any such solicitation, agreement or receipt to the City Attorney and to the City Ethics Commission.

EXHIBIT 17

PROJECT NEUTRAL AND INDEPENDENT EXPERT LIST

[NTD: To be completed after the Effective Date.]

Project Neutral:	[NAME] [ADDRESS] Telephone: [____] Email: [____]
Alternate Project Neutral:	[NAME] [ADDRESS] Telephone: [____] Email: [____]
Additional Project Neutral:	[NAME] [ADDRESS] Telephone: [____] Email: [____]
Independent Expert:	[NAME] [ADDRESS] Telephone: [____] Email: [____]
Alternate Independent Expert:	[NAME] [ADDRESS] Telephone: [____] Email: [____]

EXHIBIT 18

PARTNERING AND ISSUE RESOLUTION LADDER

1. General

It is Owner's intention to use a formal Partnering process on the Project. Developer, the Design-Builder and its Contractors will be requested to attend a Partnering workshop shortly after NTP 1 and to attend follow up review session(s). In these workshops, mechanisms will be developed to achieve extraordinary Project success, mitigate and prevent Disputes and help create a "world class" team environment. Partnering is intended to establish an environment of cooperation between the Parties and shall not affect the terms of the Agreement.

Developer shall engage a professional Partnering facilitator designated by Owner.

Developer and Owner shall comply, and Developer shall cause the Design-Build Contractor to comply, with the requirements set forth in Section 3 (Issue Resolution Ladder) of this Exhibit 18.

2. Basis of Payment

Developer shall be responsible for arranging and paying for the Partnering workshop(s) and review session(s). Owner shall reimburse Developer for actual direct costs, excluding Developer fee, overhead or personnel costs of any type (other than for the Partnering facilitator).

3. Issue Resolution Ladder

a. General

Developer's Authorized Representative and Owner's Authorized Representative shall deliver all notices and communications in accordance with Section 23.10 (Notices and Communications) of the Agreement. For each issue escalated in accordance with this Exhibit 18, Developer's Authorized Representative and Owner's Authorized Representative shall each be responsible for tracking the issue through to resolution.

Under either the Expedited Ladder or the Non-Expedited Ladder, an issue or difference that has been escalated to the Level 1 Decision Makers may be further expedited for resolution by the Level 1 Decision Makers and the Level 2 Decision Makers at the next scheduled executive task force meeting, provided that such executive task force meeting occurs within the timeframes set out under the Expedited Ladder or the Non-Expedited Ladder (as applicable).

Any reference in this Exhibit 18 to a meeting is intended to refer to a meeting held in person or via videoconference or teleconference.

Any resolution of an issue or difference agreed by the Parties will be documented by the Parties in writing. Any amendments to the Agreement agreed by the Parties as part of the resolution of an issue or difference will be finalized and documented in accordance with Section 23.2 (Amendments) of the Agreement.

b. Expedited Ladder

If an issue arises during the Project and is unresolved at the working level pursuant to the communication protocols agreed upon for the Project, for 15 Business Days commencing on the date when Developer's Authorized Representative or Owner's Authorized Representative first identifies the issue or difference to the other in a meeting (as documented in meeting minutes) or in an email notification to the other marked "Issue for Resolution" and describing the issue or difference and the background to it (together with any supporting information), then the Parties will implement the following expedited issue resolution ladder ("**Expedited Ladder**"):

i. On the 16th Business Day, Developer's Authorized Representative will escalate the issue or difference to Developer's Level 1 Decision Maker for the Design Work and Construction Work of the Project and Owner's Authorized Representative will escalate the issue or difference to Owner's Level 1 Decision Maker responsible for the issue or difference to be resolved, in each case describing the issue or difference and the background to the issue or difference in a position paper (together with any supporting information) and the Level 1 Decision Makers will meet within five Business Days to attempt in good faith to resolve the issue or difference. The Developer's Authorized Representative and Owner's Authorized Representative will each notify the other that it has escalated the issue or difference to its Level 1 Decision Maker in accordance with the Agreement;

ii. If the Level 1 Decision Makers are unable to resolve the issue or difference within five Business Days of being notified of the issue or difference, Developer's Level 1 Decision Maker will escalate the issue or difference to Developer's Level 2 Decision Maker for the Work and Owner's Level 1 Decision Maker will escalate the issue or difference to Owner's Level 2 Decision Maker, in each case describing the issue or difference and the background to the issue or difference in a position paper (together with any supporting information) and the Level 2 Decision Makers will meet within five Business Days to attempt in good faith to resolve the issue or difference. Each Level 1 Decision Maker shall notify the other that it has escalated the issue or difference to its Level 2 Decision Maker in accordance with the Agreement; and

iii. If the Level 2 Decision Makers are unable to resolve the issue or difference within five Business Days of being notified of the issue or difference, then either Party may refer the issue or difference to the dispute resolution procedures under Section 18.4 (Design Work and Construction Work Disputes) of the Agreement.

c. Non-Expedited Ladder

If an issue arises during the planning and engineering activities of the Project and is unresolved at the working level pursuant to the communication protocols for the Project, for 30 Business Days commencing on the date when Developer's Authorized Representative or Owner's Authorized Representative first identifies the issue or difference to the other in a meeting (as documented in meeting minutes), in an email notification to the other or by any other process agreed under the communication protocols for the Project, then the Parties will implement the following non-expedited issue resolution ladder ("**Non-Expedited Ladder**"):

i. On the 31st Business Day, the Developer's Authorized Representative will escalate the issue or difference to Developer's Level 1 Decision Maker for the planning and engineering activities of the Project and Owner's Authorized Representative will escalate the issue or difference to Owner's Level 1 Decision Maker responsible for the issue or difference to be resolved, in each case describing the issue or difference and the Level 1 Decision Makers will meet within 15 Business Days to attempt in good faith to resolve the issue or difference. Developer's Authorized Representative and Owner's Authorized Representative will each notify the other that it has escalated the issue or difference to its Level 1 Decision Maker in accordance with the Agreement;

ii. If the Level 1 Decision Makers are unable to resolve the issue or difference within 15 Business Days of being notified of the issue or difference, Developer's Level 1 Decision Maker will escalate the issue or difference to Developer's Level 2 Decision Maker for the planning and engineering activities and Owner's Level 1 Decision Maker will escalate the issue or difference to Owner's Level 2 Decision Maker responsible for the issue or difference, in each case describing the issue or difference and the Level 2 Decision Makers will meet within 15 Business Days to attempt in good faith to resolve the issue or difference. Each Level 1 Decision Maker will notify the other that it has escalated the issue or difference to its Level 2 Decision Maker in accordance with the Agreement; and

iii. If the Level 2 Decision Makers are unable to resolve the issue or difference within 15 Business Days of being notified of the issue or difference, then either Party may refer the issue or difference to the dispute resolution procedures under Section 18.4 (Design Work and Construction Work Disputes) of the Agreement.

d. Level 1 Decision Makers and Level 2 Decision Makers

Developer and Owner shall identify Level 1 Decision Makers and Level 2 Decision Makers to address issues that may arise during the execution of: (1) Design Work and (2) Construction Work.

	Developer	**Owner**
Level 1 Decision Makers	• **Design Work:** Josh Coulter (Developer) Allison McCue and Thai Nyguen (Design-Build Contractor) • **Construction Work:** Josh Coulter (Developer) Allison McCue and Thai Nyguen (Design-Build Contractor)	Assistant General Manager or Deputy Manager (as applicable to the issue or difference, at Owner's discretion)

Level 2 Decision Makers	• **Design Work:** Stuart Marks (Developer) Michael Headrick and Jit Pahilajani (Design-Build Contractor) • **Construction Work:** Stuart Marks (Developer) Michael Headrick and Jit Pahilajani (Design-Build Contractor)	General Manager or City Chief Engineer (as applicable to the issue or difference, at Owner's discretion)

e. ample Four-Step Issue Resolution Ladder

For illustrative purposes, this section provides a sample four-step Issue Resolution Ladder.

Developer: AEG Plenary Conventions Los Angeles LLC

Project Title: Los Angeles Convention Center Expansion and Modernization Project Issue Resolution Ladder – Line Management

	Developer	Owner
LEVEL IV Senior Executive		
LEVEL III Executive		
LEVEL II Supervisors/Managers		
LEVEL I Project Manager/Construction Manager		

EXHIBIT 19

GUARANTY FORMS

Exhibit 19A: Form of Guaranty of Design-Build Contractor

Exhibit 19B: Form of Guarantee Assignment Agreement

EXHIBIT 19A

FORM OF GUARANTY OF DESIGN-BUILD CONTRACTOR

This Guaranty (the "**Guaranty**") is made as of _____, 2025 by [*Name of Parent*] ("**Guarantor**"), a corporation organized under the laws of _____, in favor of the City of Los Angeles ("**Owner**") and AEG Plenary Conventions Los Angeles LLC ("**Developer**"), a limited liability company organized under the laws of the State of California (each a "**Beneficiary**" and collectively, the "**Beneficiaries**"), as of the date set forth on the signature page to this Guaranty, and is made with reference to the following facts:

A. Owner and Developer have entered into a Project Agreement dated on or about the date hereof (as amended from time to time, the "**Project Agreement**") pursuant to which Developer has agreed to design and construct expansion and modernization improvements for the Los Angeles Convention Center, as detailed in the Project Agreement and related contract documents (the "**Project**").

B. Developer and PCL-Webcor Joint Venture, an unincorporated joint venture organized under the laws of California ("**Design-Build Contractor**") have entered into a Design-Build Contract dated on or about the date hereof (as amended from time to time, the "**Design-Build Contract**") pursuant to which Design-Build Contractor has agreed to design and construct the Project as Developer's prime design and construction contractor. Unless the context otherwise requires, capitalized terms used but not separately defined in this Guaranty have the meaning given to them in the Design-Build Contract.

B. Guarantor has agreed to enter into this Guaranty to (i) induce Owner to enter into the Project Agreement, (ii) induce Developer to enter into the Design-Build Contract, and (iii) consummate the transactions contemplated by the Project Agreement and the Design-Build Contract.

C. Guarantor owns and holds, directly or indirectly, an equity interest in the Design-Build Contractor. The execution of the Project Agreement and the Design-Build Contract by the parties thereto and the consummation of the transactions contemplated by the Project Agreement and Design-Build Contract will materially benefit Guarantor.

D. Without this Guaranty, Owner would not have entered into the Project Agreement with Developer and Developer would not have entered into the Design-Build Contract with Design-Build Contractor.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. Guaranty.

1.1 Guarantor guarantees to each Beneficiary and its successors and assigns the full and prompt payment and performance when due of all of the obligations of the Design-Build Contractor arising out of, in connection with, under or related to the Design-Build Contract (including, without limitation, the Design-Build Contractor's obligation to pay Liquidated Damages

and indemnify). The obligations guaranteed pursuant to this Guaranty are collectively referred to in this Guaranty as the "**Guaranteed Obligations**."

1.2 This Guaranty shall be effective as of the effective date of the Design-Build Contract, and terminates upon the later of (a) the date upon which Design-Build Contractor has fully performed and discharged all of its obligations under the Design-Build Contract and (b) the date upon which Guarantor has fully performed and discharged all of its obligations under this Guaranty.

1.3 Guarantor covenants to each Beneficiary that if at any time the Design-Build Contractor should default in the performance when due of, observance when due of, or should commit a breach of, any of the Guaranteed Obligations, Guarantor shall promptly, upon written notice by either Beneficiary, perform or pay the Guaranteed Obligations or cause the performance or payment of the Guaranteed Obligations, provided, however, that the respective Beneficiary shall have no claim against the Guarantor for non-payment or non-performance of the Guaranteed Obligations to the extent, and only to the extent, that Design-Build Contractor is lawfully excused from performing or paying in accordance with the express terms and conditions of the Design-Build Contract.

1.4 In no event shall the aggregate total liability of the Guarantor under this Guaranty exceed the amount defined in Section 10.7 (Limitation on DB Contractor's Aggregate Liability) of the Design-Build Contract.

1.5 Guarantor agrees that, to the extent Guarantor's obligations under this Guaranty relate to obligations of Design-Build Contractor which require performance other than the payment of money, Beneficiaries may proceed against Guarantor to effect specific performance of such obligations (to the extent that such relief is available). Guarantor agrees to assume the Design-Build Contract or to procure the assumption of the Design-Build Contract through the substitution of another legal entity wholly-owned by the Guarantor and/or any other guarantor of the Design-Build Contractor's obligations or otherwise approved by Owner in its sole discretion, and to perform or to procure the performance of all of the terms and conditions under the Design-Build Contract should the Design-Build Contract be disaffirmed or rejected by a trustee or court in a bankruptcy proceeding involving Design-Build Contractor, or, at the option of either Beneficiary, Guarantor shall, in the event of Design-Build Contractor's bankruptcy, make and enter into or have made and entered into, by one or more entities reasonably satisfactory to Beneficiaries, new contract documents for the balance of the term of the Design-Build Contract, which new contract documents shall be in form and substance identical to the replaced Design-Build Contract.

2. Unconditional Obligations. This Guaranty is a guaranty of payment and performance and not of collection. Except as provided in Section 18 (Defenses), this Guaranty is an absolute, unconditional and irrevocable guaranty of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred and whether or not enforceable against Design-Build Contractor. If any payment made by Design-Build Contractor or any other Person and applied to the Guaranteed Obligations is at any time annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will be fulfilled or discharged only by the complete payment and performance of the Guaranteed Obligations, whether by the Design-Build Contractor or Guarantor. Guarantor's obligations

hereunder will not be released, discharged or otherwise affected by the existence of any claim or set-off which Design-Build Contractor has or Guarantor may have against either Beneficiary, whether in connection with this Guaranty or any unrelated transaction, provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit.

This Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or the existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations, except as provided in Section 18 (Defenses).

3. Independent Obligations. Guarantor agrees that the Guaranteed Obligations are independent of the obligations of Design-Build Contractor and if any default occurs under this Guaranty, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Design-Build Contractor is joined therein. Beneficiaries may maintain successive actions for other defaults of Guarantor. Beneficiaries' rights under this Guaranty will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been indefeasibly paid and fully performed.

3.1 Guarantor agrees that either Beneficiary may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or collateral and without the necessity of proceeding against Design-Build Contractor. Guarantor waives the right to require Beneficiaries to proceed against the Design-Build Contractor, to exercise any right or remedy under any of the Design-Build Contract or to pursue any other remedy or to enforce any other right.

3.2 Guarantor will continue to be subject to this Guaranty notwithstanding: (a) any modification, agreement or stipulation between Design-Build Contractor and Developer or their respective successors and assigns, with respect to any of the Design-Build Contract or the Guaranteed Obligations; (b) any waiver of or failure to enforce the Guaranteed Obligations or any of the terms, covenants or conditions contained in any of the Design-Build Contract or any modification thereof; (c) any release of the Design-Build Contractor from any liability with respect to any of the Design-Build Contract; or (d) any release or subordination of any collateral then held by either Beneficiary as security for the performance by Design-Build Contractor of the Guaranteed Obligations.

3.3 The Guaranteed Obligations are not conditional or contingent upon the genuineness, validity, regularity or enforceability of the Project Agreement or the Design-Build Contract or the pursuit by Beneficiaries of any remedies which Beneficiaries either now have or may hereafter have with respect thereto under the Project Agreement or the Design-Build Contract.

3.4 Notwithstanding any other term or provision of this Guaranty, in the event that the Design-Build Contractor's obligations have been changed by any modification, agreement or stipulation between Design-Build Contractor and Developer or their respective successors or assigns, the term "Guaranteed Obligations" as used in this Guaranty shall mean the Guaranteed Obligations as so changed, except that the Guaranteed Obligations shall be determined without

regard to the effect of any such modification, agreement or stipulation in the context of a bankruptcy or insolvency proceeding in which Design-Build Contractor is the debtor, unless otherwise specified in the modification, agreement or stipulation.

4. Liability of Guarantor.

4.1 Either Beneficiary may enforce this Guaranty upon the occurrence of a breach by Design-Build Contractor of any of the Guaranteed Obligations, notwithstanding the existence of any dispute between Developer and Design-Build Contractor with respect to the existence of such a breach.

4.2 Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

4.3 Beneficiaries, upon such terms as they deem appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability under this Guaranty, from time to time may:

(a) with respect to the financial obligations of Design-Build Contractor, if and as permitted by the Design-Build Contract, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations;

(b) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto;

(c) request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment and performance of this Guaranty or the Guaranteed Obligations;

(d) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations;

(e) enforce and apply any security hereafter held by or for the benefit of Beneficiaries in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that Beneficiaries may have against any such security, as Beneficiaries in their discretion may determine; and

(f) exercise any other rights available and as permitted under the Design-Build Contract.

4.4 This Guaranty and the obligations of Guarantor under this Guaranty will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than indefeasible performance in full of the Guaranteed

Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them:

(a) any failure or omission to assert or enforce an agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Design-Build Contract, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto;

(b) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) of the Project Agreement, Design-Build Contract or any agreement or instrument executed pursuant thereto; or

(c) Beneficiaries' knowledge of or consent to the change, reorganization or termination of the corporate structure or existence of Design-Build Contractor.

5. Waivers.

5.1 Guarantor waives all defenses based on suretyship or impairment of collateral. The parties intend the waiver of suretyship impairment of collateral defenses to be total and complete and, in addition to the effect provided for under the laws of the state, to have the effects described in Section 48 of the Restatement (Third) of the Law of Suretyship and Guaranty and under Article 3 of the UCC.

5.2 Without limiting the general waiver in Section 5.1, to the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of:

(a) any right to require Beneficiaries to proceed against Design-Build Contractor or any other Person or to proceed against or exhaust any security held by Guarantee at any time or to pursue any right or remedy under any of the Design-Build Contract or any other remedy in either Beneficiary's power before proceeding against Guarantor;

(b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of, or revocation hereby by Guarantor or any other Person or the failure of either Beneficiary to file or enforce a claim against the assets or estate (either in administration, bankruptcy or any other proceeding) of any such Person;

(c) any defense that may arise by reason of lack of or deficiency in any presentment, demand for payment or performance or otherwise, protest or notice of any other kind.

(d) any right or defense arising out of an election of remedies by either Beneficiary even though the election of remedies, such as nonjudicial foreclosure with respect to any security for the Guaranteed Obligations, has destroyed the Guarantor's rights of subrogation and reimbursement against Design-Build Contractor by the operation of Section 580d of the California Code of Civil Procedure or otherwise;

(e) all notices to Guarantor or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of Design-Build Contractor under any of the Design-Build

Contract, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto or notice of any other matters relating thereto;

(f) any defense based upon discharge or release of any security given or held by either Beneficiary in connection with the Guaranteed Obligations;

(g) any duty on the part of either Beneficiary to disclose to Guarantor any matter, fact or thing the Beneficiary may now or hereafter know about Design-Build Contractor or its business, operations or conditions, regardless of whether the Beneficiary has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, has reason to believe that such facts are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor. Guarantor acknowledges that it is fully responsible for being and keeping informed of the financial condition of Design-Build Contractor and of all circumstances bearing on the risk of non-payment of any Guaranteed Obligations;

(h) the fact that Guarantor may at any time in the future dispose of all or part of its direct or indirect ownership or economic interests in Design-Build Contractor;

(i) any defense it might have that liquidated damages or stipulated damages owing under the Design-Build Contract constitute a penalty or that they do not bear a reasonable relation to the actual damages; and

(j) any and all suretyship defenses under applicable law.

5.3 To the extent not addressed elsewhere by this Guaranty, Guarantor expressly waives any and all benefits, rights and/or defenses which might otherwise be available to Guarantor under the following sections of the California Civil Code:

(a) Section 2809 (the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal)

(b) Section 2810 (a surety is not liable if, for any reason other than the mere personal disability of the principal, there is no liability upon the part of the principal at the time of execution of the contract, or the liability of the principal thereafter ceases);

(c) Section 2819 (a surety is exonerated if the creditor alters the original obligation of the principal without the consent of the surety);

(d) Section 2822 (a surety's right to have the principal designate the portion of any obligation to be satisfied by the surety in the event that the principal provides partial satisfaction of such obligation);

(e) Section 2845 (a surety is exonerated to the extent that the creditor fails to proceed against the principal, or to pursue any other remedy in the creditor's power which the surety cannot pursue and which would lighten the surety's burden);

(f) Section 2846 (a surety may compel the principal to perform the obligation when due);

(g) Section 2847 (if a surety satisfies the principal obligation, or any part thereof, the principal is obligated to reimburse the surety for the amounts paid by the surety);

(h) Section 2850 (whenever the property of a surety is hypothecated with property of the principal, the surety is entitled to have the property of the principal first applied to the discharge of the obligation);

(i) Section 2899 (where one has a lien upon several things, and other persons have subordinate liens upon, or interests in, some but not all of the same things, the person having the prior lien, if he can do so without risk of loss to himself, or of injustice to other persons, must resort to the property in a certain order, on the demand of any party interested); and

(j) Section 3433 (where a creditor is entitled to resort to each of several funds for the satisfaction of his claim, and another person has an interest in, or is entitled as a creditor to resort to some, but not all of them, the latter may require the former to seek satisfaction from those funds to which the latter has no such claim, so far as it can be done without impairing the right of the former to complete satisfaction, and without doing injustice to third persons).

5.4 To the extent not addressed elsewhere by this Guaranty, Guarantor expressly agrees not to exercise or take advantage of any rights, benefits and/or defenses which might be available to Guarantor under the following California Civil Code Sections, unless and until the Guaranteed Obligations shall have been indefeasibly paid and satisfied in full:

(a) Section 2839 (performance of the principal obligation, or an offer of such performance, duly made as provided in the California Civil Code, exonerates a surety);

(b) Section 2848 (a surety, upon satisfaction of the obligation of the principal, is entitled to enforce remedies which the creditor then has against the principal and to pursue his co-sureties or other third parties after the surety has satisfied the underlying debt, or at least more than his share of it); and

(c) Section 2849 (a surety is entitled to the benefit of security held by the creditor for the performance of the principal obligation held by the creditor).

6. Waiver of Subrogation and Rights of Reimbursement. Until the Guaranteed Obligations have been indefeasibly paid in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against Design-Build Contractor that arises from the performance of Guarantor under this Guaranty, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification (including by reason of Sections 2787 to 2855, inclusive, of the California Civil Code), or participation in any claim, right or remedy of either Beneficiary against Design-Build Contractor, or any other security or collateral that either Beneficiary now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. All existing or future indebtedness of Design-Build Contractor or any shareholders, partners, members, joint venturers of Design-Build Contractor to Guarantor is subordinated to all of the Guaranteed Obligations until such time as all Guaranteed Obligations shall have been indefeasibly paid in full. Whenever and for so long as Design-Build Contractor shall be in default in the performance of a Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by Design-Build Contractor or any shareholders, partners, members, joint venturers of Design-Build Contractor to Guarantor without the prior written consent of Beneficiaries. Any payment by Design-Build Contractor or any shareholders, partners, members, joint venturers of Design-Build Contractor to Guarantor in violation of this provision shall be deemed to have been received by Guarantor as trustee for Beneficiaries.

7. Cumulative Rights. All rights, powers and remedies of Beneficiaries under this Guaranty will be in addition to and not in lieu of all other rights, powers and remedies given to Beneficiaries, whether at law, in equity or otherwise.

8. Notices.

8.1 Any communication, notice or demand of any kind whatsoever under this Guaranty shall be in writing and (a) delivered personally; (b) sent by certified mail, postage prepaid, with return receipt requested; (c) sent by a recognized overnight mail or courier service, postage prepaid, with delivery receipt requested, or (d) sent by email communication followed by a hard copy and with receipt confirmed by telephone, addressed as follows:

If to Developer:
AEG Plenary Conventions Los Angeles LLC
Attention: Stuart Marks
633 W Fifth Street, Suite 4975
Los Angeles, CA 90071
Phone: 424-278-2173
Email: stuart.marks@plenaryamericas.com

If to Owner:
Bureau of Engineering, Program Manager
Attention: Richard Louie
1149 S. Broadway, Suite 890
Los Angeles, CA 90015
Phone: 213-923-6337
Email: richard.louie@lacity.org

Office of the City Administrative Officer
Attention: Benjamin Ceja
200 North Main Street, Room 1500 City Hall East
Los Angeles, CA 90012
Phone: 213-978-7688
Email: ben.ceja@lacity.org

With copies to:
Office of the City Attorney Los Angeles
Attention: General Counsel for Bureau of Engineering
200 North Main Street
Los Angeles, CA 90012-4110

If to Guarantor:
PCL Construction Enterprises, Inc.
Attention: Michael Kehoe, Vice President, Finance Executive
200 South Colorado Blvd Ste 2-500
Denver, CO 80222
Phone: 303-365-6511
Email: MJKehoe@pcl.com

With copies to:
PCL Construction Services, Inc.
Attention: David Clarke
655 N Central Avenue Suite 1600
Glendale, CA 91203

Phone: 818-246-3481
Email: DMClarke@pcl.com

If to Guarantor: Obayashi USA, LLC
Attention: Yuichiro Sakai, Senior Executive Vice President
950 Tower Lane, Suite 800
Foster City, CA 94404
Phone: 650-952-4910
Email: Yuichiro.Sakai@obayashi-usa.com

With copies to: Rogers Joseph O'Donnell, PC
Attention: Mark J. Linderman, Esq.
311 California Street, 10th Floor
San Francisco, CA 94104
Phone: 415-365-5321
Email: mlinderman@rjo.com

8.2 The Guarantor and each Beneficiary may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

8.3 All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section 8 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

9. No Waiver. Any forbearance or failure to exercise, and any delay by a Beneficiary in exercising, any right, power or remedy under this Guaranty will not impair any such right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.

10. Assignability. This Guaranty is binding upon the successors and assigns of Guarantor and inures to the benefit of the successors and assigns of each Beneficiary, but is not assignable by Guarantor without the prior written consent of both Beneficiaries, which consent may be granted or withheld in Beneficiaries' sole discretion. Any assignment by Guarantor effected in accordance with this Section 10 will not relieve Guarantor of its obligations and liabilities under this Guaranty.

11. Amendments. No amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and both Beneficiaries. No waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by both Beneficiaries. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

12. Captions. The captions in this Guaranty are for convenience of reference only and do not modify, explain, enlarge or restrict any of the provisions of this Guaranty.

13. Construction of Agreement. Ambiguities or uncertainties in the wording of this Guaranty will not be construed for or against any party, but will be construed in the manner that most accurately reflects the parties' intent as of the date hereof.

14. Representations and Warranties. In addition to the representations and warranties with respect to solvency set forth in Section 16 (Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty; Solvency), Guarantor represents and warrants that:

(a) it is a corporation duly organized, validly existing, and in good standing under the laws of the Province of Alberta, Canada;

(b) it has requisite corporate power and authority to execute, deliver and perform this Guaranty;

(c) the execution, delivery and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action on the part of Guarantor and proof of such authorization will be provided with the execution of this Guaranty;

(d) this Guaranty has been duly executed and delivered and constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms;

(e) neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under: (i) the certificate of incorporation or by-laws of Guarantor, (ii) any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right restriction, or obligation to which Guarantor is a party or any of its property is subject or by which Guarantor is bound, or (iii) any federal, state, or local law, statute, ordinance, rule or regulation applicable to Guarantor;

(f) it now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Design-Build Contract or referred to therein, and the financial status of Design-Build Contractor and the ability of Design-Build Contractor to pay and perform the Guaranteed Obligations;

(j) it has reviewed and approved copies of the Design-Build Contract and is fully informed of the remedies Developer may pursue, with or without notice to Design-Build Contractor or any other Person, in the event of default of any of the Guaranteed Obligations;

(k) it has made, and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied it will make, its own credit analysis of Design-Build Contractor and will keep itself fully informed as to all aspects of the financial condition of Design-Build Contractor, the performance of the Guaranteed Obligations and all other circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations;

(l) no consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date of this Guaranty;

(m) there is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Entity which challenges the validity or enforceability of this Guaranty;

(n) it is not subject to any outstanding judgment, rule, writ, injunction or decree of any Governmental Entity that adversely affects its ability to perform its obligations under this Guaranty; and

(o) it derives a substantial direct or indirect economic benefit from the Design-Build Contract.

15. Limitation by Law. All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that such exercise does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid or unenforceable, in whole or in part.

16. Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty; Solvency.

16.1 The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Design-Build Contractor or by any defense which Design-Build Contractor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. Beneficiaries are not obligated to file any claim relating to the Guaranteed Obligations if Design-Build Contractor becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of Beneficiaries so to file will not affect Guarantor's obligations under this Guaranty.

16.2 Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in Section 16.1 above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) will be included in the Guaranteed Obligations. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or any similar person to pay Beneficiaries, or allow the claim of either Beneficiary in respect of, any such interest accruing after the date on which such proceeding is commenced.

17. Governing Law. The validity, interpretation and effect of this Guaranty are governed by and will be construed in accordance with the laws of the State of California applicable to contracts made and to be performed in such State and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law. Guarantor consents to the jurisdiction of the State of California with regard to this Guaranty. The venue for any action regarding this Guaranty shall be Los Angeles County, California.

18. Defenses. Notwithstanding any other provision to the contrary, Guarantor shall be entitled to the benefit of all defenses available to the Design-Build Contractor under the Design-Build Contract except (a) those expressly waived in this Guaranty, (b) failure of consideration, lack of authority of the Design-Build Contractor and any other defense to formation of the Design-Build

Contract, and (c) defenses available to the Design-Build Contractor under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors.

19. Attorneys' Fees. Guarantor agrees to pay to each Beneficiary reasonable attorneys' fees and all costs and other expenses (whether by lawsuit or otherwise, and including such fees and costs of litigation, arbitration and bankruptcy, and including appeals) incurred by each Beneficiary in enforcing, collecting or compromising any Guaranteed Obligation or enforcing or collecting this Guaranty against Guarantor or in attempting to do any or all of the foregoing.

20. Joint and Several Liability. If the Guarantor is comprised of more than one individual and/or entity, such individuals and/or entities, as applicable, shall be jointly and severally liable for the Guaranteed Obligations. If more than one guaranty is executed with respect to Design-Build Contractor and the Project, each guarantor under such a guaranty shall be jointly and severally liable with the other guarantors with respect to the obligations guaranteed under such guaranties.

21. Entire Agreement. This Guaranty contains the entire agreement of Guarantor with respect to the transactions contemplated hereby, and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof, written or oral, with respect to the subject matter hereof. No waiver, modification or amendment of any provision of this Guaranty is effective unless made in writing and duly signed by Guarantor and each Beneficiary, and then only to the specific purpose, extent and interest so provided.

22. Severability. If any clause, provision, section or part of this Guaranty is ruled invalid by a court having proper jurisdiction, it will be adjusted rather than voided, to achieve the intent of the parties, and all of the provisions deemed unenforceable will be deemed valid and enforceable to the greatest extent possible.

23. Guarantor Acknowledgements. Guarantor acknowledges having read all of the provisions of this guaranty and agrees to its terms. Guarantor agrees that no formal acceptance by beneficiaries is necessary to make this guaranty effective.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty, and it is effective, as of the date first written above.

[*GUARANTOR*]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT 19B

FORM OF GUARANTEE ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (this "**Agreement**"), dated as of [_____] ("**Effective Date**") is made and entered into between and among **[Guarantor]**, a [_____] formed under the laws of [_____] (together with its successors and permitted assigns, the "**Guarantor**"), AEG Plenary Conventions Los Angeles LLC, a limited liability company organized under the laws of the State of California, (together with its successors and permitted assigns, "**Developer**"), and the City of Los Angeles, a municipal corporation ("**Owner**").

WITNESSETH:

WHEREAS, Developer and Owner entered into that certain Project Agreement dated as of [_____] (the "**Project Agreement**"), for the design and construction of the Los Angeles Convention Center Expansion and Modernization Project (the "**Project**"); and

WHEREAS, Guarantor issued to the benefit of Developer that certain guarantee, dated as of [_____] (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee**"); and

WHEREAS, pursuant to Section 10.4.2(b) of the Project Agreement, Developer is required to deliver to Owner an executed transfer and assignment of Developer's beneficiary rights under the Guarantee from Developer to Owner;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, it is agreed as follows:

(i) Capitalized terms used but not defined in this Agreement shall have the meanings given to those terms in the Guarantee.

(ii) Developer hereby assigns absolutely, and irrevocably conveys, transfers and sets over unto Owner, as and with effect from the Effective Date, all of its present and future right and interest in, under and with respect to the Guarantee and any proceeds therefrom, together with all documents and instruments evidencing any of such right and interest.

(iii) Owner hereby accepts the assignment contained in Section (ii), and assumes all of the rights and interests of Developer in, under and with respect to the Guarantee to the same extent as if Owner had executed the Guarantee in the place of Developer and agrees to be bound by the terms and provisions of the Guarantee.

(iv) Guarantor hereby irrevocably consents to the assignment contained in Section (ii). Each of Developer, Guarantor and Owner hereby acknowledges and agrees that, as and with effect from the Effective Date, the respective rights and interests of Developer in, under and with respect to the Guarantee are assigned and assumed by Owner and the Guarantee shall be deemed to constitute an agreement between the Guarantor and Owner.

(v) This Agreement shall be governed by and construed in accordance with the laws of the State, any applicable federal law, the Los Angeles City Charter, and the ordinances, regulations, codes, and Executive Orders enacted and/or promulgated pursuant thereto.

(vi) ALL JUDICIAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, MAY BE BROUGHT IN ANY STATE OR

FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA, COUNTY AND CITY OF LOS ANGELES. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH OF THE PARTIES HERETO IRREVOCABLY:

1) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;

2) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ITS ADDRESS IN ACCORDANCE WITH SECTION (xii);

3) AGREES THAT SERVICE AS PROVIDED IN CLAUSE 2) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER IT IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT;

4) AGREES THAT EACH PARTY HERETO RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS IN THE COURTS OF ANY OTHER JURISDICTION; AND

5) AGREES THAT THE PROVISIONS OF THIS SECTION (vi) RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 410.40 OR OTHERWISE.

(vii) Whenever possible, each provision of this Agreement shall be interpreted in such a manner to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement and the parties shall negotiate in good faith an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement.

(viii) None of the terms or provisions of this Agreement may be waived, altered, modified, supplemented or amended after the date hereof except by an instrument in writing, duly executed by Developer, Guarantor and Owner. Any amendment, waiver, alteration, modification, supplementation or amendment to this Agreement made in violation of this Section (viii) shall be null and void.

(ix) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(x) The agreements of the parties hereto are solely for the benefit of Developer, Guarantor and Owner, and shall be binding upon and inure to the benefit of the respective successors and permitted assigns and designees of each of the foregoing parties. No person or entity (other than the foregoing parties, including their respective successors and assigns) shall have any rights hereunder.

(xi) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

(xii) Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other a communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and sent:

1) If to Guarantor, at:

[_____]

2) If to Developer, at:

[_____]

3) If to Owner, at:

[_____]

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or (d) if sent by email. Notice so given shall be effective upon receipt by the addressee; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice on at least five (5) Business Days' written notice to the other parties in the manner set forth herein above.

IN WITNESS WHEREOF, Guarantor, Developer and Owner have executed and delivered this Agreement as of the date first above written.

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[SIGNATURE PAGES FOLLOW]

AEG PLENARY CONVENTIONS LOS ANGELES, LLC,
as Developer

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged and agreed:

[_____],
as Guarantor

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____

Name: Hydee Feldstein Soto, City Attorney

Title: Assistant/Deputy City Attorney

CITY OF LOS ANGELES

By: _____

Name: _____

Title:

By: _____

Name: _____

Title:

EXHIBIT 20

LACC EVENTS SCHEDULE

(See attached.)

Draft: As of 6/17/25

2024-2028 LACC EVENTS									
Year Event Moves in	**Month Event Moves In**	**In Date - Event**	**Start Date - Event**	**End Date - Event**	**Out Date - Event**	**Event Description**	**Type - Event**	**Event Status***	**Estimated Peak Daily Attendance**
2025	September	9/3/2025	9/5/2025	9/6/2025	9/6/2025	Franchise Expo	Trade Show (TRS)	Licensed (50)	1,500
2025	September	9/8/2025	9/8/2025	9/9/2025	9/9/2025	LATCB 2025 Market Outlook Forum	Assembly (ASM)	Licensed (50)	500
2025	September	9/13/2025	9/13/2025	9/13/2025	9/13/2025	Yugioh! Duelist's Advance Regional Qualifier	Consumer Show (CNS)	Prospect (19)	750
2025	September	9/13/2025	9/17/2025	9/17/2025	9/18/2025	AWS 2025 SUMMIT	Trade Show (TRS)	Licensed (50)	4,000
2025	September	9/19/2025	9/20/2025	9/20/2025	9/20/2025	Han-Maum Taekwondo Festival	Consumer Show (CNS)	Prospect (19)	2,000
2025	September	9/19/2025	9/20/2025	9/21/2025	9/22/2025	HORRORCON L.A.	Consumer Show (CNS)	Licensed (50)	3,000
2025	September	9/24/2025	9/26/2025	9/28/2025	9/29/2025	LA Comic Con	Consumer Show (CNS)	Licensed (50)	50,000
2025	September	9/30/2025	10/1/2025	10/1/2025	10/1/2025	Net Zero Conference 2025	Trade Show (TRS)	Licensed (50)	1,000
2025	**September Total**								
2025	October	10/1/2025	10/1/2025	10/2/2025	10/2/2025	St. Johns Community Health Training	Assembly (ASM)	Pending (40)	900
2025	October	10/3/2025	10/3/2025	10/4/2025	10/4/2025	Prometric Testing	Assembly (ASM)	Licensed (50)	1,500
2025	October	10/3/2025	10/4/2025	10/4/2025	10/4/2025	2025 NAGA Los Angeles Grappling Championship	Consumer Show (CNS)	Prospect (19)	1,800
2025	October	10/4/2025	10/4/2025	10/5/2025	10/5/2025	Bandai Card Game Event	Consumer Show (CNS)	Licensed (50)	850
2025	October	10/4/2025	10/4/2025	10/5/2025	10/5/2025	California Bridal	Consumer Show (CNS)	Licensed (50)	2,000
2025	October	10/4/2025	10/5/2025	10/5/2025	10/5/2025	Wekfest LA 2025	Consumer Show (CNS)	Licensed (50)	3,000
2025	October	10/9/2025	10/13/2025	10/15/2025	10/16/2025	Congress of Neurological Surgeons 2025 Annual Meeting	Conventions with Exhibits (VT)	Licensed (50)	5,000
2025	October	10/17/2025	10/17/2025	10/17/2025	10/17/2025	WebCongress LA	Meeting (MTG)	Prospect (19)	400
2025	October	10/17/2025	10/18/2025	10/19/2025	10/19/2025	El Sembrador Ministries- CDJ	Assembly (ASM)	Licensed (50)	3,000
2025	October	10/17/2025	10/18/2025	10/19/2025	10/19/2025	LA CARD SHOW	Consumer Show (CNS)	Prospect (19)	5,000
2025	October	10/17/2025	10/18/2025	10/19/2025	10/19/2025	Ultimate Women's Expo	Consumer Show (CNS)	Licensed (50)	2,000
2025	October	10/18/2025	10/18/2025	10/18/2025	10/18/2025	Bandai Card Gaming Events	Consumer Show (CNS)	Licensed (50)	600
2025	October	10/21/2025	10/21/2025	10/23/2025	10/23/2025	#RISK West Coast	Trade Show (TRS)	Pending (40)	3,000
2025	October	10/23/2025	10/23/2025	10/23/2025	10/23/2025	2025 Sports & Entertainment Procurement Summit	Assembly (ASM)	Prospect (19)	1,000
2025	October	10/24/2025	10/28/2025	10/30/2025	10/31/2025	Adobe Systems Incorporated - MAX 2025	Conventions with Exhibits (VT)	Licensed (50)	7,500
2025	**October Total**								
2025	November	11/1/2025	11/1/2025	11/2/2025	11/2/2025	Tonight's Conversation	Consumer Show (CNS)	Prospect (19)	1,500
2025	November	11/1/2025	11/2/2025	11/2/2025	11/2/2025	LA CARD SHOW	Consumer Show (CNS)	Prospect (19)	5,000
2025	November	11/1/2025	11/4/2025	11/7/2025	11/7/2025	Informa - Greenbuild 2025	Conventions with Exhibits (VT)	Licensed (50)	12,000
2025	November	11/7/2025	11/20/2025	11/30/2025	12/4/2025	LA Auto Show	Consumer Show (CNS)	Pending (40)	50,000
2025	**November Total**								
2025	December	12/3/2025	12/5/2025	12/7/2025	12/8/2025	Ski Dazzle Winter Expo & Sale	Consumer Show (CNS)	Licensed (50)	5,000
2025	December	12/5/2025	12/5/2025	12/6/2025	12/6/2025	Los Angeles Got Sole	Consumer Show (CNS)	Prospect (19)	3,000
2025	December	12/5/2025	12/5/2025	12/9/2025	12/9/2025	Q-Insights (Confidential Auto Research)	Trade Show (TRS)	Prospect (19)	100
2025	December	12/5/2025	12/6/2025	12/6/2025	12/6/2025	Prometric Testing	Assembly (ASM)	Prospect (19)	1,540
2025	December	12/5/2025	12/6/2025	12/7/2025	12/7/2025	Spirit Royale Cheer	Consumer Show (CNS)	Prospect (19)	3,000
2025	December	12/7/2025	12/9/2025	12/10/2025	12/11/2025	FutureScape USA	Trade Show (TRS)	Licensed (50)	1,000
2025	December	12/10/2025	12/12/2025	12/14/2025	12/15/2025	SoCal Cup: Winter Formal Volleyball Tournament	Consumer Show (CNS)	Licensed (50)	10,000
2025	December	12/17/2025	12/19/2025	12/21/2025	12/22/2025	Futsal Festival	Consumer Show (CNS)	Pending (40)	500
2025	December	12/18/2025	12/20/2025	12/21/2025	12/21/2025	LA Collect-A-Con	Consumer Show (CNS)	Licensed (50)	8,000
2025	December	12/26/2025	12/31/2025	1/1/2026	1/3/2026	Forever Midnight NYE Concert	Consumer Show (CNS)	Prospect (19)	20,000
2025	December	12/30/2025	1/7/2026	1/11/2026	1/13/2026	LA Art Show	Consumer Show (CNS)	Licensed (50)	4,000
2025	**December Total**								
2025 Total									
2026	January	1/2/2026	1/3/2026	1/4/2026	1/4/2026	Oddities & Curiosities Expo	Consumer Show (CNS)	Licensed (50)	6,500
2026	January	1/3/2026	1/11/2026	1/11/2026	1/11/2026	California Bridal & Wedding Expo	Consumer Show (CNS)	Prospect (19)	2,000
2026	January	1/8/2026	1/8/2026	1/8/2026	1/8/2026	Labor Arbitration Institute	Meeting (MTG)	Expected	300
2026	January	1/8/2026	1/10/2026	1/11/2026	1/11/2026	Fit Expo	Consumer Show (CNS)	Licensed (50)	8,000
2026	January	1/9/2026	1/10/2026	1/10/2026	1/10/2026	Martin Luther King Jr. Breakfast - 2nd choice	Assembly (ASM)	Prospect (19)	1,200
2026	January	1/15/2026	1/17/2026	1/22/2026	1/23/2026	Anheuser-Busch 2026 SAMCOM	Conventions with Exhibits (VT)	Pending (40)	3,500
2026	January	1/16/2026	1/17/2026	1/17/2026	1/17/2026	Martin Luther King Jr. Breakfast - 1st choice	Assembly (ASM)	Prospect (19)	1,200
2026	January	1/19/2026	1/24/2026	1/25/2026	1/26/2026	Bandai Card Game Tournament	Consumer Show (CNS)	Expected	8,500
2026	January	1/23/2026	1/24/2026	1/25/2026	1/25/2026	WC Cheer - Backup (limited MI)	Consumer Show (CNS)	Prospect (19)	3,000
2026	January	1/23/2026	1/30/2026	1/30/2026	1/31/2026	2026 MusiCares Person of the Year Silent Auction & Dinner	Assembly (ASM)	Prospect (19)	3,500
2026	January	1/29/2026	1/31/2026	2/1/2026	2/1/2026	WC Cheer - 1st choice weekend	Consumer Show (CNS)	Prospect (19)	3,000
2026	January	1/30/2026	1/30/2026	1/30/2026	1/30/2026	Holland & Knight LLP	Assembly (ASM)	Prospect (19)	150
2026	**January Total**								
2026	Febrary	2/4/2026	2/4/2026	2/4/2026	2/4/2026	AEG Community Affairs - LA Business Council Winter Meeting	Meeting (MTG)	Expected	50
2026	Febrary	2/6/2026	2/11/2026	2/16/2026	2/17/2026	National Basketball Association - NBA 2026 All-Star Weekend	Conventions with Exhibits (VT)	Licensed (50)	4,500
2026	Febrary	2/13/2026	2/14/2026	2/15/2026	2/15/2026	Bailar Concert	Consumer Show (CNS)	Expected	4,000
2026	Febrary	2/18/2026	2/18/2026	2/18/2026	2/18/2026	Vendor Expo for South Central Los Angeles Regional Center	Trade Show (TRS)	Expected	300
2026	Febrary	2/18/2026	2/20/2026	2/25/2026	2/26/2026	ViVE 2026	Conventions with Exhibits (VT)	Licensed (50)	12,000
2026	Febrary	2/27/2026	2/28/2026	3/1/2026	3/1/2026	El Sembrador Ministries - Metanoia de Mujeres (Women's Event)	Assembly (ASM)	Pending (40)	5,000
2026	Febrary	2/27/2026	2/28/2026	3/1/2026	3/1/2026	Security and Safety Expo	Consumer Show (CNS)	Licensed (50)	2,000
2026	**Febrary Total**								

Draft: As of 6/17/25

2024-2028 LACC EVENTS									
Year Event Moves in	**Month Event Moves In**	**In Date - Event**	**Start Date - Event**	**End Date - Event**	**Out Date - Event**	**Event Description**	**Type - Event**	**Event Status***	**Estimated Peak Daily Attendance**
2026	March	3/1/2026	3/3/2026	3/5/2026	3/6/2026	2026 Catersource & The Special Event	Conventions with Exhibits (VT)	Pending (40)	4,000
2026	March	3/2/2026	3/4/2026	3/5/2026	3/6/2026	MAKEUP IN LOSANGELES 2026	Trade Show (TRS)	Licensed (50)	1,500
2026	March	3/5/2026	3/6/2026	3/8/2026	3/8/2026	Victory Gymnastics Classic	Consumer Show (CNS)	Pending (40)	2,500
2026	March	3/6/2026	3/7/2026	3/7/2026	3/8/2026	Glamour Gowns & Suit Up	Meeting (MTG)	Expected	500
2026	March	3/6/2026	3/7/2026	3/8/2026	3/8/2026	Los Angeles Jiu Jitsu IBJJF	Consumer Show (CNS)	Prospect (19)	1,800
2026	March	3/7/2026	3/7/2026	3/7/2026	3/7/2026	Women of Excellence Ministries	Meeting (MTG)	Expected	200
2026	March	3/9/2026	3/10/2026	3/10/2026	3/10/2026	LA Library Staff Development Day	Assembly (ASM)	Prospect (19)	1,125
2026	March	3/11/2026	3/15/2026	3/19/2026	3/21/2026	Optica OFC 2026	Conventions with Exhibits (VT)	Pending (40)	13,000
2026	March	3/12/2026	3/12/2026	3/12/2026	3/12/2026	Islamic Center of Southern California	Assembly (ASM)	Prospect (19)	1,000
2026	March	3/13/2026	3/14/2026	3/14/2026	3/14/2026	Tuner Evolution Car Show	Consumer Show (CNS)	Expected	3,500
2026	March	3/17/2026	3/18/2026	3/19/2026	3/19/2026	Angeles County DHSP Ending the HIV Epidemic Workforce Confer	Meeting (MTG)	Expected	371
2026	March	3/19/2026	3/19/2026	3/20/2026	3/20/2026	Islamic Center of Southern California	Assembly (ASM)	Prospect (19)	1,000
2026	March	3/19/2026	3/19/2026	3/23/2026	3/23/2026	Grand Archive TCG - Ascent Los Angeles 2026	Consumer Show (CNS)	Prospect (19)	550
2026	March	3/19/2026	3/20/2026	3/22/2026	3/22/2026	Flesh and Blood, Pro Tour Los Angeles	Consumer Show (CNS)	Expected	1,500
2026	March	3/20/2026	3/20/2026	3/22/2026	3/22/2026	Victory Gymnastics - Level 2 State- Not likely	Consumer Show (CNS)	Prospect (19)	2,500
2026	March	3/25/2026	3/26/2026	3/31/2026	3/31/2026	American Pharmacists Association - Annual Meeting	Conventions with Exhibits (VT)	Licensed (50)	6,550
2026	March	3/26/2026	3/28/2026	3/29/2026	3/29/2026	Victory Gymnastics - XCEL STATE	Consumer Show (CNS)	Prospect (19)	2,500
2026	March	3/31/2026	3/31/2026	4/2/2026	4/2/2026	IRS Hiring Event	Meeting (MTG)	Expected	250
2026	**March Total**								
2026	April	4/1/2026	4/1/2026	4/5/2026	4/5/2026	USA Volleyball	Consumer Show (CNS)	Prospect (19)	10,000
2026	April	4/1/2026	4/4/2026	4/4/2026	4/5/2026	Insomniac Concert Hold	Consumer Show (CNS)	Prospect (19)	20,000
2026	April	4/2/2026	4/3/2026	4/3/2026	4/3/2026	Girls to Greatness	Assembly (ASM)	Expected	950
2026	April	4/3/2026	4/5/2026	4/5/2026	4/5/2026	Sikh Dharma of Southern California - Vaisakhi	Assembly (ASM)	Prospect (19)	7,500
2026	April	4/3/2026	4/5/2026	4/6/2026	4/6/2026	Los Angeles Career Forum 2024	Consumer Show (CNS)	Prospect (19)	800
2026	April	4/4/2026	4/4/2026	4/4/2026	4/4/2026	Grand Archive Events	Meeting (MTG)	Expected	100
2026	April	4/6/2026	4/7/2026	4/12/2026	4/13/2026	erican Educational Research Association - 2026 AERA Annual Mee	Conventions with Exhibits (VT)	Pending (40)	18,000
2026	April	4/8/2026	4/8/2026	4/8/2026	4/8/2026	HR Star Conference	Meeting (MTG)	Expected	700
2026	April	4/9/2026	4/11/2026	4/12/2026	4/12/2026	Los Angeles Career Forum - 2nd choice	Consumer Show (CNS)	Prospect (19)	800
2026	April	4/10/2026	4/10/2026	4/10/2026	4/10/2026	Tonight's Conversation: Live & UNCUT	Assembly (ASM)	Expected	2,500
2026	April	4/11/2026	4/11/2026	4/11/2026	4/11/2026	Yugioh! Regional Qualifier	Consumer Show (CNS)	Expected	1,000
2026	April	4/11/2026	4/11/2026	4/12/2026	4/12/2026	Concert: Cumbia Music and Dance	Consumer Show (CNS)	Expected	2,056
2026	April	4/14/2026	4/15/2026	4/15/2026	4/15/2026	Apartment Owners Association of California 2026	Trade Show (TRS)	Prospect (19)	2,000
2026	April	4/15/2026	4/16/2026	4/19/2026	4/19/2026	SBMT World Congress 2026	Trade Show (TRS)	Licensed (50)	500
2026	April	4/16/2026	4/16/2026	4/19/2026	4/19/2026	Pokemon	Consumer Show (CNS)	Prospect (19)	5,000
2026	April	4/16/2026	4/18/2026	4/18/2026	4/18/2026	Sikh Dharma of Southern California - Vaisakhi	Assembly (ASM)	Prospect (19)	7,500
2026	April	4/16/2026	4/18/2026	4/19/2026	4/19/2026	Los Angeles Career Forum - 1st choice	Consumer Show (CNS)	Prospect (19)	800
2026	April	4/17/2026	4/21/2026	4/24/2026	4/25/2026	National Automatic Merchandising Association - 2026 NAMA Show	Conventions with Exhibits (VT)	Licensed (50)	4,500
2026	April	4/25/2026	4/27/2026	4/29/2026	4/30/2026	HelmsBriscoe - 2026 Annual Business Conference (ABC)	Conventions with Exhibits (VT)	Licensed (50)	1,450
2026	April	4/26/2026	4/26/2026	4/26/2026	4/26/2026	The Church in Los Angeles	Meeting (MTG)	Expected	500
2026	**April Total**								
2026	May	5/1/2026	5/2/2026	5/3/2026	5/3/2026	Spirit Royale Cheer- 1st choice!!	Consumer Show (CNS)	Prospect (19)	4,000
2026	May	5/1/2026	5/2/2026	5/8/2026	5/8/2026	Society for Information Display - Display Week 2026	Conventions with Exhibits (VT)	Licensed (50)	7,000
2026	May	5/1/2026	5/3/2026	5/5/2026	5/6/2026	Association of Airport Executives - 2026 Annual Conference & Ex	Conventions with Exhibits (VT)	Pending (40)	1,800
2026	May	5/2/2026	5/3/2026	5/3/2026	5/3/2026	California Bridal & Wedding Expo	Consumer Show (CNS)	Prospect (19)	2,000
2026	May	5/7/2026	5/7/2026	5/10/2026	5/10/2026	Pokemon	Consumer Show (CNS)	Prospect (19)	5,000
2026	May	5/7/2026	5/7/2026	5/10/2026	5/10/2026	RuPaul's DragCon	Consumer Show (CNS)	Prospect (19)	20,000
2026	May	5/13/2026	5/17/2026	5/20/2026	5/21/2026	tion for Talent Development ATD 2026 International Conference	Conventions with Exhibits (VT)	Licensed (50)	10,000
2026	May	5/22/2026	5/22/2026	5/24/2026	5/24/2026	Star City Games	Consumer Show (CNS)	Prospect (19)	3,000
2026	May	5/22/2026	5/23/2026	5/24/2026	5/24/2026	Golden State Judo	Consumer Show (CNS)	Prospect (19)	4,000
2026	May	5/22/2026	5/23/2026	5/25/2026	5/25/2026	Iglesia de Restauracion - PAR	Assembly (ASM)	Expected	1,500
2026	May	5/25/2026	5/26/2026	6/2/2026	6/4/2026	of Nuclear Medicine and Molecular Imaging - SNMMI Annual Meeti	Conventions with Exhibits (VT)	Licensed (50)	5,800
2026	**May Total**								
2026	June	6/4/2026	6/6/2026	6/7/2026	6/9/2026	Confidential Event (new - DeMoulin)	Consumer Show (CNS)	Prospect (19)	10,000
2026	June	6/5/2026	6/8/2026	6/10/2026	6/12/2026	Confidential-Technology Brand 2026	Conventions with Exhibits (VT)	Prospect (19)	6,000
2026	June	6/6/2026	6/6/2026	6/6/2026	6/6/2026	Yugioh! Regional Qualifier	Consumer Show (CNS)	Expected	1,000
2026	June	6/8/2026	6/12/2026	6/13/2026	6/14/2026	BET Experience BETX 2026	Consumer Show (CNS)	Prospect (19)	13,000
2026	June	6/9/2026	6/9/2026	6/14/2026	6/14/2026	Concert: Insomniac (ASOT)	Consumer Show (CNS)	Prospect (19)	20,000
2026	June	6/10/2026	6/11/2026	6/11/2026	6/11/2026	Creator Picks 2025 Conference & Expo	Consumer Show (CNS)	Expected	1,500
2026	June	6/17/2026	6/19/2026	6/21/2026	6/22/2026	SoCal Volleyball Tournament: The Showcase	Consumer Show (CNS)	Pending (40)	15,000
2026	June	6/21/2026	6/21/2026	6/21/2026	6/21/2026	wship International - Catholic Charismatic Renewal Movement, US	Assembly (ASM)	Expected	1,800
2026	June	6/25/2026	6/25/2026	6/26/2026	6/26/2026	Primerica - Road Show	Assembly (ASM)	Prospect (19)	10,000
2026	June	6/27/2026	7/2/2026	7/5/2026	7/7/2026	ociety for the Promotion of Japanese Animation - ANIME Expo 202	Conventions with Exhibits (VT)	Licensed (50)	115,000
2026	**June Total**								
2026	July	7/8/2026	7/11/2026	7/12/2026	7/13/2026	Insomniac - ASOT Hold	Consumer Show (CNS)	Prospect (19)	100

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2024-2028 LACC EVENTS									
Year Event Moves in	**Month Event Moves In**	**In Date - Event**	**Start Date - Event**	**End Date - Event**	**Out Date - Event**	**Event Description**	**Type - Event**	**Event Status***	**Estimated Peak Daily Attendance**
2026	July	7/10/2026	7/11/2026	7/12/2026	7/12/2026	Los Angeles Jiu Jitsu IBJJF	Consumer Show (CNS)	Prospect (19)	1,800
2026	July	7/10/2026	7/11/2026	7/12/2026	7/12/2026	El Sembrador Ministries	Assembly (ASM)	Prospect (19)	4,000
2026	July	7/15/2026	7/16/2026	7/23/2026	7/24/2026	2026 SIGGRAPH Conference	Conventions with Exhibits (VT)	Tentative (30)	6,000
2026	July	7/18/2026	7/19/2026	7/19/2026	7/19/2026	Gothic Market	Consumer Show (CNS)	Expected	1,500
2026	July	7/19/2026	7/21/2026	7/22/2026	7/24/2026	California State Bar Exam	Assembly (ASM)	Expected	1,100
2026	July	7/24/2026	7/26/2026	7/30/2026	7/30/2026	World of Dance	Consumer Show (CNS)	Expected	2,050
2026	July	7/27/2026	8/1/2026	8/7/2026	8/8/2026	ASSOCIATION OF LETTER CARRIERS - 2026 NALC 75th Biennial	Conventions with Exhibits (VT)	Licensed (50)	10,000
2026	July	7/30/2026	7/30/2026	7/30/2026	7/30/2026	HACLA Agency Plan Public Hearing	Meeting (MTG)	Expected	200
2026	July	7/30/2026	7/31/2026	8/1/2026	8/1/2026	Perform Better Summit	Meeting (MTG)	Expected	150
2026	July	7/30/2026	8/1/2026	8/2/2026	8/2/2026	LA Collect-A-Con (July 2026)	Consumer Show (CNS)	Prospect (19)	8,000
2026	July	7/31/2026	8/1/2026	8/2/2026	8/2/2026	El Sembrador Ministries	Assembly (ASM)	Prospect (19)	4,000
2026	**July Total**								
2026	August	8/7/2026	8/8/2026	8/9/2026	8/9/2026	El Sembrador Ministries	Assembly (ASM)	Prospect (19)	4,000
2026	August	8/11/2026	8/13/2026	8/16/2026	8/17/2026	KCON	Consumer Show (CNS)	Prospect (19)	15,000
2026	August	8/12/2026	8/15/2026	8/20/2026	8/21/2026	APWU Biennial Convention	Conventions with Exhibits (VT)	Pending (40)	2,200
2026	August	8/19/2026	8/21/2026	8/22/2026	8/23/2026	Coffee Fest 2026	Trade Show (TRS)	Prospect (19)	700
2026	August	8/20/2026	8/23/2026	8/25/2026	8/26/2026	California Restaurant Show	Trade Show (TRS)	Expected	2,500
2026	August	8/21/2026	8/22/2026	8/22/2026	8/22/2026	Prometric Testing Event: College Board SATs	Meeting (MTG)	Expected	271
2026	August	8/25/2026	8/27/2026	8/30/2026	8/31/2026	KCON	Consumer Show (CNS)	Prospect (19)	15,000
2026	August	8/26/2026	8/26/2026	8/31/2026	8/31/2026	LA Comic Con	Consumer Show (CNS)	Prospect (19)	1
2026	August	8/28/2026	8/30/2026	8/30/2026	8/30/2026	Love 4 the Streets - Car Show	Consumer Show (CNS)	Expected	3,000
2026	August	8/29/2026	8/29/2026	8/29/2026	8/29/2026	Yugioh! INFO Regional Qualifier	Consumer Show (CNS)	Expected	900
2026	August	8/31/2026	9/2/2026	9/3/2026	9/3/2026	Build Expo 2026	Trade Show (TRS)	Prospect (19)	700
2026	August	8/31/2026	9/5/2026	9/13/2026	9/17/2026	ys Creative Arts & Telecast Governors Gala (contingent on broad	Assembly (ASM)	Prospect (19)	3,000
2026	**August Total**								
2026	September	9/4/2026	9/8/2026	9/10/2026	9/11/2026	China HomeLife USA	Trade Show (TRS)	Prospect (19)	2,500
2026	September	9/4/2026	9/9/2026	9/10/2026	9/11/2026	824927 - 2026 Honda Dealer Meeting	Conventions with Exhibits (VT)	Prospect (19)	2,000
2026	September	9/5/2026	9/5/2026	9/5/2026	9/5/2026	Grand Archive Regional Championship	Meeting (MTG)	Expected	120
2026	September	9/12/2026	9/15/2026	9/18/2026	9/18/2026	merican Society of Landscape Architects - ASLA 2026 Annual Exp	Conventions with Exhibits (VT)	Pending (40)	7,000
2026	September	9/18/2026	9/19/2026	9/20/2026	9/20/2026	HORRORCON L.A.	Consumer Show (CNS)	Expected	3,000
2026	September	9/19/2026	9/20/2026	9/20/2026	9/20/2026	California Bridal & Wedding Expo	Consumer Show (CNS)	Expected	2,000
2026	September	9/20/2026	9/20/2026	9/20/2026	9/20/2026	City of Angels International Christian Church	Assembly (ASM)	Expected	600
2026	September	9/21/2026	9/22/2026	9/25/2026	9/26/2026	MBA Association, Inc. - 2026 National Black MBA Annual Conferer	Conventions with Exhibits (VT)	Licensed (50)	10,000
2026	September	9/26/2026	9/26/2026	9/26/2026	9/26/2026	Yugioh! Regional Qualifier	Consumer Show (CNS)	Expected	1,000
2026	September	9/26/2026	9/27/2026	9/27/2026	9/27/2026	Wekfest LA	Consumer Show (CNS)	Expected	3,000
2026	September	9/29/2026	10/3/2026	10/4/2026	10/6/2026	ComplexCon 2026	Conventions with Exhibits (VT)	Pending (40)	5,000
2026	**September Total**								
2026	October	10/7/2026	10/7/2026	10/11/2026	10/11/2026	LA Comic Con 2026	Consumer Show (CNS)	Prospect (19)	50,000
2026	October	10/9/2026	10/9/2026	10/11/2026	10/11/2026	Star City Games	Consumer Show (CNS)	Prospect (19)	3,000
2026	October	10/9/2026	10/10/2026	10/11/2026	10/11/2026	El Sembrador Ministries	Assembly (ASM)	Prospect (19)	4,000
2026	October	10/10/2026	10/10/2026	10/10/2026	10/10/2026	chool of Medical Imaging and Smith Chason School of Nursing Gra	Assembly (ASM)	Expected	1,200
2026	October	10/12/2026	10/16/2026	10/21/2026	10/21/2026	American Academy of Otolaryngology: 2026 AAO OTO EXPO	Conventions with Exhibits (VT)	Licensed (50)	5,500
2026	October	10/14/2026	10/14/2026	10/18/2026	10/18/2026	Korea Expo	Trade Show (TRS)	Prospect (19)	2,000
2026	October	10/22/2026	10/26/2026	10/29/2026	10/31/2026	Linux Foundation - 2026 KubeCon + CloudNative Con NA 2026	Conventions with Exhibits (VT)	Pending (40)	14,000
2026	**October Total**								
2026	November	11/1/2026	11/3/2026	11/5/2026	11/5/2026	2026 NMSDC Conference and Business Opportunity Exchange	Conventions with Exhibits (VT)	Prospect (19)	3,000
2026	November	11/2/2026	11/4/2026	11/5/2026	11/5/2026	Build Expo 2026	Trade Show (TRS)	Prospect (19)	700
2026	November	11/6/2026	11/17/2026	11/29/2026	12/3/2026	LA Auto Show	Consumer Show (CNS)	Prospect (19)	1
2026	**November Total**								
2026	December	12/2/2026	12/4/2026	12/6/2026	12/7/2026	Ski Dazzle Winter Expo & Sale	Consumer Show (CNS)	Expected	2,000
2026	December	12/4/2026	12/5/2026	12/6/2026	12/6/2026	The Los Angeles Spirit Royale	Consumer Show (CNS)	Expected	1,000
2026	December	12/5/2026	12/5/2026	12/5/2026	12/5/2026	Tonight's Conversation: Live & UNCUT	Assembly (ASM)	Expected	3,000
2026	December	12/5/2026	12/5/2026	12/5/2026	12/5/2026	Yugioh! Regional Qualifier	Consumer Show (CNS)	Expected	1,000
2026	December	12/6/2026	12/6/2026	12/6/2026	12/6/2026	Import Car Expo	Consumer Show (CNS)	Expected	1,000
2026	December	12/7/2026	12/9/2026	12/10/2026	12/11/2026	FutureScape USA	Trade Show (TRS)	Expected	1,000
2026	December	12/9/2026	12/10/2026	12/10/2026	12/10/2026	St. John's Community Health Training & Holiday Party	Assembly (ASM)	Expected	900
2026	December	12/9/2026	12/11/2026	12/13/2026	12/14/2026	Volleyball Tournament	Consumer Show (CNS)	Prospect (19)	10,000
2026	December	12/17/2026	12/19/2026	12/20/2026	12/20/2026	LA Collect-A-Con (Dec 2026)	Consumer Show (CNS)	Prospect (19)	8,000
2026	December	12/17/2026	12/19/2026	12/20/2026	12/21/2026	Hyrox Competition	Consumer Show (CNS)	Expected	3,000
2026	December	12/24/2026	12/29/2026	12/30/2026	12/31/2026	Forever Midnight NYE Concert	Consumer Show (CNS)	Expected	24,000
2026	December	12/29/2026	1/6/2027	1/10/2027	1/12/2027	LA Art Show	Consumer Show (CNS)	Prospect (19)	4,000
2026	**December Total**								
2026 Total									
2027	January	1/1/2027	1/2/2027	1/3/2027	1/3/2027	Oddities & Curiosities Expo	Consumer Show (CNS)	Expected	6,000

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2027	January	1/5/2027	1/7/2027	1/10/2027	1/10/2027	MLA 2027 Annual Convention	Conventions with Exhibits (VT)	Licensed (50)	5,000
2027	January	1/7/2027	1/7/2027	1/7/2027	1/7/2027	Labor Arbitration Institute	Meeting (MTG)	Expected	300
2027	January	1/7/2027	1/9/2027	1/10/2027	1/10/2027	Fit Expo Alt Hold	Consumer Show (CNS)	Prospect (19)	8,000
2027	January	1/8/2027	1/9/2027	1/9/2027	1/9/2027	Martin Luther King Jr. Breakfast	Assembly (ASM)	Expected	1,000
2027	January	1/13/2027	1/13/2027	1/25/2027	1/25/2027	LA Art Show	Consumer Show (CNS)	Prospect (19)	10,000
2027	January	1/14/2027	1/16/2027	1/17/2027	1/17/2027	Fit Expo Alt Hold	Consumer Show (CNS)	Prospect (19)	8,000
2027	January	1/14/2027	1/16/2027	1/18/2027	1/19/2027	SoCal Open Championship Volleyball	Consumer Show (CNS)	Prospect (19)	25,000
2027	January	1/18/2027	1/23/2027	1/24/2027	1/25/2027	Bandai Card Game Tournament	Consumer Show (CNS)	Expected	8,500
2027	January	1/21/2027	1/23/2027	1/24/2027	1/24/2027	Fit Expo - Preferred	Consumer Show (CNS)	Prospect (19)	8,000
2027	January	1/22/2027	1/23/2027	1/24/2027	1/25/2027	World Class Cheerleading	Consumer Show (CNS)	Expected	2,500
2027	January	1/23/2027	1/30/2027	1/30/2027	1/31/2027	2027 MusiCares Person of the Year Silent Auction & Dinner	Assembly (ASM)	Prospect (19)	3,500
2027	January	1/24/2027	1/24/2027	2/2/2027	2/2/2027	2027 Grammy Celebration	Assembly (ASM)	Prospect (19)	5,000
2027	January	1/25/2027	1/25/2027	1/28/2027	1/29/2027	ALIS Design	Trade Show (TRS)	Prospect (19)	750
2027	January	1/27/2027	2/2/2027	2/15/2027	2/17/2027	National Football League - 2027 Super Bowl LXI	Conventions with Exhibits (VT)	Pending (40)	30,000
2027	**January Total**								
2027	Febrary	2/3/2027	2/3/2027	2/3/2027	2/3/2027	AEG Community Affairs - LA Business Council Winter Meeting	Meeting (MTG)	Expected	50
2027	Febrary	2/3/2027	2/9/2027	2/22/2027	2/24/2027	Super Bowl LXI 2027	Conventions with Exhibits (VT)	Prospect (19)	100,000
2027	Febrary	2/7/2027	2/10/2027	2/11/2027	2/12/2027	MAKEUP IN LOSANGELES	Trade Show (TRS)	Expected	2,000
2027	Febrary	2/12/2027	2/13/2027	2/14/2027	2/14/2027	Bailar Concert	Consumer Show (CNS)	Expected	4,000
2027	Febrary	2/17/2027	2/17/2027	2/17/2027	2/17/2027	Vendor Expo for South Central Los Angeles Regional Center	Trade Show (TRS)	Expected	300
2027	Febrary	2/18/2027	2/20/2027	2/21/2027	2/21/2027	LA Travel Show	Consumer Show (CNS)	Prospect (19)	6,000
2027	Febrary	2/20/2027	2/22/2027	2/25/2027	2/26/2027	Intersolar and Energy Storage North America 2027	Conventions with Exhibits (VT)	Prospect (19)	10,000
2027	Febrary	2/24/2027	2/25/2027	2/28/2027	2/28/2027	SBMT World Congress	Trade Show (TRS)	Expected	250
2027	Febrary	2/26/2027	2/26/2027	3/2/2027	3/3/2027	PrimeTime Spring 2027	Conventions with Exhibits (VT)	Prospect (19)	2,400
2027	Febrary	2/26/2027	2/27/2027	2/28/2027	2/28/2027	Los Angeles International Open Jiu Jitsu Championship	Consumer Show (CNS)	Expected	900
2027	Febrary	2/27/2027	2/28/2027	3/1/2027	3/1/2027	Security and Safety Expo	Consumer Show (CNS)	Expected	2,000
2027	**Febrary Total**								
2027	March	3/2/2027	3/5/2027	3/7/2027	3/7/2027	Abilities Expo	Consumer Show (CNS)	Expected	3,000
2027	March	3/4/2027	3/5/2027	3/7/2027	3/7/2027	Victory Gymnastics - Gymnastics Invitational (Girls and Boys)	Consumer Show (CNS)	Expected	2,000
2027	March	3/4/2027	3/7/2027	3/11/2027	3/13/2027	Optica OFC 2027	Conventions with Exhibits (VT)	Pending (40)	13,000
2027	March	3/5/2027	3/6/2027	3/6/2027	3/7/2027	Glamour Gowns & Suit Up	Meeting (MTG)	Expected	500
2027	March	3/11/2027	3/13/2027	3/13/2027	3/13/2027	ublic Schools Expanded Learning Programs Presents: The Great L	Meeting (MTG)	Expected	200
2027	March	3/12/2027	3/13/2027	3/13/2027	3/13/2027	Tuner Evolution Car Show	Consumer Show (CNS)	Expected	3,500
2027	March	3/12/2027	3/13/2027	3/14/2027	3/14/2027	El Sembrador Ministries - Metanoia de Mujeres (Women's Event)	Assembly (ASM)	Expected	5,000
2027	March	3/16/2027	3/17/2027	3/18/2027	3/18/2027	Angeles County DHSP Ending the HIV Epidemic Workforce Confer	Meeting (MTG)	Expected	371
2027	March	3/17/2027	3/20/2027	3/25/2027	3/26/2027	Society of Interventional Radiology - SIR 2027 Scientific Meeting	Conventions with Exhibits (VT)	Pending (40)	4,900
2027	March	3/18/2027	3/19/2027	3/21/2027	3/21/2027	Flesh and Blood, Pro Tour Los Angeles	Consumer Show (CNS)	Expected	1,500
2027	March	3/20/2027	3/21/2027	3/21/2027	3/21/2027	California Bridal & Wedding Expo	Consumer Show (CNS)	Expected	3,500
2027	March	3/29/2027	3/29/2027	4/4/2027	4/5/2027	Star Wars Celebrations	Conventions with Exhibits (VT)	Tentative (30)	3,500
2027	March	3/30/2027	3/30/2027	4/1/2027	4/1/2027	IRS Hiring Event	Meeting (MTG)	Expected	250
2027	**March Total**								
2027	April	4/1/2027	4/2/2027	4/2/2027	4/2/2027	Girls to Greatness	Assembly (ASM)	Expected	950
2027	April	4/1/2027	4/3/2027	4/4/2027	4/4/2027	LA Travel Show	Consumer Show (CNS)	Prospect (19)	6,000
2027	April	4/2/2027	4/2/2027	4/2/2027	4/2/2027	Islamic Center of Southern California - Lailat ul Qadr	Assembly (ASM)	Expected	1,200
2027	April	4/2/2027	4/2/2027	4/3/2027	4/3/2027	Hombre Nuevo	Assembly (ASM)	Expected	7,000
2027	April	4/3/2027	4/3/2027	4/3/2027	4/3/2027	Grand Archive Events	Meeting (MTG)	Expected	100
2027	April	4/7/2027	4/7/2027	4/7/2027	4/7/2027	HR Star Conference	Meeting (MTG)	Expected	700
2027	April	4/7/2027	4/9/2027	4/10/2027	4/10/2027	Franchise Expo West	Trade Show (TRS)	Expected	2,200
2027	April	4/9/2027	4/9/2027	4/9/2027	4/9/2027	Tonight's Conversation: Live & UNCUT	Assembly (ASM)	Expected	2,500
2027	April	4/9/2027	4/10/2027	4/11/2027	4/11/2027	Spirit Royale Cheer	Consumer Show (CNS)	Expected	1,000
2027	April	4/9/2027	4/11/2027	4/17/2027	4/19/2027	ACP Internal Medicine	Conventions with Exhibits (VT)	Pending (40)	6,000
2027	April	4/10/2027	4/10/2027	4/10/2027	4/10/2027	Yugioh! Regional Qualifier	Consumer Show (CNS)	Expected	1,000
2027	April	4/10/2027	4/10/2027	4/11/2027	4/11/2027	Concert: Cumbia Music and Dance	Consumer Show (CNS)	Expected	2,056
2027	April	4/13/2027	4/14/2027	4/14/2027	4/14/2027	Apartment Owners Association of California	Trade Show (TRS)	Expected	1,900
2027	April	4/15/2027	4/17/2027	4/18/2027	4/18/2027	Los Angeles Career Forum	Consumer Show (CNS)	Expected	566
2027	April	4/16/2027	4/18/2027	4/18/2027	4/18/2027	Sikh Dharma of Southern California - Vaisakhi	Assembly (ASM)	Expected	7,500
2027	April	4/22/2027	4/24/2027	4/25/2027	4/25/2027	LA Travel Show	Consumer Show (CNS)	Prospect (19)	6,000
2027	April	4/24/2027	4/24/2027	4/24/2027	4/24/2027	IBEW Local 11 Meeting	Meeting (MTG)	Expected	250
2027	April	4/25/2027	4/25/2027	4/25/2027	4/25/2027	The Church in Los Angeles	Meeting (MTG)	Expected	500
2027	April	4/27/2027	4/30/2027	5/4/2027	5/4/2027	American Association of Immunologists - 2027 Immunology	Conventions with Exhibits (VT)	Pending (40)	2,500
2027	April	4/28/2027	5/1/2027	5/4/2027	5/5/2027	erican Association for Thoracic Surgery - AATS Annual Meeting 20	Conventions with Exhibits (VT)	Licensed (50)	5,000
2027	**April Total**								
2027	May	5/5/2027	5/9/2027	5/13/2027	5/14/2027	Society for Science - 2027 ISEF (Int'l Science & Engineering Fair)	Conventions with Exhibits (VT)	Tentative (30)	6,000
2027	May	5/17/2027	5/20/2027	5/23/2027	5/24/2027	ACOG Annual Clinical and Scientific Meeting	Conventions with Exhibits (VT)	Pending (40)	6,000

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2027	May	5/19/2027	5/21/2027	5/23/2027	5/23/2027	RuPaul's DragCon	Consumer Show (CNS)	Prospect (19)	11,310
2027	May	5/21/2027	5/22/2027	5/24/2027	5/24/2027	Iglesia de Restauracion - PAR	Assembly (ASM)	Expected	1,500
2027	May	5/27/2027	5/28/2027	6/4/2027	6/5/2027	NAFSA: Assn of Intl Educators - Annual Conference	Conventions with Exhibits (VT)	Licensed (50)	7,000
2027	May	5/27/2027	5/29/2027	5/30/2027	5/30/2027	Ultimate Women's Expo	Consumer Show (CNS)	Expected	2,000
2027	**May Total**								
2027	June	6/5/2027	6/5/2027	6/5/2027	6/5/2027	Yugioh! Regional Qualifier	Consumer Show (CNS)	Expected	1,000
2027	June	6/9/2027	6/12/2027	6/16/2027	6/17/2027	ssionals in Infection Control and Epidemiology, Inc. {APIC} - 202	Conventions with Exhibits (VT)	Pending (40)	4,500
2027	June	6/10/2027	6/11/2027	6/11/2027	6/11/2027	Creator Picks 2025 Conference & Expo	Consumer Show (CNS)	Expected	1,500
2027	June	6/11/2027	6/11/2027	6/13/2027	6/13/2027	Islamic Center of Southern California - Eid Al-Adha	Assembly (ASM)	Expected	1,200
2027	June	6/16/2027	6/16/2027	6/20/2027	6/21/2027	SoCal Volleyball Tournament	Consumer Show (CNS)	Expected	15,000
2027	June	6/20/2027	6/20/2027	6/20/2027	6/20/2027	wship International - Catholic Charismatic Renewal Movement, US	Assembly (ASM)	Expected	1,800
2027	June	6/22/2027	6/24/2027	6/26/2027	6/27/2027	2026 American Society for Nutrition	Conventions with Exhibits (VT)	Prospect (19)	2,500
2027	June	6/22/2027	6/26/2027	6/27/2027	6/27/2027	BET Experience BETX 2027	Consumer Show (CNS)	Prospect (19)	13,000
2027	June	6/28/2027	7/2/2027	7/5/2027	7/7/2027	ociety for the Promotion of Japanese Animation - ANIME Expo 202	Conventions with Exhibits (VT)	Pending (40)	115,000
2027	**June Total**								
2027	July	7/9/2027	7/10/2027	7/11/2027	7/11/2027	El Sembrador Ministries	Assembly (ASM)	Expected	4,000
2027	July	7/18/2027	7/18/2027	7/22/2027	7/22/2027	IEEE PES General Meeting 2027	Conventions with Exhibits (VT)	Prospect (19)	2,000
2027	July	7/18/2027	7/19/2027	7/19/2027	7/19/2027	Gothic Market	Consumer Show (CNS)	Expected	1,500
2027	July	7/18/2027	7/20/2027	7/21/2027	7/23/2027	California State Bar Exam	Assembly (ASM)	Expected	1,100
2027	July	7/18/2027	7/21/2027	7/24/2027	7/25/2027	National Urban League	Conventions with Exhibits (VT)	Prospect (19)	2,000
2027	July	7/23/2027	7/25/2027	7/29/2027	7/29/2027	World of Dance	Consumer Show (CNS)	Expected	2,050
2027	July	7/29/2027	7/29/2027	7/29/2027	7/29/2027	HACLA Agency Plan Public Hearing	Meeting (MTG)	Expected	200
2027	July	7/29/2027	7/30/2027	7/30/2027	7/30/2027	KIPP Conference- Start Strong	Assembly (ASM)	Expected	1,500
2027	July	7/29/2027	7/30/2027	7/31/2027	7/31/2027	Perform Better Summit	Meeting (MTG)	Expected	150
2027	July	7/30/2027	8/1/2027	8/2/2027	8/2/2027	LA Collect-A-Con (July)	Consumer Show (CNS)	Expected	8,000
2027	**July Total**								
2027	August	8/11/2027	8/13/2027	8/16/2027	8/17/2027	KCON	Consumer Show (CNS)	Prospect (19)	15,000
2027	August	8/17/2027	8/24/2027	8/25/2027	8/29/2027	oyota Motor Sales USA, Inc. - 2027 Toyota National Dealer Meetir	Conventions with Exhibits (VT)	Pending (40)	4,500
2027	August	8/18/2027	8/20/2027	8/21/2027	8/22/2027	Coffee Fest	Trade Show (TRS)	Expected	700
2027	August	8/19/2027	8/22/2027	8/24/2027	8/25/2027	California Restaurant Show	Trade Show (TRS)	Expected	2,500
2027	August	8/20/2027	8/21/2027	8/21/2027	8/21/2027	Prometric Testing Event: College Board SATs	Meeting (MTG)	Expected	271
2027	August	8/27/2027	8/29/2027	8/29/2027	8/29/2027	Love 4 the Streets - Car Show	Consumer Show (CNS)	Expected	3,000
2027	August	8/28/2027	8/28/2027	8/28/2027	8/28/2027	Yugioh! INFO Regional Qualifier	Consumer Show (CNS)	Expected	900
2027	**August Total**								
2027	September	9/3/2027	9/7/2027	9/9/2027	9/10/2027	China HomeLife USA	Trade Show (TRS)	Expected	2,500
2027	September	9/4/2027	9/4/2027	9/4/2027	9/4/2027	Grand Archive Regional Championship	Meeting (MTG)	Expected	120
2027	September	9/6/2027	9/11/2027	9/19/2027	9/23/2027	hys Creative Arts & Telecast Governors Gala (contingent on broad	Assembly (ASM)	Prospect (19)	3,000
2027	September	9/17/2027	9/18/2027	9/19/2027	9/19/2027	HORRORCON L.A.	Consumer Show (CNS)	Expected	3,000
2027	September	9/18/2027	9/19/2027	9/19/2027	9/19/2027	California Bridal & Wedding Expo	Consumer Show (CNS)	Expected	2,000
2027	September	9/19/2027	9/19/2027	9/19/2027	9/19/2027	City of Angels International Christian Church	Assembly (ASM)	Expected	600
2027	September	9/24/2027	9/25/2027	9/26/2027	9/26/2027	El Sembrador Ministries	Assembly (ASM)	Expected	3,000
2027	September	9/25/2027	9/25/2027	9/25/2027	9/25/2027	Yugioh! Regional Qualifier	Consumer Show (CNS)	Expected	1,000
2027	September	9/25/2027	9/26/2027	9/26/2027	9/26/2027	Wekfest LA	Consumer Show (CNS)	Expected	3,000
2027	**September Total**								
2027	October	10/1/2027	10/5/2027	10/7/2027	10/8/2027	Adobe Systems Incorporated - MAX 2027	Conventions with Exhibits (VT)	Tentative (30)	10,000
2027	October	10/9/2027	10/9/2027	10/9/2027	10/9/2027	chool of Medical Imaging and Smith Chason School of Nursing Gra	Assembly (ASM)	Expected	1,200
2027	October	10/9/2027	10/9/2027	10/10/2027	10/10/2027	IDEAS Global AI Conference & Blockchain Leadership Connect	Meeting (MTG)	Expected	150
2027	October	10/12/2027	10/16/2027	10/17/2027	10/19/2027	ComplexCon 2027	Conventions with Exhibits (VT)	Prospect (19)	5,000
2027	October	10/14/2027	10/16/2027	10/18/2027	10/19/2027	LA Comic Con	Consumer Show (CNS)	Prospect (19)	40,000
2027	October	10/21/2027	10/24/2027	10/27/2027	10/29/2027	Intuit Connect 2027	Conventions with Exhibits (VT)	Prospect (19)	4,000
2027	October	10/29/2027	10/30/2027	10/30/2027	10/30/2027	LA FanFest	Consumer Show (CNS)	Expected	300
2027	**October Total**								
2027	November	11/2/2027	11/5/2027	11/9/2027	11/10/2027	ssociation for the Study of Liver Diseases (AASLD) - The Liver Me	Conventions with Exhibits (VT)	Pending (40)	9,500
2027	November	11/11/2027	11/23/2027	12/5/2027	12/9/2027	LA Auto Show - preferred	Consumer Show (CNS)	Prospect (19)	50,000
2027	November	11/19/2027	11/30/2027	12/12/2027	12/16/2027	LA Auto Show - alternate dates	Consumer Show (CNS)	Prospect (19)	50,000
2027	**November Total**								
2027	December	12/1/2027	12/3/2027	12/5/2027	12/6/2027	Ski Dazzle Winter Expo & Sale	Consumer Show (CNS)	Expected	2,000
2027	December	12/3/2027	12/4/2027	12/5/2027	12/5/2027	The Los Angeles Spirit Royale	Consumer Show (CNS)	Expected	1,000
2027	December	12/4/2027	12/4/2027	12/4/2027	12/4/2027	Tonight's Conversation: Live & UNCUT	Assembly (ASM)	Expected	3,000
2027	December	12/4/2027	12/4/2027	12/4/2027	12/4/2027	Yugioh! Regional Qualifier	Consumer Show (CNS)	Expected	1,000
2027	December	12/5/2027	12/5/2027	12/5/2027	12/5/2027	Import Car Expo	Consumer Show (CNS)	Expected	1,000
2027	December	12/7/2027	12/9/2027	12/10/2027	12/11/2027	FutureScape USA	Trade Show (TRS)	Expected	1,000
2027	December	12/8/2027	12/9/2027	12/9/2027	12/9/2027	St. John's Community Health Training & Holiday Party	Assembly (ASM)	Expected	900
2027	December	12/8/2027	12/10/2027	12/12/2027	12/13/2027	Volleyball Tournament	Consumer Show (CNS)	Expected	10,000

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2024-2028 LACC EVENTS									
Year Event Moves in	**Month Event Moves In**	**In Date - Event**	**Start Date - Event**	**End Date - Event**	**Out Date - Event**	**Event Description**	**Type - Event**	**Event Status***	**Estimated Peak Daily Attendance**
2027	December	12/16/2027	12/18/2027	12/19/2027	12/20/2027	Hyrox Competition	Consumer Show (CNS)	Expected	3,000
2027	December	12/17/2027	12/19/2027	12/20/2027	12/20/2027	LA Collect-A-Con (Dec)	Consumer Show (CNS)	Expected	8,000
2027	December	12/23/2027	12/28/2027	12/29/2027	12/30/2027	Forever Midnight NYE Concert	Consumer Show (CNS)	Expected	24,000
2027	December	12/31/2027	1/1/2028	1/2/2028	1/2/2028	Oddities & Curiosities Expo	Consumer Show (CNS)	Expected	6,000
2027	**December Total**								
2027 Total									
2028	January	1/6/2028	1/6/2028	1/6/2028	1/6/2028	Labor Arbitration Institute	Meeting (MTG)	Expected	300
2028	January	1/7/2028	1/8/2028	1/8/2028	1/8/2028	Martin Luther King Jr. Breakfast	Assembly (ASM)	Expected	1,000
2028	January	1/13/2028	1/15/2028	1/17/2028	1/18/2028	SoCal Open Championship Volleyball	Consumer Show (CNS)	Expected	25,000
2028	January	1/17/2028	1/22/2028	1/23/2028	1/24/2028	Bandai Card Game Tournament	Consumer Show (CNS)	Expected	8,500
2028	January	1/20/2028	1/22/2028	1/23/2028	1/23/2028	Fit Expo Alt Hold	Consumer Show (CNS)	Prospect (19)	8,000
2028	January	1/21/2028	1/22/2028	1/23/2028	1/24/2028	World Class Cheerleading	Consumer Show (CNS)	Expected	2,500
2028	January	1/27/2028	1/29/2028	1/30/2028	1/30/2028	Fit Expo - Preferred	Consumer Show (CNS)	Prospect (19)	8,000
2028	January	1/29/2028	2/4/2028	2/4/2028	2/5/2028	2028 MusiCares Person of the Year	Assembly (ASM)	Prospect (19)	3,500
2028	January	1/30/2028	2/5/2028	2/6/2028	2/7/2028	2028 Grammy Celebration	Assembly (ASM)	Prospect (19)	10,000
2028	**January Total**								
2028	Febrary	2/2/2028	2/2/2028	2/2/2028	2/2/2028	AEG Community Affairs - LA Business Council Winter Meeting	Meeting (MTG)	Expected	50
2028	Febrary	2/6/2028	2/9/2028	2/10/2028	2/11/2028	MAKEUP IN LOSANGELES	Trade Show (TRS)	Expected	2,000
2028	Febrary	2/9/2028	2/9/2028	2/21/2028	2/21/2028	LA Art Show	Consumer Show (CNS)	Prospect (19)	10,000
2028	Febrary	2/11/2028	2/11/2028	2/18/2028	2/19/2028	merican Heart Association - International Stroke Conference 202	Conventions with Exhibits (VT)	Tentative (30)	6,000
2028	Febrary	2/11/2028	2/12/2028	2/13/2028	2/13/2028	Bailar Concert	Consumer Show (CNS)	Expected	4,000
2028	Febrary	2/16/2028	2/16/2028	2/16/2028	2/16/2028	Vendor Expo for South Central Los Angeles Regional Center	Trade Show (TRS)	Expected	300
2028	Febrary	2/23/2028	2/24/2028	2/27/2028	2/27/2028	SBMT World Congress	Trade Show (TRS)	Expected	250
2028	Febrary	2/24/2028	2/26/2028	2/27/2028	2/27/2028	LA Travel Show	Consumer Show (CNS)	Prospect (19)	6,000
2028	Febrary	2/25/2028	2/26/2028	2/27/2028	2/27/2028	Los Angeles International Open Jiu Jitsu Championship	Consumer Show (CNS)	Expected	900
2028	Febrary	2/27/2028	2/28/2028	3/1/2028	3/1/2028	Security and Safety Expo	Consumer Show (CNS)	Expected	2,000
2028	Febrary	2/29/2028	3/3/2028	3/5/2028	3/5/2028	Abilities Expo	Consumer Show (CNS)	Expected	3,000
2028	**Febrary Total**								
2028	March	3/2/2028	3/3/2028	3/5/2028	3/5/2028	Victory Gymnastics - Gymnastics Invitational (Girls and Boys)	Consumer Show (CNS)	Expected	2,000
2028	March	3/2/2028	3/4/2028	3/8/2028	3/8/2028	NASPA Annual Conference	Conventions with Exhibits (VT)	Tentative (30)	8,000
2028	March	3/3/2028	3/4/2028	3/4/2028	3/5/2028	Glamour Gowns & Suit Up	Meeting (MTG)	Expected	500
2028	March	3/9/2028	3/11/2028	3/11/2028	3/11/2028	ublic Schools Expanded Learning Programs Presents: The Great L	Meeting (MTG)	Expected	200
2028	March	3/9/2028	3/14/2028	3/16/2028	3/18/2028	Confidential SME 2028 Tradeshow	Conventions with Exhibits (VT)	Prospect (19)	10,000
2028	March	3/10/2028	3/11/2028	3/11/2028	3/11/2028	Tuner Evolution Car Show	Consumer Show (CNS)	Expected	3,500
2028	March	3/10/2028	3/11/2028	3/12/2028	3/12/2028	El Sembrador Ministries - Metanoia de Mujeres (Women's Event)	Assembly (ASM)	Expected	5,000
2028	March	3/14/2028	3/15/2028	3/16/2028	3/16/2028	Angeles County DHSP Ending the HIV Epidemic Workforce Confer	Meeting (MTG)	Expected	371
2028	March	3/16/2028	3/17/2028	3/19/2028	3/19/2028	Flesh and Blood, Pro Tour Los Angeles	Consumer Show (CNS)	Expected	1,500
2028	March	3/18/2028	3/19/2028	3/19/2028	3/19/2028	California Bridal & Wedding Expo	Consumer Show (CNS)	Expected	3,500
2028	March	3/23/2028	3/26/2028	3/30/2028	4/1/2028	Optica OFC 2028	Conventions with Exhibits (VT)	Pending (40)	13,000
2028	March	3/28/2028	3/28/2028	3/30/2028	3/30/2028	IRS Hiring Event	Meeting (MTG)	Expected	250
2028	March	3/30/2028	3/31/2028	3/31/2028	3/31/2028	Girls to Greatness	Assembly (ASM)	Expected	950
2028	March	3/31/2028	3/31/2028	3/31/2028	3/31/2028	Islamic Center of Southern California - Lailat ul Qadr	Assembly (ASM)	Expected	1,200
2028	March	3/31/2028	3/31/2028	4/1/2028	4/1/2028	Hombre Nuevo	Assembly (ASM)	Expected	7,000
2028	**March Total**								
2028	April	4/1/2028	4/1/2028	4/1/2028	4/1/2028	Grand Archive Events	Meeting (MTG)	Expected	100
2028	April	4/5/2028	4/5/2028	4/5/2028	4/5/2028	HR Star Conference	Meeting (MTG)	Expected	700
2028	April	4/5/2028	4/7/2028	4/8/2028	4/8/2028	Franchise Expo West	Trade Show (TRS)	Expected	2,200
2028	April	4/7/2028	4/7/2028	4/7/2028	4/7/2028	Tonight's Conversation: Live & UNCUT	Assembly (ASM)	Expected	2,500
2028	April	4/7/2028	4/8/2028	4/9/2028	4/9/2028	Spirit Royale Cheer	Consumer Show (CNS)	Expected	1,000
2028	April	4/8/2028	4/8/2028	4/8/2028	4/8/2028	Yugioh! Regional Qualifier	Consumer Show (CNS)	Expected	1,000
2028	April	4/8/2028	4/8/2028	4/9/2028	4/9/2028	Concert: Cumbia Music and Dance	Consumer Show (CNS)	Expected	2,056
2028	April	4/11/2028	4/12/2028	4/12/2028	4/12/2028	Apartment Owners Association of California	Trade Show (TRS)	Expected	1,900
2028	April	4/13/2028	4/15/2028	4/16/2028	4/16/2028	Los Angeles Career Forum	Consumer Show (CNS)	Expected	566
2028	April	4/14/2028	4/16/2028	4/16/2028	4/16/2028	Sikh Dharma of Southern California - Vaisakhi	Assembly (ASM)	Expected	7,500
2028	April	4/18/2028	4/22/2028	4/26/2028	4/27/2028	American Academy of Neurology - 2028 Annual Meeting (AAN)	Conventions with Exhibits (VT)	Pending (40)	15,000
2028	April	4/22/2028	4/22/2028	4/22/2028	4/22/2028	IBEW Local 11 Meeting	Meeting (MTG)	Expected	250
2028	April	4/23/2028	4/23/2028	4/23/2028	4/23/2028	The Church in Los Angeles	Meeting (MTG)	Expected	500
2028	**April Total**								
2028	May	5/5/2028	5/10/2028	5/13/2028	5/16/2028	ERICAN INSTITUTE OF ARCHITECTS - 2028 AIA Annual Conventi	Conventions with Exhibits (VT)	Pending (40)	22,000
2028	May	5/7/2028	5/7/2028	5/10/2028	5/10/2028	RuPaul's DragCon	Consumer Show (CNS)	Expected	20,000
2028	May	5/16/2028	5/20/2028	5/26/2028	5/27/2028	e Employees International Union - 2028 SEIU International Conv	Conventions with Exhibits (VT)	Tentative (30)	4,500
2028	May	5/19/2028	5/20/2028	5/22/2028	5/22/2028	Iglesia de Restauracion - PAR	Assembly (ASM)	Expected	1,500
2028	May	5/25/2028	5/27/2028	5/28/2028	5/28/2028	Ultimate Women's Expo	Consumer Show (CNS)	Expected	2,000
2028	May	5/27/2028	7/12/2028	8/31/2028	9/28/2028	LA28 - 2028 Summer Olympics	Conventions with Exhibits (VT)	Prospect (19)	80,000

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2024-2028 LACC EVENTS									
Year Event Moves in	**Month Event Moves In**	**In Date - Event**	**Start Date - Event**	**End Date - Event**	**Out Date - Event**	**Event Description**	**Type - Event**	**Event Status***	**Estimated Peak Daily Attendance**
2028	**May Total**								
2028	June	6/10/2028	6/11/2028	6/11/2028	6/11/2028	Creator Picks 2025 Conference & Expo	Consumer Show (CNS)	Expected	1,500
2028	June	6/14/2028	6/14/2028	6/18/2028	6/19/2028	SoCal Volleyball Tournament	Consumer Show (CNS)	Expected	15,000
2028	**June Total**								
2028	July	7/18/2028	7/19/2028	7/19/2028	7/19/2028	Gothic Market	Consumer Show (CNS)	Expected	1,500
2028	July	7/30/2028	8/1/2028	8/2/2028	8/2/2028	LA Collect-A-Con (July)	Consumer Show (CNS)	Expected	8,000
2028	**July Total**								
2028	August	8/28/2028	9/2/2028	9/10/2028	9/15/2028	hys Creative Arts & Telecast Governors Gala (contingent on broad	Assembly (ASM)	Prospect (19)	3,000
2028	**August Total**								
2028	September	9/4/2028	9/9/2028	9/17/2028	9/21/2028	hys Creative Arts & Telecast Governors Gala (contingent on broad	Assembly (ASM)	Prospect (19)	3,000
2028	**September Total**								
2028	October	10/3/2028	10/7/2028	10/8/2028	10/10/2028	ComplexCon 2028	Conventions with Exhibits (VT)	Prospect (19)	5,000
2028	October	10/6/2028	10/7/2028	10/8/2028	10/8/2028	El Sembrador Ministries- CDJ	Assembly (ASM)	Expected	3,000
2028	October	10/7/2028	10/7/2028	10/7/2028	10/7/2028	chool of Medical Imaging and Smith Chason School of Nursing Gra	Assembly (ASM)	Expected	1,200
2028	October	10/7/2028	10/7/2028	10/8/2028	10/8/2028	IDEAS Global AI Conference & Blockchain Leadership Connect	Meeting (MTG)	Expected	150
2028	October	10/9/2028	10/12/2028	10/15/2028	10/17/2028	AMERICAN SOCIETY OF PLASTIC SURGEONS - PLASTIC SURGERY	Conventions with Exhibits (VT)	Licensed (50)	6,500
2028	October	10/12/2028	10/14/2028	10/16/2028	10/17/2028	LA Comic Con	Consumer Show (CNS)	Expected	40,000
2028	October	10/19/2028	10/23/2028	10/25/2028	10/26/2028	Adobe Systems Incorporated - MAX 2028	Conventions with Exhibits (VT)	Tentative (30)	12,000
2028	October	10/27/2028	10/28/2028	10/28/2028	10/28/2028	LA FanFest	Consumer Show (CNS)	Expected	300
2028	**October Total**								
2028	November	11/3/2028	11/14/2028	11/26/2028	11/30/2028	LA Auto Show	Consumer Show (CNS)	Prospect (19)	50,000
2028	November	11/29/2028	12/1/2028	12/3/2028	12/4/2028	Ski Dazzle Winter Expo & Sale	Consumer Show (CNS)	Expected	2,000
2028	**November Total**								
2028	December	12/1/2028	12/2/2028	12/3/2028	12/3/2028	The Los Angeles Spirit Royale	Consumer Show (CNS)	Expected	1,000
2028	December	12/2/2028	12/2/2028	12/2/2028	12/2/2028	Tonight's Conversation: Live & UNCUT	Assembly (ASM)	Expected	3,000
2028	December	12/2/2028	12/2/2028	12/2/2028	12/2/2028	Yugioh! Regional Qualifier	Consumer Show (CNS)	Expected	1,000
2028	December	12/3/2028	12/3/2028	12/3/2028	12/3/2028	Import Car Expo	Consumer Show (CNS)	Expected	1,000
2028	December	12/4/2028	12/5/2028	12/8/2028	12/8/2028	Zero to Three LEARN Conference 2028	Conventions with Exhibits (VT)	Prospect (19)	3,500
2028	December	12/6/2028	12/7/2028	12/7/2028	12/7/2028	St. John's Community Health Training & Holiday Party	Assembly (ASM)	Expected	900
2028	December	12/6/2028	12/8/2028	12/10/2028	12/11/2028	Volleyball Tournament	Consumer Show (CNS)	Expected	10,000
2028	December	12/7/2028	12/9/2028	12/10/2028	12/11/2028	FutureScape USA	Trade Show (TRS)	Expected	1,000
2028	December	12/14/2028	12/16/2028	12/17/2028	12/18/2028	Hyrox Competition	Consumer Show (CNS)	Expected	3,000
2028	December	12/17/2028	12/19/2028	12/20/2028	12/20/2028	LA Collect-A-Con (Dec)	Consumer Show (CNS)	Expected	8,000
2028	December	12/21/2028	12/26/2028	12/27/2028	12/28/2028	Forever Midnight NYE Concert	Consumer Show (CNS)	Expected	24,000
2028	December	12/30/2028	1/7/2029	1/11/2029	1/13/2029	LA Art Show	Consumer Show (CNS)	Expected	4,000
2028	**December Total**								
2028 Total									
2029	January	1/2/2029	1/3/2029	1/4/2029	1/4/2029	Oddities & Curiosities Expo	Consumer Show (CNS)	Expected	6,500
2029	January	1/3/2029	1/11/2029	1/11/2029	1/11/2029	California Bridal & Wedding Expo	Consumer Show (CNS)	Expected	2,000
2029	January	1/8/2029	1/8/2029	1/8/2029	1/8/2029	Labor Arbitration Institute	Meeting (MTG)	Expected	300
2029	January	1/8/2029	1/10/2029	1/11/2029	1/11/2029	Fit Expo	Consumer Show (CNS)	Expected	8,000
2029	January	1/16/2029	1/17/2029	1/17/2029	1/17/2029	Martin Luther King Jr. Breakfast - 1st choice	Assembly (ASM)	Expected	1,200
2029	January	1/19/2029	1/24/2029	1/25/2029	1/26/2029	Bandai Card Game Tournament	Consumer Show (CNS)	Expected	8,500
2029	January	1/23/2029	1/24/2029	1/25/2029	1/26/2029	World Class Cheerleading	Consumer Show (CNS)	Expected	2,500
2029	January	1/27/2029	2/2/2029	2/2/2029	2/3/2029	2029 MusiCares Person of the Year	Assembly (ASM)	Prospect (19)	3,500
2029	January	1/28/2029	2/3/2029	2/4/2029	2/5/2029	2029 Grammys Celebration	Assembly (ASM)	Prospect (19)	10,000
2029	January	1/29/2029	1/31/2029	2/1/2029	2/1/2029	WC Cheer - 1st choice weekend	Consumer Show (CNS)	Expected	3,000
2029	**January Total**								
2029	Febrary	2/4/2029	2/4/2029	2/4/2029	2/4/2029	AEG Community Affairs - LA Business Council Winter Meeting	Meeting (MTG)	Expected	50
2029	Febrary	2/13/2029	2/14/2029	2/15/2029	2/15/2029	Bailar Concert	Consumer Show (CNS)	Expected	4,000
2029	Febrary	2/15/2029	2/16/2029	2/21/2029	2/21/2029	Biophysical Society - Annual Convention 2029	Conventions with Exhibits (VT)	Tentative (30)	6,000
2029	Febrary	2/18/2029	2/18/2029	2/18/2029	2/18/2029	Vendor Expo for South Central Los Angeles Regional Center	Trade Show (TRS)	Expected	300
2029	Febrary	2/19/2029	2/21/2029	2/22/2029	2/22/2029	LA Travel Show	Consumer Show (CNS)	Expected	2,000
2029	Febrary	2/19/2029	2/21/2029	2/26/2029	2/26/2029	AAAAI 2029 Annual Meeting	Conventions with Exhibits (VT)	Tentative (30)	4,500
2029	Febrary	2/25/2029	2/26/2029	3/1/2029	3/1/2029	SBMT World Congress	Trade Show (TRS)	Expected	250
2029	Febrary	2/27/2029	2/28/2029	3/1/2029	3/1/2029	El Sembrador Ministries - Metanoia de Mujeres (Women's Event)	Assembly (ASM)	Expected	5,000
2029	Febrary	2/27/2029	2/28/2029	3/1/2029	3/1/2029	Security and Safety Expo	Consumer Show (CNS)	Expected	2,000
2029	Febrary	2/27/2029	2/28/2029	3/1/2029	3/1/2029	Los Angeles International Open Jiu Jitsu Championship	Consumer Show (CNS)	Expected	900
2029	**Febrary Total**								
2029	March	3/1/2029	3/4/2029	3/8/2029	3/9/2029	Materials Protection and Performance (AMPP) - 2029 Annual Con	Conventions with Exhibits (VT)	Prospect (19)	2,200
2029	March	3/2/2029	3/4/2029	3/5/2029	3/6/2029	MAKEUP IN LOSANGELES 2026	Trade Show (TRS)	Expected	1,500
2029	March	3/2/2029	3/5/2029	3/7/2029	3/7/2029	Abilities Expo	Consumer Show (CNS)	Expected	3,000
2029	March	3/5/2029	3/6/2029	3/8/2029	3/8/2029	Victory Gymnastics Classic	Consumer Show (CNS)	Expected	2,500
2029	March	3/6/2029	3/7/2029	3/7/2029	3/8/2029	Glamour Gowns & Suit Up	Meeting (MTG)	Expected	500

Draft: As of 6/17/25

2024-2028 LACC EVENTS									
Year Event Moves in	**Month Event Moves In**	**In Date - Event**	**Start Date - Event**	**End Date - Event**	**Out Date - Event**	**Event Description**	**Type - Event**	**Event Status***	**Estimated Peak Daily Attendance**
2029	March	3/6/2029	3/7/2029	3/8/2029	3/8/2029	Los Angeles Jiu Jitsu IBJJF	Consumer Show (CNS)	Expected	1,800
2029	March	3/7/2029	3/7/2029	3/7/2029	3/7/2029	Women of Excellence Ministries	Meeting (MTG)	Expected	200
2029	March	3/9/2029	3/10/2029	3/10/2029	3/10/2029	LA Library Staff Development Day	Assembly (ASM)	Expected	1,125
2029	March	3/10/2029	3/14/2029	3/17/2029	3/18/2029	, Racquet and Sportsclub Association - 2029 International Conve	Conventions with Exhibits (VT)	Prospect (19)	1,200
2029	March	3/12/2029	3/12/2029	3/12/2029	3/12/2029	Islamic Center of Southern California	Assembly (ASM)	Expected	1,000
2029	March	3/12/2029	3/14/2029	3/14/2029	3/14/2029	ublic Schools Expanded Learning Programs Presents: The Great L	Meeting (MTG)	Expected	200
2029	March	3/13/2029	3/14/2029	3/14/2029	3/14/2029	Tuner Evolution Car Show	Consumer Show (CNS)	Expected	3,500
2029	March	3/17/2029	3/18/2029	3/19/2029	3/19/2029	Angeles County DHSP Ending the HIV Epidemic Workforce Confer	Meeting (MTG)	Expected	371
2029	March	3/19/2029	3/19/2029	3/23/2029	3/23/2029	Grand Archive TCG - Ascent Los Angeles 2026	Consumer Show (CNS)	Expected	550
2029	March	3/19/2029	3/20/2029	3/22/2029	3/22/2029	Flesh and Blood, Pro Tour Los Angeles	Consumer Show (CNS)	Expected	1,500
2029	March	3/20/2029	3/20/2029	3/22/2029	3/22/2029	Victory Gymnastics - Level 2 State- Not likely	Consumer Show (CNS)	Expected	2,500
2029	March	3/21/2029	3/22/2029	3/22/2029	3/22/2029	California Bridal & Wedding Expo	Consumer Show (CNS)	Expected	3,500
2029	March	3/21/2029	3/25/2029	3/29/2029	3/31/2029	Optica OFC 2029	Conventions with Exhibits (VT)	Tentative (30)	12,000
2029	March	3/26/2029	3/28/2029	3/29/2029	3/29/2029	Victory Gymnastics - XCEL STATE	Consumer Show (CNS)	Expected	2,500
2029	March	3/31/2029	3/31/2029	4/2/2029	4/2/2029	IRS Hiring Event	Meeting (MTG)	Expected	250
2029	**March Total**								
2029 Total									

***Note: For purposes of Exhibit 20 of the Project Agreement, assume all listed events are licensed or will be licensed.**

EXHIBIT 21

CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM

A. GENERAL

The City of Los Angeles' Department of Public Works (the "**Department**") is committed to ensuring full and equitable participation by minority (MBE), women (WBE), small (SBE), emerging (EBE), disabled veteran (DVBE), and other (OBE) sub-bid or subcontracting businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth herein. The Developer and its BIP Contractors shall be fully informed concerning the requirements of this program. Developer and its BIP Contractors are encouraged to use MBE/WBE/SBE/EBE/DVBE/OBE firms whenever there is a need to subcontract portions of the Work. Additionally, Developer and its BIP Contractors have committed to including local business enterprises (LBE) in their Business Inclusion Plan outreach. Failure to comply with the Department's BIP outreach requirements described herein may delay verification of chosen subcontractors under Section 9.1 (City Verification of Contractors) of the Agreement and may result in consequences for underutilization or utilization of unapproved subcontractors under Section 9.3 (Penalties) of the Agreement.

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at bca.biphelp@lacity.org.

B. DEFINITIONS

1. **Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, means a business enterprise that meets both of the following criteria:**

   a. A business that is at least 51 percent owned by one or more Minority Persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more Minority Persons or women; and

   b. A business whose management and daily business operations are controlled by one or more Minority Persons or women.

2. **Small Business Enterprise (SBE): For the purpose of this program, means a business enterprise that meets one of the following criteria:**

   a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed $9 million; or

   b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed $18 million; or

c. **Small Business Enterprise (SBE) Proprietary** - For subcontracting opportunities worth more than $36,000,000, the three (3) year average annual gross revenues does not exceed the greater of the US SBA or CA DGS SB-Public Works size standard.

3. **Emerging Business Enterprise (EBE):** For the purpose of this program, means a business enterprise whose three (3) year average annual gross revenues do not exceed $5 million.

4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, means a business enterprise that meets the following criteria:

   a. A business that is at least 51 percent owned by one or more Disabled Veterans; and

   b. A business whose daily business operations must be managed and controlled by one or more Disabled Veterans.

5. **Other Business Enterprise (OBE):** For the purpose of this program, means any business which does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.

6. **Local Business Enterprise (LBE):** For the purpose of this program, means a business enterprise that meets the following criteria:

   a. Must have a workspace and physical presence within Los Angeles County and/or City to be considered a local business.

   b. Must be in compliance with all applicable laws relating to their licensing requirements and not delinquent on any Los Angeles County and/or City taxes; and,

   c. Must operate within the City and/or Los Angeles County and meet one of the following:

      1. Have at least 50 full-time employees performing at least 60% of their regular work hours from an office located within Los Angeles County or City of Los Angeles, based on the last 12-months, prior to the application submission; or,

      2. Have at least half of the firm's total full-time employees performing at least 60% of their regular work hours from an office located within Los Angeles County or City of Los Angeles, based on the last 12-months prior to the application submission; or,

      3. Have the firm be headquartered in Los Angeles County, from which the business physically conducts and manages all of its operations.

7. **Minority Person:** For the purpose of this program, means African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose

origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific and the Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).

8. **Disabled Veteran:** For the purpose of this program, means a veteran of the U.S. military, naval, or air services; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.

9. **Certifications:** Certifications must be current as of the Effective Date, if recognition is to be given towards MBE, WBE, SBE, EBE, LBE, and/or DVBE participation on this Project. Developer and its BIP Contractors are responsible for determining the status of their subconsultants.

   a. Certification as a Minority or Women Business Enterprise: An MBE/WBE must be certified by (i) City of Los Angeles, Bureau of Contract Administration; (ii) State of California Department of Transportation (CalTrans); (iii) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; (iv) Southern California Minority Supplier Development Council (SCMSDC) for MBE certifications only; (v) Women's Business Enterprise Council - West (WBEC-West) for WBE certifications; or (vi) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

   Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

   1. City of Los Angeles

      Bureau of Contract Administration, Office of Contract Compliance

      1149 S. Broadway, Suite 300, Los Angeles, CA 90015

      Telephone: (213) 847-2684

      E-mail address : Bca.certifications@lacity.org

      Internet address: https://bca.lacity.gov/Uploads/cca/MBE_WBE_CERT_Application.pdf

   2. California Department of Transportation, Office of Business and Economic Opportunity

      1823 14th Street, Sacramento, CA 95814

      Telephone: (916) 324-1700

Internet address: https://dot.ca.gov/programs/procurement-and-contracts/become-a-certified-business

3. Southern California Minority Supplier Development Council (for a fee)

800 W. 6th Street, Suite 850, Los Angeles, CA 90017

Telephone: (213) 689-6960

Fax: (213) 689-1707

Internet address: www.scmsdc.org

4. Women's Business Enterprise Council – West (WBEC-West)

400 Corporate Pointe, Suite 300

Culver City, CA 90230

Telephone: (310) 461-4361

E-mail: office@sbec-west.org

Internet address: www.wbec-west.com

5. California Public Utilities Commission's Supplier Clearinghouse (CPUC)

10100 Pioneer Boulevard, Suite 103,

Santa Fe Springs, CA 90670

Telephone: (562) 325-8685

Fax: (562) 278-0153

Internet address: http://www.thesupplierclearinghouse.com

b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either (i) City of Los Angeles, Bureau of Contract Administration as a Local Small Business Enterprise, or (ii) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Local Small Business Enterprise (applied for and approved through their RAMPLA company profile), they can request an SBE and EBE designation on their RAMPLA company profile. The State

of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

Applications for certification and directories of SBE/EBE certified firms are available at the following locations:

1. City of Los Angeles

   Bureau of Contract Administration, Office of Contract Compliance

   1149 S. Broadway, Suite 300, Los Angeles, CA 90015

   Telephone: (213) 847-2684

   E-mail: bca.certifications@lacity.org

   Internet address: https://www.rampla.org/s/

2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources

   707 3rd Street, West Sacramento, CA 95605

   Telephone: (916) 375-4940

   E-mail: OSDSHelp@dgs.ca.gov

   Internet address: https://caleprocure.ca.gov/pages/sbdvbe-index.aspx

c. Certification as a Small Business Enterprise for contracts exceeding $36,000,000: A Small Business Enterprise for contracts exceeding $36,000,000 must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration as and SBE (Proprietary); or, as described, by one of the certification agencies listed on the City of Los Angeles, Bureau of Contract Administration's SBE (Proprietary) application. The Bureau of Contract Administration's SBE (Proprietary) application is available at: https://bca.lacity.gov/certification-program-description

d. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Department of General Services, Office of Small Business & Disabled Veteran Business Enterprise Services.

Applications for certification and directories of DVBE certified firms are available at the following location:

Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)

707 3rd Street, West Sacramento, CA 95605

Telephone: (916) 375-4940

E-mail: OSDSHelp@dgs.ca.gov

Internet address: https://caleprocure.ca.gov/pages/sbdvbe-index.aspx

10. **Business Inclusion Program Outreach Documentation:** Developer must take affirmative steps prior to BIP Contractor verification to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with local and other business enterprises whenever possible as sources of subcontracting services. The required affirmative steps for BIP outreach documentation are outlined in Paragraph C herein. The BIP outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP outreach documentation as described may result in delays in BIP Contractor verifications.

11. **BIP Contract:** Any Contract with an estimated contract value of at least $5,000,000.

12. **BIP Contractor:** A Contractor that is party to a BIP Contract other than Developer.

13. **Vendor and/or supplier:** A Contractor that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The Contractor must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

14. **Manufacturer:** A Contractor that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by Developer/BIP Contractor.

15. **Broker:** A Contractor that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the Agreement. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

16. **Participation Recognition:** This applies to recognition as an MBE, WBE, SBE, EBE, DVBE and/or LBE.

    a. All listed MBE, WBE, SBE, EBE, DVBE and LBE firms must be certified, as defined, as of the subcontract award date before credit may be allowed

toward the respective MBE, WBE, SBE, EBE, DVBE and/or LBE pledged participation level.

b. Work performed by a MBE, WBE, SBE, EBE, DVBE and/or LBE Developer, or any of its BIP Contractors that are required to perform BIP outreach, will not be a consideration when determining their respective BIP outreach. Developer will be required to make a BIP outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBE's through subconsulting or materials and supplies acquisition to reach anticipated participation levels.

c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE, LBE, and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.

d. MBE, WBE, SBE, EBE, DVBE, LBE and/or OBE credit for brokers required for performance of the Agreement is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.

e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, DVBE, and/or LBE credit if so qualified.

f. A listed MBE, WBE, SBE, EBE, DVBE, LBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the Work and must carry out its responsibility by actually performing, managing and supervising the Work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.

g. MBE and/or/ WBE credit shall not be given to any of the BIP Contractors that are required to perform BIP outreach, a Lead Contractor or Lead Designer, when listed as a BIP Contractor by the Developer for the subcontract amounts pledged to subsequent tiers of MBE and/or WBE BIP Contractors. MBE and/or WBE credit will only be given once so contract dollars are not double or triple counted. For example, BIP Contractor A has a $1 million contract and awards a subcontract to BIP Contractor B in the amount of $100,000. Both are certified MBEs. BIP Contractor A, should be credited as $900,000 towards MBE participation and BIP Contractor B should be credited with $100,000 in MBE participation so that the achieved MBE participation is not inflated by being calculated as $1.1 million going to the BIP Contractors.

h. A SBE, EBE, DVBE, LBE Developer or its BIP Contractors that are required to perform BIP outreach, Lead Contractor or Lead Designer, shall receive pledged participation credit for the Work performed by its own workforce so

long as the same credit is not claimed for/by any of their lower tier subcontractors.

i. A listed firm whose participation is credited initially as an OBE, but becomes certified or obtains additional certifications subsequent to the date of the award of the Agreement, will receive the appropriate participation credit for any Work performed after becoming certified. Additionally, if the subconsultant has a status change in any of its certifications during the performance of Work under the Agreement, the firm will not receive certification credit for Work performed after the certification status change.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFP respondents/developers, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City Departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. Developer's BIP outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs, and OBEs shall be determined by its compliance with the following BIP outreach process which will be performed on RAMPLA. The RAMPLA can be accessed at https://www.rampla.org/s/. Failure to meet the anticipated MBE, WBE, SBE, EBE, DVBE and/or LBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, failure to comply with the BIP outreach documentation requirements as described in this section may result in delays in subcontractor verification. *Compliance with the BIP outreach requirements is required even if Developer has achieved the anticipated MBE, WBE, SBE, EBE, DVBE, and LBE participation levels*. Adequacy of Developer's BIP outreach will be determined by BCA after consideration of the indicators of BIP outreach as set forth below.

Any technical difficulties encountered (i.e., inability to log in, system log out, receiving an error message when you believe you have met the requirements, etc.) while utilizing RAMPLA should be reported immediately using the following steps:

1. Submit a RAMPLA support request at https://cityoflaprod.service-now.com/rampla

2. E-mail the Bureau of Contract Administration, Business Inclusion Section at bca.biphelp@lacity.org with "LACC BIP Assistance Request" in the subject line.

3. If you are not contacted within one (1) hour during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call 213-847-1922 and ask for a Business Inclusion Section Analyst to assist you or leave a voicemail message to document your difficulty.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Only BIP outreach documentation submitted under Developer's or designated BIP Contractor's name, as required per the Developer's approved Business Inclusion Plan, will be evaluated. BIP outreach may be completed by Developer or appropriate BIP Contractor as part of the subcontractor's bid process.

1	**LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION**

Developer has performed a BIP outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, ~~and~~ DVBE and LBE anticipated percentages set forth in the Developer's BCA approved Business Inclusion Plan and to have the Developer meet the subconsulting expectations for the Project.

Required Documentation: No documentation is required from Developer.

2	**SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS**

Developer has identified the minimum number, as determined by BOE, of specific areas of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected work areas. This outreach must be performed using the RAMPLA BIP outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, LBE, and OBE subconsultants who are currently registered on RAMPLA. Failure of a BIP Contractor to outreach in the work areas for the Work may result in a delay in Contractor verification by BCA.

Note: BCA staff will access RAMPLA and verify compliance with this indicator after the BIP Due Date.

3	WRITTEN NOTICES TO SUBCONSULTANTS

All notifications must be provided utilizing RAMPLA, and made not less than **fifteen (15) calendar days** prior to the BIP Due Date, with respect to the Work. In all instances, Developer must cause Design-Build Contractor to document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs and OBEs for each area of work to be performed.

Required Documentation: E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the RAMPLA BIP outreach system. The notification must be to potential subconsultants currently registered on RAMPLA. If Developer is aware of a potential subconsultant that is not currently registered on RAMPLA, it is Developer's, or its bidding subcontractors, responsibility to encourage the potential subconsultant to become registered so that Developer, or its bidding subcontractors, can include it as part of its BIP outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name,

name of Developer or its bidding subconsultant, and contact person's name, address, and telephone number. Developer must send notifications to a sufficient number of firms comprised of MBE, WBE, SBE, EBE, DVBE, LBE and OBE firms for each work area chosen, as determined by BOE. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work area at the time the Contract Documents were uploaded to RAMPLA.

BOE will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, LBE, and OBE subconsultants that need to be notified for each work area.

# of Subcontractors in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

Developer's failure to utilize this notification function may result in a delay in BCA subcontractor verification.

Note: Developer will not be able to utilize the RAMPLA BIP outreach notification function if there are less than fifteen (15) calendar days prior to the BIP Due Date. In utilizing the RAMPLA notification function, Developer will receive a message if it has failed to outreach to a sufficient number of firms when they go to view their summary sheet. By "hovering" over a red box containing "0*" Developer will be taken to a list of firm(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If Developer is not finding firms of a certain type of certification status when performing their notification search under the six (6) digit NAICS code, Developer will need to expand their search to the five (5) digit code (i.e., if none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction). Developer will be given an opportunity to include its own customized statements when utilizing the notification function. However, BCA will take into consideration the wording and may deem Developer non-compliant if the wording is perceived to seriously limit potential subconsultant responses. BCA staff will access RAMPLA and verify compliance with this indicator after the BIP Due Date. Developer is encouraged to print or save a PDF of its BIP outreach summary sheet prior to logging out as documented proof of their progress. In case of technical error, please follow the process for reporting these errors as outlined in Paragraph C.

4	**PLANS, SPECIFICATIONS AND REQUIREMENTS**

Developer provided interested subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

Required Documentation: Include in Indicator 3, information detailing how, where and when Developer will make the required information available to interested subconsultants. The notification must be performed using the RAMPLA BIP outreach system.

Note: Making a copy of the Contract Documents available to potential subconsultants will meet this requirement**.** At the time Developer utilizes the RAMPLA BIP outreach notification function, the required information will automatically be included in the notification. Developer will not be able to utilize the RAMPLA BIP outreach notification function if there are less than fifteen (15) calendar days prior to the BIP Due Date. City staff will access RAMPLA and verify compliance with this indicator after the BIP Due Date.

5	**NEGOTIATE IN GOOD FAITH**

Developer has responded to every unsolicited offer sent by a Registered BIP Contractor using RAMPLA and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs, and OBEs. Developer must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered BIP Contractor, as determined by BCA. Developer must submit a list of all subconsultants for each area of work for the Work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using RAMPLA.

Required Documentation:

a. Schedule A MBE/WBE/SBE/EBE/DVBE/LBE/OBE BIP Contractor Information Form – submit a separate Schedule A for the Lead Contractor, the Lead Designer and any subsequent subcontractors that are required to perform BIP outreach on behalf of Developer;

b. An online summary sheet organized by work area, listing the following:

   1. The responses and/or bids received;

   2. The name of the subconsultant who submitted the bid/quote;

   3. The dollar amount of the bid/quote;

   4. A brief reason given for selection/non-selection as a subconsultant; and

   5. The subconsultant selected for that work area; and

c. Copies of all MBE/WBE/SBE/EBE/DVBE/LBE/OBE bids or quotes received must be submitted through RAMPLA to the "BIP Supporting Documents" section of the Summary tab] by 4:30 pm, the calendar day after the BIP Due Date.

Developer will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subconsultants bid submitted; or 3) Submit bid and include bid amount.

Developer will be able to choose a preselected reason for selection/non-selection, but may also need to include further explanation in the Notes Section of the online summary sheet.

If Developer, or any of its bidding subcontractors that are required to perform BIP outreach, elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the Work. Also, if Developer is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subconsultants as prescribed in the LBPP requirements of the RFP documents, a subconsultant's LBE status can be considered a reason for selection over a non-LBE subconsultant. **All bids/responses received, regardless of whether or not Developer outreached to the subconsultant, must be submitted and included on the on-line summary sheet**. To that extent, BCA expects Developer to submit a bid/response from each subconsultant listed on the online summary sheet. **All potential subconsultants with whom Developer has had contact outside of RAMPLA must be documented on the online summary sheet**.

The summary sheet must be performed and bids/responses submitted using the RAMPLA BIP outreach system and must be submitted by 4:30 p.m. on the calendar day following the BIP Due Date. If a bid/response is submitted by a firm that is not registered with RAMPLA, Developer is required to add that firm to their summary sheet. Developer's failure to utilize the RAMPLA summary sheet function may result in a delay in subcontractor verification.

Note: City staff will request copies of all of the bids/quotes received as part of the BIP outreach evaluation process. Developer must have a bid/quote from each subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in "SUBMITTAL DOCUMENTS" herein. Developer is encouraged to submit all of its bids/quotes with their BIP summary sheet in order to avoid delays in subcontractor verification. Developer will not be able to edit its summary sheet on the RAMPLA BIP outreach summary sheet function after 4:30 p.m. on the calendar day following the BIP Due Date. BCA staff will access RAMPLA and verify compliance with the summary sheet provision of this Indicator after the BIP Due Date. Developer is expected to have each of the subconsultants on its Schedule A registered on RAMPLA prior to submission for verification. In case of technical error, Developer must follow the process for reporting these errors as outlined above.

6	**BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE**

Each notification by Developer shall also include an offer of assistance to interested MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs and OBEs in obtaining bonds, lines of credit, and insurance required by the City or Developer.

Required Documentation: Include in Indicator 3, information about the Developer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the RAMPLA BIP outreach notification system.

Note: At the time Developer utilizes the RAMPLA BIP outreach notification function, the required information will automatically be included in the notification. Developer will not be able to utilize the RAMPLA BIP outreach notification function if there are less than fifteen (15) calendar days prior to the BIP Due Date. Developer will be given an opportunity to include its own customized statements when utilizing the notification function. However, BCA will take into consideration the wording and may deem Developer non-compliant if the wording is perceived to seriously limit subconsultant responses or is

deemed contrary to the intent of this Indicator. BCA staff will access the RAMPLA and verify compliance with this Indicator after the BIP Due Date.

Developer shall submit completed BIP outreach documentation via the RAMPLA BIP outreach system, as specified for each Indicator. The Board may delegate the BIP evaluation determination to BCA in order to expedite subcontractor verifications and choose to opt-in its review of the BIP outreach documentation should the Developer or any of its BIP Contractors choose to protest or appeal a BCA determination. The Board may request additional information to validate and/or clarify that the BIP outreach submission was adequate. Any additional information submitted after the specified deadline will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board or BCA on behalf of the Board.

D. BIP Contractor Verification

A positive and adequate demonstration to the satisfaction of the Board that a BIP outreach to include MBE/WBE/SBE/EBE/DVBE/LBE/OBE subconsultants' participation shall be a condition precedent to BIP Contractor verification. Developer shall have required each one of their BIP Contractors to be registered on the RAMPLA prior to the Effective Date.

In the event that the Board determines Developer failed to supply adequate BIP outreach documentation, the Board shall afford Developer an opportunity to present further evidence to the Board prior to a public hearing of Developer's BIP outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION/ADDITION

See Section 9.2 (Contractor Participation, Substitutions, and Additions) of the Agreement and the Developer's Business Inclusion Plan approved by BCA for additional requirements relating to the substitution or addition of BIP Contractors during the term.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual Work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/LBE/OBE BIP Contractor Information Form (Schedule A):

Developer shall submit to BCA the MBE/WBE/SBE/EBE/DVBE/LBE/OBE BIP Contractor Information Form, provided herein as Schedule A. A separate Schedule A must be submitted for the Lead Contractor or Lead Designer on behalf of Developer. Developer shall list itself and the names and addresses of all firms to be used with a complete description of Work or supplies to be provided by each, and the description of Work to be performed. Developer, upon approval of BCA, may opt to submit an alternate Schedule A form so long as it includes all of the information contained on the attached Schedule A.

2. **MBE/WBE/SBE/EBE/DVBE/LBE/OBE Utilization Profile (Schedule B):**

During the term, Developer must submit the MBE/WBE/SBE/EBE/DVBE/LBE/OBE Utilization Profile (Schedule B) with its Monthly Progress Report. Developer, upon approval of BCA, may opt to submit an alternate Schedule B form so long as it includes all of the information contained on the attached Schedule B.

3. **Final Subcontracting Report (Schedule C):**

Prior to release of Final Retention, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by Developer or its authorized representative. The completed form shall be furnished **to** BCA within 15 Business Days after the Termination Date.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

BCA will be the responsible entity for proper implementation and monitoring of the policy.

SCHEDULE A TO EXHIBIT 21

MBE/WBE/SBE/EBE/DVBE/LBE/OBE BIP CONTRACTOR INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS. SUBMIT A SEPARATE SCHEDULE A FOR EACH PRIME CONTRACTOR AND SECOND-TIER CONTRACTOR ON BEHALF OF DEVELOPER)

Project Title: Los Angeles Convention Center Expansion and Modernization Project	**Project Agreement Number:**
Developer:	**Address:**
Developer Representative:	**Phone/Email:**
Prime Contractor/Second-tier Contractor:	**Address:**
Prime/Second-tier Contractor Representative:	**Phone/Email:**

List of all BIP Contractors (Service Providers/Suppliers/Etc.)				
Name, Address, and Phone No. of BIP Contractor	**Description of Work or Supply**	**MBE/ WBE/ SBE/ EBE/ DVBE/ LBE/ OBE**	**Certification Agency/ Certification Number**	**Dollar Value of BIP Contract**

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ LBE / OBE Participation to Date					
	Total Dollar	**Percent**		**Total Dollars**	**Percent**
MBE Participation	**$**	**%**	**WBE Participation**	**$**	**%**
SBE Participation	**$**	**%**	**EBE Participation**	**$**	**%**
DVBE Participation	**$**	**%**	**LBE Participation**	**$**	**%**
OBE Participation	**$**	**%**			

Signature of Person Completing this Form	Printed Name	Title	Date
[Developer Representative]			
[Prime/Second-tier Contractor Representative]			

SCHEDULE B TO EXHIBIT 21

MBE/WBE/SBE/EBE/DVBE/LBE/OBE UTILIZATION PROFILE

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS. SUBMIT A SEPARATE SCHEDULE B FOR EACH PRIME CONTRACTOR AND SECOND-TIER CONTRACTOR ON BEHALF OF DEVELOPER)

Project Title: Los Angeles Convention Center Expansion and Modernization Project	**Project Agreement Number:**
Developer:	**Address:**
Developer Representative:	**Phone/Email:**
Prime/Second-tier Contractor:	**Address:**
Prime/Second-tier Contractor Representative:	**Phone/Email:**

Prime/Second-tier Contract Amount (as amended and supplemented, as applicable)	Amount Invoiced to Prime/Second-tier Contractor for this Reporting Period

	MBE/ WBE/ SBE/ EBE/ DVBE/ LBE/ OBE BIP Contractor (List All BIP Contractors)					
Name of BIP Contractor	**MBE/ WBE/ SBE/ EBE/ DVBE/ LBE/ OBE**	**Certification Agency/ Certification Number**	**Original BIP Contract Amount**	**Amount Invoiced to Owner for this Reporting Period**	**Invoiced to Date Amount (Include the Amount Invoiced to Owner for this Reporting Period)**	**Scheduled Participation to Date**

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ LBE/ OBE Participation to Date					
	Total Dollar	**Percent Achieved**		**Total Dollars**	**Percent Achieved**
MBE Participation	**$**	**%**	**WBE Participation**	**$**	**%**
SBE Participation	**$**	**%**	**EBE Participation**	**$**	**%**
DVBE Participation	**$**	**%**	**LBE Participation**	**$**	**%**
OBE Participation	**$**	**%**			

Invoiced to Date Amount (Includes the Amount Invoiced to Prime/Second-tier Contractor for this Reporting Period)	**$**

Signature of Person Completing this Form	Printed Name	Title	Date
[Developer Representative]			
[Prime/Second-tier Contractor Representative]			

SCHEDULE C TO EXHIBIT 21

FINAL SUBCONTRACTING REPORT

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS. SUBMIT A SEPARATE SCHEDULE C FOR EACH PRIME CONTRACTOR AND SECOND-TIER CONTRACTOR ON BEHALF OF DEVELOPER)

Project Title: Los Angeles Convention Center Expansion and Modernization Project	**Project Agreement Number:**
Developer:	**Address:**
Developer Representative:	**Phone/Email:**
Prime/Second-tier Contractor:	**Address:**
Prime/Second-tier Contractor Representative:	**Phone/Email:**
Total Prime/Second-tier Contract Amount (as amended and supplemented, as applicable)	**$**

MBE/ WBE/ SBE/ EBE/ DVBE/ LBE/ OBE BIP Contractor (List All BIP Contractors)					
Name, Address, Phone of all BIP Contractors Listed on Schedule C	**Description of Work or Supply**	**MBE/ WBE/ SBE/ EBE/ DVBE/ LBE/ OBE**	**Certification Agency and Certification Number**	**Original Dollar Value of BIP Contract**	**Actual Dollar Value of BIP Contract***

***If the actual dollar value differs from the original dollar value, explain the differences and give details.**

	Total Dollar	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation		%	%	**WBE Participation**		%	%
SBE Participation		%	%	**EBE Participation**		%	%
DVBE Participation		%	%	**LBE Participation**		%	%
OBE Participation		%	%				

Total Final Amount Invoiced	**$**

Signature of Person Completing this Form	Printed Name	Title	Date
[Developer Representative]			
[Prime/Second-tier Contractor Representative]			

EXHIBIT 22

APPROVED DEVIATION

Deviation #	Deviation Title/Description	Date Approved
1	**Combined Deflection Limits** Seven (7) bays of the floor structure in the expansion design are non-compliant with the Section 3.6.1.8 (Deflections) of the Technical Requirements, which limits maximum deflection as follows: • Three inches (3") for floors with spans less than 160 feet; and • Four and a half inches (4.5") for floors with spans 160 to 240 feet. These areas are identified in APCLA document *"LACC Combined Deflections Narrative May 27 2025 - Mark-up.pdf"* As the non-compliance in identified bays is considered marginal and will not adversely impact the operational capabilities of the LACC, Owner approved the Deviation and re-design is not required.	07/11/2025

Attachment Three: Proposed Project Technical Requirements

VOLUME II – TECHNICAL REQUIREMENTS

SECTION 1 – PROJECT DESCRIPTION

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SECTION 1 PROJECT DESCRIPTION

1.0 GENERAL

The Project consists of the comprehensive development including design and construction of the expansion and modernization of the Los Angeles Convention Center (LACC) including additional new high-quality convention center exhibit hall space, multi-purpose space, meeting room space, exterior event space, and support space to expand and complement the existing LACC as a tier 1 facility. Further, the design is to achieve a functional, visual, and marketable synergy with the neighboring LA Live campus and surrounding community resulting in an improved convention destination.

1.1 Site

The Site has the meaning set in the Agreement.

(a) The Project Limits and Expansion Limits and its boundaries are shown in Appendix 1 (Site Plans) of the Technical Requirements.

(b) Location

(i) Downtown Los Angeles, 1201 S. Figueroa St, Los Angeles, CA 90015.

(ii) Major cross streets include Pico Boulevard, Figueroa St. and LA Live Way, just east of the 110 Harbor Freeway and north of Interstate 10 Freeway.

1.2 Modernization Elements

Components of the Existing Facilities that are to be refurbished, replaced, or upgraded are provided in Appendix 8 (Modernization), and shall be designed and constructed in accordance with Section 2 (Project Requirements) and Section 3 (Design and Construction Requirements) of the Technical Requirements.

1.3 Design and Construction

(a) The design and construction protocols are provided in Section 2 (Project Requirements) of the Technical Requirements.

(b) The design and construction requirements are provided in Section 3 (Design and Construction Requirements) of the Technical Requirements.

1.4 Detailed Space Requirements

Program requirements for Area Type are provided in Appendix 5 (Schedule of Accommodation).

(a) Appendix 5 (Schedule of Accommodation) groups Areas by "Area Type," which is a grouping of Areas that share certain specific design and construction requirements.

(b) For each Area Type, Appendix 5 (Schedule of Accommodation) indicates the required quantity of Areas for each Area Type and the minimum required NSF per Area and per Area Type.

(c) Base level quantities Power and Data outlets for each area and space type are provided with Appendix 6 (Power and Data Matrix).

(d) FF&E descriptions and supply and installation responsibilities are provided within Appendix 15 (Furniture, Fixtures & Equipment).

1.4.1 Expansion of Main Program Space

In addition to the Schedule of Accommodation, the summary of program space outlined in Section 3.1 of the Technical Requirements shall be achieved by the Developer.

1.5 Signage Scope

The scope of works relating to the revenue generating Exterior Digital Signage and technical requirements relating to the construction, installation, and commissioning across multiple key locations within the LACC Campus are provided in Appendix 9 (Signage Scope) and shall be designed and constructed in accordance with Section 2 (Project Requirements) and Section 3 (Design and Construction Requirements) of the Technical Requirements.

1.6 Developer Commitments

Developer Commitments are provided in Exhibit 2 (Developer Commitments) of the Agreement and provide details of design developed by the Developer that supplement the requirements of Section 3 (Design and Construction) of the Technical Requirements.

VOLUME II – TECHNICAL REQUIREMENTS

SECTION 2 - PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

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VOLUME II – TECHNICAL REQUIREMENTS

PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

2.1 NOT USED

2.2 SCOPE OF APPLICATION

Except as otherwise expressly provided in the Contract Documents, Developer shall comply with the requirements of this SECTION 2 (PROJECT REQUIREMENTS AND PROVISIONS FOR WORK) of the Technical Requirements in the performance of all Work.

2.3 PRECEDENCE OF TECHNICAL REQUIREMENTS

2.3.1 Not Used

2.3.2 Codes and Standards

Refer to Sections 7.2.4 and 7.2.5 of the Agreement.

2.4 REQUIREMENTS FOR MANAGEMENT OF THE WORK

2.4.1 Meetings and Progress Reporting

2.4.1.1 Term

The requirements of this Section 2.4.1 (Meetings and Progress Reporting) apply throughout the term.

2.4.1.2 General Obligation to Participate in Meetings

Developer shall participate in meetings with Owner personnel and other agencies as required for resolution of design, construction, and/or operations and maintenance issues. These meetings may include design workshops, permit agency coordination, local government agency coordination, kick-off meetings, progress meetings, utility meetings, incident management meetings, commissioning and transition meetings.

In general meetings will be held at the most convenient locations, but normally will be as set out below.

2.4.1.3 Progress Meetings

(a) In accordance with this Section 2.4.1.3 (Progress Meetings), Developer shall conduct weekly progress meetings throughout the term.

(b) To the maximum extent practicable, Developer shall advise the Owner at least twenty-four (24) hours in advance of progress meetings regarding items to be added to the agenda or requesting the cancellation of any meeting.

(c) The location of meetings shall be mutually agreed by the Developer and the Owner and, to the extent practical, shall be held at the Developer's onsite office or the Owner's Existing Facilities.

(d) Developer shall conduct progress meetings with representatives from the Owner, Developer, relevant Contractor(s), Lead Designer (Project Manager or Design Manager as decided by the Owner), and the LACC Operator. The Lead Designer may attend via conference call and may occasionally be required to attend in-person upon the Owner's request.

(e) Developer shall conduct monthly Construction Period Joint Committee meetings per the requirements of Section 2.4.1.6 (Construction Period Joint Committee) in addition to weekly progress meetings. The Olympics Readiness Monitoring Report

shall be presented and reviewed during the monthly Construction Period Joint Committee meetings.

(f) Developer shall circulate a meeting agenda no later than three (3) Business Days prior to the meeting date. At a minimum, the following actions shall be taken at each progress meeting:

(i) review, revision as necessary, and approval of meeting minutes of previous progress meeting;

(ii) review of progress of Work since previous progress meeting, including actual start and finish dates of activities;

(iii) review of status of Submittals for approval, requests for information and Change Orders;

(iv) identification of old and new issues which impede planned progress to Olympics Readiness and Substantial Completion, identification of responsible party for follow-up actions, and reach agreement on a common solution and date of correction;

(v) development of corrective measures and procedures to regain lost time;

(vi) review of Monthly Progress Reports, including the schedule forecasts as required in Section 2.4.1.11 (Progress Reports);

(vii) review and discussion of schedule changes, including justification for any changes that impact the Critical Path to Olympics Readiness and Substantial Completion, the Owner's obligations, or events.

(viii) review of status of Record Documents; and

(ix) identification of any accidents or health and/or safety issues at the Site.

(g) Developer shall prepare meeting minutes of each progress meeting and provide a copy of the minutes to the Owner within three (3) Business Days after each progress meeting:

(i) unless meeting minutes are challenged in writing within five (5) Business Days of receipt, they will be accepted as properly stating the activities and decisions of the meeting; and

(ii) challenge to meeting minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

2.4.1.4 Convention Center Event Coordination Meetings

(a) Developer shall conduct coordination meetings with the Owner, LACC Operator, and Contractor bi-weekly. The meetings may be scheduled more frequently if necessary, at the discretion of the Owner, LACC Operator, or any Contractor.

(b) Developer shall provide a 90-day construction activity look ahead that identifies any LACC events from the LACC Events Schedule that may be impacted by such activities.

(c) Developer shall provide an overview of the specific construction activity that is planned for the next 90 days, and if the activity has the potential to impact event operations and attendee experience including but not limited to production and attendee access, use of space outside of the designated construction site boundary, working with existing systems, noise, vibration, dust, and odor. Developer shall describe plans for mitigating any potential impacts to operations during the move-in, events, and move-out of each event as outlined in Exhibit 20 (LACC Events Schedule).

(d) Not used.

(e) Developer shall prepare meeting minutes for each convention center event coordination meeting within three (3) Business Days and obtain concurrence by the Owner prior to commencement of related Construction Work. The Owner shall provide concurrence of meeting minutes within two (2) Business Days of receipt of such minutes.

2.4.1.5 Pre-Construction Meetings

Pre-construction meetings shall be held within fifteen (15) Business Days prior to start of construction activities at each Construction Work Site in Section 2.4.6.2 (Site Restrictions).

(a) Developer's Authorized Representative and representatives of relevant Contractors shall attend the pre-construction meetings.

(b) The Owner will advise on other interested parties who shall attend the pre-construction meetings.

Developer shall circulate a meeting agenda no later than three (3) Business Days prior to the meeting date. At a minimum, each pre-construction meeting shall include discussion of each of the following:

(c) Developer's, including any Contractor's or sub-trade's, plans for performing work in a manner that mitigates impacts on event operations, conditions, and attendee experience.

(d) Organizational arrangement of Developer's forces and personnel, and those of the consultants, Contractors (as engaged), and materials suppliers.

(e) Organizational arrangement of the Owner's personnel, Project Manager, consultants, and other authorized representatives.

(f) Channels and procedures for communication.

(g) Construction schedule, including sequence of critical work.

(h) Contract Documents, including distribution of required copies of original documents and revisions.

(i) Processing of Submittals and other information submitted to the Owner for review.

(j) Processing of addenda, field decisions, site instructions, requests for information and Change Orders.

(k) Rules and regulations governing performance of the Work including a plan to be provided to each Contractor as part of the onboarding process.

(l) Procedures for site security, Project quality control, housekeeping, and related matters.

(m) It is the responsibility of the Developer for job site safety & first aid, however, it shall be on the agenda.

(n) Procedures related to monitoring services.

(o) Emergency contact information.

2.4.1.6 Construction Period Joint Committee

(a) Not less than twenty (20) Business Days after the Effective Date, the Owner and Developer shall, with the LACC Operator, establish, and maintain until the Final Completion Date, a joint liaison committee (the "Construction Period Joint Committee"

(CPJC)) consisting of Owner's Authorized Representative, LACC Operator's authorized representative, and Developer's Authorized Representative and such other members as the parties may agree from time to time.

The purpose of the CPJC is to provide a formal forum for the parties to consult and cooperate in all matters relating to the Project during the period between the Effective Date and the Final Completion Date and any member appointed to the CPJC will not have any duties or obligations arising out of such appointment independent of such member's duties or obligations to the party making such appointment.

(b) The CPJC:

(i) shall only have authority as expressly delegated to it by the Owner, LACC Operator, and the Developer, and the parties shall give reasonable consideration to delegating appropriate authority to permit efficient decision making with respect to the Project;

(ii) may strike, establish terms of reference for, delegate authority and appoint members having the necessary experience and qualifications to, such sub-committees as the CPJC may determine are necessary from time to time and all such sub-committees will report to the CPJC;

(iii) shall establish protocols and procedures for undertaking the tasks and responsibilities delegated to it, including a cooperative and consultative process to review all documentation submitted to it in relation to the Construction Work;

(iv) may make recommendations to the parties on all matters relating to the Project, which the parties may accept or reject in their complete discretion; and

(v) shall have no authority to agree to any amendments or to give any waivers of the Contract Documents.

(vi) Subject to the provisions of the Technical Requirements, the members of the CPJC may adopt such procedures and practices for the conduct of the activities of the CPJC as they consider appropriate from time to time and:

(vii) may invite to any meeting of the CPJC such other (non-voting) persons as a member may decide; and

(viii) receive and review a report from any person agreed by the members of the CPJC.

(ix) Shall handle any Disputes that may arise with or be identified by the CPJC in accordance with the Dispute Resolution Procedures.

(x) Shall be the primary forum for the review and feedback on the Monthly Progress Report and monthly Olympics Readiness Monitoring Report.

(c) The CPJC shall meet at least once each month at a location provided by the Developer at or near the Site (unless otherwise agreed by its members) and from time to time as necessary. If any member of the CPJC requests an additional meeting, the parties will act reasonably in accommodating this request.

(d) Meetings of the CPJC shall be convened on not less than ten (10) Business Days' notice (which will also identify the agenda items to be discussed at the meeting) provided that in an emergency meeting may be called at any time on such notice as may be reasonable in the circumstances. The CPJC will be chaired by the Owner's representative unless the Owner requires that a representative of the Developer chair the CPJC.

(e) Developer shall keep meeting minutes of all recommendations and meetings of the CPJC and circulate such minutes within three (3) Business Days of the making of the recommendation or the meeting.

2.4.1.7 Not used

2.4.1.8 Not Used

2.4.1.9 Not Used

2.4.1.10 Other Meetings

(a) Developer shall be available to meet with the Owner and other stakeholders when requested by the Owner within 48 hours advanced notice. Owner shall provide a meeting agenda with each request.

(b) Developer shall coordinate meetings with Utility Owners and Governmental Entities as required in connection with the performance of the Work.

(c) Meetings coordinated by Developer do not require the approval or attendance of the Owner, but Developer shall submit to the Owner a notice of such meeting as soon as reasonable, and in any event no later than three (3) days prior to such meeting.

(d) Owner may attend any meeting coordinated by Developer.

(e) Developer shall produce meeting minutes for any meeting coordinated by Developer in accordance with this Section 2.4.1 (Meetings and Progress Reporting). Such meeting minutes shall be stored in the PMCS and provided to Owner upon request.

(f) The Owner and Developer shall coordinate meetings in accordance with Section 2.5.6.2 (Developer and Owner Collaboration during the Performance of the Design Work).

(g) Site meetings are required when necessary to enable orderly review and discussion of site conditions and problems requiring solution during the progress of the Work. Developer shall notify the Owner of the need for additional site meetings as early as possible to resolve the problem without any impact to the Project Schedule.

2.4.1.11 Progress Reports

(a) Each calendar month, Developer shall submit to the Owner a progress report (each a "**Monthly Progress Report**"). Information included in the progress report shall not be considered a formal notice of change. All new issues should be brought to the Owner's attention via appropriate notice of change communication or change order mechanism. The Monthly Progress Report shall be submitted as one (1) electronic copy in PDF format via formal Submittal to the Owner's Authorized Representative. The Monthly Progress Report shall:

(i) describe the progress for the ongoing phases of the Construction Work;

(ii) include the Project Schedule Updates, as required by Section 2.4.2.3 (Project Schedule Updates) of the Technical Requirements;

(iii) include quality nonconformances and rectifications as required by Section 2.6.1.1 (General Requirements) of the Technical Requirements;

(iv) include a list of Change Orders identified or executed during the period from the submission of the previous month's

Monthly Progress Report and the submission of the current Monthly Progress Report, including their status;

(v) identify any Relief Events that have resulted in an amendment to the Agreement during the period from the submission of the previous month's Monthly Progress Report and the submission of the current Monthly Progress Report, and describe status;

(vi) include construction progress photos in accordance with Section 2.4.6.9 (Construction Progress Photography);

(vii) identify Schedule Activities planned for the upcoming period;

(viii) include, in accordance with Section 2.7.2.6 (Environmental Management Plan) the environmental commitment tracking and reporting system report including all non-compliances with environmental commitments;

(ix) identify any unexpected environmental occurrences during the period from the submission of the previous month's Monthly Progress Report and the submission of the current Monthly Progress Report, including a summary of their resolution, mitigation and/or status;

(x) identify problems and issues that arose during the period from the submission of the previous month's Monthly Progress Report and the submission of the current Monthly Progress Report, including their status;

(xi) summarize resolution or mitigation of any problems and issues raised in previous Monthly Progress Reports and their status;

(xii) identify any events that have or have the potential to cause a significant disruption to Construction Work;

(xiii) identify Critical Path issues and proposed resolution;

(xiv) identify requested and/or required Owner's actions for the next month.

(xv) provide a 90-day look ahead to construction phasing and planned activities that impact convention center operations, including room closures, road closures, and work activities that may create significant noise, vibration, dust, or odor;

(xvi) provide Owner with a look ahead at the planned maintenance activities for the upcoming quarter;

(xvii) Not used;

(xviii) any public communications activity as detailed in Section 2.7.2.2 (Public Information and Communications Plan).

(b) Developer shall submit to Owner a compliance report at least annually or more frequently if required by the AHJ including but not limited to the following items:

(i) certification that the waste management programs detailed in Section 2.4.10 (Waste Management) have been followed;

(ii) certification of compliance with SCAQMD Rule 403; and

(iii) progress made towards local hire and contracting goals as specified in Exhibit 21 (City of Los Angeles Business Inclusion Program).

(c) Prior to the LA28 Exclusive Use Period, the Developer shall submit an Olympics Readiness Monitoring Report (the "Olympics Readiness Monitoring Report") alongside each Monthly Progress Report. The Olympics Readiness Monitoring Report may reference and/or rely on information contained within the Monthly Progress Report. The Olympics Readiness Monitoring Report shall, at a minimum:

(i) Identify all activities scheduled for the upcoming period, according to the Project Schedule, that are either on the Critical Path or within 5 days of the Critical Path to achieving Olympics Readiness as detailed in Appendix 16 (Olympics Readiness).

(ii) Provide one of the following status indications for each activity; either (1) 'green' denoting no slippage or material delay risk, (2) 'amber' denoting minor slippage or material delay risk being actively managed, or (3) 'red' denoting major slippage or unmanaged material delay.

(iii) For each 'amber' or 'red' status, the Developer shall provide an accompanying narrative that explains each slippage and/or risk identified, proposed mitigation/management actions, proposed Recovery Plan (see Section 2.4.2.4 (Recovery Plan)), and proposed LA28 Olympics Readiness Intervention Plan (see Section 2.4.2.5 (LA28 Olympics Readiness Intervention Plan)).

(d) 24-months prior to the LA28 Exclusive Use Period, the Developer shall submit a 24-month LA28 Olympics Readiness Lookahead Report that shall contain sufficient information to enable Owner's determination on whether Developer shall meet the conditions to Olympics Readiness (as specified in Exhibit 15C (Conditions Olympics Readiness)) by the Olympics Readiness Deadline. The 24-month LA28 Olympics Readiness Lookahead Report shall, at a minimum:

(i) Identify all activities, according to the Project Schedule, that are either on the Critical Path or within 10 days of the Critical Path to achieving Olympics Readiness as detailed in Appendix 16 (Olympics Readiness).

(ii) Provide one of the following status indications for each activity; either (1) 'green' denoting no slippage or material delay risk, (2) 'amber' denoting minor slippage or material delay risk being actively managed, or (3) 'red' denoting major slippage or unmanaged material delay.

(iii) For each 'amber' or 'red' status, the Developer shall provide an accompanying narrative that explains each slippage and/or risk identified, proposed mitigation/management actions, proposed Recovery Plan (see Section 2.4.2.4 (Recovery Plan)), and proposed LA28 Olympics Readiness Intervention Plan (see Section 2.4.2.5 (LA28 Olympics Readiness Intervention Plan)).

(iv) Include an overall readiness narrative that summarizes the level of confidence (high, medium, or low) in achieving Olympics Readiness, an accompanying rationale, and key areas of focus to maintain or improve the level of confidence.

(e) 18-months prior to the LA28 Exclusive Use Period, the Developer shall submit an 18-month LA28 Olympics Readiness Lookahead Report that shall contain sufficient information to enable Owner's determination on whether Developer shall meet the conditions to Olympics Readiness (as specified in Exhibit 15C (Conditions Olympics Readiness)) by the Olympics Readiness Deadline. The 18-month LA28 Olympics Readiness Lookahead Report shall, at a minimum:

(i) Identify all activities, according to the Project Schedule, that are either on the Critical Path or within 10 days of the Critical Path to achieving Olympics Readiness as detailed in Appendix 16 (Olympics Readiness).

(ii) Provide one of the following status indications for each activity; either (1) 'green' denoting no slippage or material delay risk, (2) 'amber' denoting minor slippage or material delay risk being actively managed, or (3) 'red' denoting major slippage or unmanaged material delay.

(iii) For each 'amber' or 'red' status, the Developer shall provide an accompanying narrative that explains each slippage and/or risk identified, proposed mitigation/management actions, proposed Recovery Plan (see Section 2.4.2.4 (Recovery Plan)), and proposed LA28 Olympics Readiness Intervention Plan (see Section 2.4.2.5 (LA28 Olympics Readiness Intervention Plan)).

(iv) Include an overall readiness narrative that summarizes the level of confidence (high, medium, or low) in achieving Olympics Readiness, an accompanying rationale, and key areas of focus to maintain or improve the level of confidence.

(f) 12-months prior to the LA28 Exclusive Use Period, the Developer shall submit a 12-month LA28 Olympics Readiness Lookahead Report that shall contain sufficient information to enable Owner's determination on whether Developer shall meet the conditions to Olympics Readiness (as specified in Exhibit 15C (Conditions Olympics Readiness)) by the Olympics Readiness Deadline. The 12-month LA28 Olympics Readiness Lookahead Report shall, at a minimum:

(i) Identify all activities, according to the Project Schedule, that are either on the Critical Path or within 5 days of the Critical Path to achieving Olympics Readiness as detailed in Appendix 16 (Olympics Readiness).

(ii) Provide one of the following status indications for each activity; either (1) 'green' denoting no slippage or material delay risk, (2) 'amber' denoting minor slippage or material delay risk being actively managed, or (3) 'red' denoting major slippage or unmanaged material delay.

(iii) For each 'amber' or 'red' status, the Developer shall provide an accompanying narrative that explains each slippage and/or risk identified, proposed mitigation/management actions, proposed Recovery Plan (see Section 2.4.2.4 (Recovery Plan)), and proposed LA28 Olympics Readiness Intervention Plan (see Section 2.4.2.5 (LA28 Olympics Readiness Intervention Plan)).

(iv) Include an overall readiness narrative that summarizes the level of confidence (high, medium, or low) in achieving Olympics Readiness, an accompanying rationale, and key areas of focus to maintain or improve the level of confidence.

2.4.1.12 Notifications

Developer shall notify the Owner immediately of any notices from Governmental Entities or AHJs regarding any deficiencies, fines, or other such non-compliance with any Laws in the performance of the Work.

2.4.2 Project Schedule

(a) Developer shall develop and manage a Project Schedule and Baseline Project Schedule (BPS) in keeping with BOE and Associated General Contractors of America best practice and Good Industry Practice on Project scheduling. The schedules will serve as a critical reference point for project progress outlining all major tasks, deadlines and milestones.

(b) All schedules shall be developed using Primavera P6 software version 17 or higher as approved by the Owner.

(c) A progress schedule shall be established by Developer within the limits of the Contract Deadlines with timely monitoring and updating controls as well adjustments to detailed work schedules. It shall include:

(i) Dates for receipt and return of reviewed Submittals.

(ii) Management tools to maintain progress.

(iii) An initial schedule of major items of work showing significant milestones.

(iv) A comprehensive schedule of the construction sequences and time frames.

(v) A scheduled priority of submittal, and review of, shop drawings, product data, samples, and other submittals.

(vi) Periodic progress review with Subcontractors and Suppliers

2.4.2.1 Baseline Project Schedule

(a) The Baseline Project Schedule ("BPS") has been prepared by the Developer in collaboration with the Owner under the Early Works Agreement and agreed at the Effective Date, and includes a detailed design schedule and construction schedule for the Project.

(b) The BPS has been developed using Primavera P6 software version 17 or higher as approved by the Owner.

(c) The BPS shall serve as the basis of comparison between the BPS and the then current Project Schedule, as subsequently revised and updated in accordance with the Technical Requirements.

(d) The Baseline Project Schedule (BPS) designates the dates for completion of each phase of the design and contract documents production process as well as all start dates and all phases of the Work. The Baseline Project Schedule:

(i) Includes clearly defined Work Breakdown Structures (WBS) with identifiable activity sequencing that divide the Work into Schedule Activities of reasonable duration with appropriate logic ties to show Developer's overall approach to the planning, scheduling, and execution of the Work. The duration and logical relationships of the Schedule Activities (or summaries at phase level) are based on the actual duration and relationships anticipated with tasks linked.

(ii) Includes Critical Path Method (CPM) scheduling specifying detailed criteria for the critical path schedule and updating requirements.

(iii) Implements adequate resource planning so that resource is efficiently allocated to each task.

(iv) Uses earned value management to integrate schedule and costs performance as per Appendix 3 (Earned Value Management).

(v) Identifies risks and provides mitigation plans for each risk identified.

(vi) Implements, where feasible, schedule compression techniques to save time and/or meet project milestones without negatively impacting any other milestone of the project or existing facilities.

(e) Within 30 days after the Effective Date, Developer shall submit to Owner a revised BPS that incorporates allocations of the D&C Contract Amount (including the Owner Allowances) to Schedule Activities at WBS level as per Appendix 3 (Earned Value Management). Such revisions shall be subject to Owner's approval. No other revisions shall be made to the BPS, which Developer shall keep in such form, without any further revisions, for the remainder of the term of the Agreement.

2.4.2.2 Project Schedule and WBS

(a) The initial Project Schedule shall exactly match the Baseline Project Schedule.

(b) The Project Schedule shall include a separate narrative that describes Developer's general sequence of design and construction, construction phasing, road closures, the proposed Critical Path of the Project, all construction milestone deadlines, including the Contract Deadlines, and the LACC Events Schedule as per Exhibit 20 (LACC Events Schedule).

(c) The Project Schedule shall include all major Design Work and Construction Work activities required under the Technical Requirements in sufficient detail to allow for effective monitoring and evaluation of the progress of the Design Work and Construction Work, from Effective Date to Final Completion. The Project Schedule shall be broken down into phases or elements of the Design Work and Construction Work that reflect the construction phasing of the Project.

(d) The Project Schedule shall also include activities for Utility Adjustments, permit acquisitions, any maintenance during the term of the Agreement and interfaces with other projects, Governmental Entities and AHJs. For each major activity, Developer shall indicate the duration (in days) required to perform the activity and the anticipated beginning and completion date of each activity.

(e) In addition, the Project Schedule shall indicate the sequence of performing each major activity and the logical dependencies and inter-relationships among the activities.

(f) Not used.

(g) Developer shall use consistent Schedule Activity identification numbers, textual descriptions, and activity codes in all Project Schedule submittals, in a manner acceptable to the Owner and consistent with Good Industry Practice and reasonable levels of rollup.

(h) The Owner's LACC Events Schedule as per Exhibit 20 (LACC Events Schedule) shall be incorporated into the Developer's monthly reporting in a format that allows for clear identification of any potential impact of Construction Work on events. This requirement shall be met through the provision of a calendar-based dashboard updated monthly. Developer shall provide the updated dashboard five (5) Business Days prior to the issuance of the Monthly Progress Report.

(i) No unspecified milestones, constraints, use of Schedule Activity durations, logic ties, and/or float suppression techniques, including preferential sequencing (including arranging a Critical Path through activities more susceptible to Owner caused delay), special lead/lag logic restraints, zero total or free float constraints, extended activity times or imposing constraints on dates other than as required by these Technical Requirements, or resource-leveling techniques, shall be used in the Project Schedule.

(j) Not used.

(k) Not used.

(l) Not used.

2.4.2.3 Project Schedule Updates

(a) Developer shall include Project Schedule Updates in each Monthly Progress Report until Final Completion in accordance with the requirements of this Section 2.4.2.3 (Project Schedule Updates).

(b) Each Project Schedule Update shall:

(i) Meet the requirements for the original Project Schedule set forth in Section 2.4.2.3 (Project Schedule and WBS);

(ii) Clearly and individually define the progression of the Work within the applicable time frame by using the separate Schedule Activities;

(iii) Reflect actual progress against the Baseline Project Schedule including completed Schedule Activities, delays and changes;

(iv) Identify the Critical Path, highlighted in red to distinguish critical Schedule Activities from other Schedule Activities;

(v) Identify Float shown for all Schedule Activities, as well as Owner-owned Float and shared Float;

(vi) Identify the 90-day look-ahead active Schedule Activities;

(vii) Identify the 90-day look-ahead LACC Events Schedule as per Exhibit 20 (LACC Events Schedule);

(viii) Accurately reflect updated progress since the last Project Schedule Update;

(ix) Forecast finish for in-progress Schedule Activities;

(x) Reforecast early dates and late dates for remaining Schedule Activities;

(xi) Not alter the cost and resource allocations among the Schedule Activities shown in the revised Baseline Project Schedule, except to the extent reflected in Change Orders documenting Compensation Events and Compensation Amounts or increases in Owner Allowances;

(xii) Include a narrative report describing in reasonable detail the Work completed during the prior month, the current Critical Path, status of Schedule Activities on the current Critical Path, changes to the Critical Path, Work activities performed out of sequence from the Baseline Project Schedule and the reason for the changes in sequencing, current and anticipated delays and problem areas, including Adverse Weather Days that have already occurred, status of Governmental Approvals, status of material and equipment procurements and deliveries, Change Orders, major issues and risk areas, and any other pending items affecting or that may affect the current Critical Path; and

(xiii) Indicate the overall physically complete percent of the Construction Work at the activity level and the number of days until Substantial Completion and Final Completion.

(c) The monthly Project Schedule Update(s) shall include additional, separate, filtered lists of Schedule Activities and Work elements included in the Project Schedule to create the following reports:

(i) a summary-level report as defined by and approved by the Owner for its own reporting requirements, and for which the Owner may make reasonable requests for minor changes in format or level of detail throughout the term of the Agreement;

(ii) coordinating with and accomplishing Construction Work associated with Utilities;

(iii) bar chart schedule sorted by element or phase of the Construction Work indicating the percent complete and remaining days for all activities as of date of the update;

(iv) graphical report, which compares Developer's progress to planned progress by each of the New Facilities, Existing Facilities and Modernized Facilities and major item/WBS;

(v) Submittal log and Design Document Submittals for the forthcoming period;

(vi) Sixty (60)-day look-ahead report on all the Owner approvals and Governmental Approvals required;

(vii) Ninety (90)-day look-ahead bar chart schedule sorted by WBS and Schedule Activity early start dates;

(viii) critical items graphical report for each Critical Path sorted by Schedule Activity early start date; and

(ix) Include an explanation of each variance from the prior month's report and a summary of cumulative variances from the BPS that impacts the Critical Path and update the schedule accordingly.

(d) The Owner will review the monthly Project Schedule Update(s) for consistency with Developer's WBS and the Project Schedule and for conformance with the Technical Requirements. The Owner will notify Developer of corrections required within the time period set forth in Exhibit 11 (Submittals Review Process). Developer shall correct any deficiencies noted by Owner and resubmit before, or as part of, the next monthly Project Schedule Update submission.

(e) The Owner will use the Project Schedule Updates to manage its activities in order to be responsive to the Project Schedule and to monitor Developer's performance in accomplishing the Work.

(f) Developer shall submit the Project Schedule Update electronically in its native format.

(g) In the event that the Owner does not approve a submitted monthly Project Schedule Update, the previously approved schedule shall remain in effect until such a time as the updated schedule is approved.

2.4.2.4 Recovery Plan

Prior to the LA28 Exclusive Use Period, if the Construction Work is delayed on the Critical Path items for the Olympics Readiness Deadline for more than either (a) 10 days (in aggregate) when 1 year or more remains until the Olympics Readiness Deadline; or (b) 5 days (in aggregate) when less than 1 year remains until the Olympics Readiness Deadline, the next Project Schedule Update shall include a recovery schedule demonstrating the proposed Recovery Plan to put the Project back on schedule.

After the LA28 Exclusive Use Period, if the Construction Work is delayed on Critical Path items for Substantial Completion for more than either: (a) 20 days (in aggregate) when 1 year or more remains until Substantial Completion; or (b) 10 days (in aggregate) when less than 1 year remains until Substantial Completion, the next Project Schedule Update shall include a recovery schedule demonstrating the proposed Recovery Plan to put the Project back on schedule.

2.4.2.5 LA28 Olympics Readiness Intervention Plan

Prior to the LA28 Exclusive Use Period, a Recovery Plan shall be accompanied by an LA28 Olympics Readiness Intervention Plan (using the methodology submitted in the LA28 Olympics Contingency Plan) detailing the course of action to be taken to achieve Olympic Readiness requirements (as specified in Appendix 16 (Olympics Readiness)) in the event that the schedule cannot be recovered. For the avoidance of doubt, the Developer is still required to submit a Recovery Plan.

The LA28 Olympics Readiness Intervention Plan shall identify the requirements to Olympics Readiness (as specified in Appendix 16 (Olympics Readiness)) at risk of not meeting the Olympics Readiness Deadline, and for each of these requirements provide the following options:

(a) An alternative and/or temporary means of achieving Olympics Readiness (as specified in Appendix 16 (Olympics Readiness)), including an impact assessment of applying this alternative; and

(b) A proposed amended requirement for Olympics Readiness (as specified in Appendix 16 (Olympics Readiness)) and/or Olympics Readiness Deadline and the means (temporary or otherwise) via which this can be achieved, including an impact assessment of this change in outcome.

2.4.3 Project Office

2.4.3.1 General

(a) Developer shall provide temporary Project office space for Owner's personnel until 30 days after Final Completion. The Owner's Project office shall, at a minimum, comprise of:

(i) One (1) trailer sized to at least 12' x 60' each within the Site;

(ii) One (1) concrete cylinder sample storage box to be located adjacent to the trailers within the Site; and

(iii) A temporary office space within the existing LACC

(b) The trailer and temporary office space shall, at a minimum, include the following requirements:

(i) Furnishment and set up of two (2) offices and one (1) meeting room, for Owner personnel;

(ii) Each of the two (2) offices shall have a minimum floor space of 175 sq ft, at least one door, and window area of not less than 25 sq ft. All doors and windows shall be provided with screens;

(iii) Each of the two (2) offices shall be provided with electric power, including a minimum of four (4) duplex convenience outlets. Lighting shall be provided at tables and desks;

(iv) Each of the two (2) offices shall contain one (1) plan table, one (1) standard 5-foot double pedestal desk with a drawer suitable for holding files, two (2) chairs, one (1) drafting stool, one (1) plan rack, one (1) 4-drawer filing cabinet suitable to hold legal or letter size hanging file folders, and one (1) storage cabinet with a minimum of 4 adjustable shelves;

(v) The one (1) meeting room shall contain one (1) portable folding conference table to accommodate a minimum of ten (10) chairs, and ten (10) folding chairs;

(vi) All exterior doors shall be provided with door handles, double dead bolt locks and screens. Developer shall provide the Owner with six (6) keys;

(vii) Bottled drinking water shall be provided;

(viii) Sanitary facilities shall include a toilet and wash basin with hot and cold running water. The Developer shall provide janitorial and other maintenance services. Such services shall include the supply of appropriate paper products and dispensers. Trash receptacles shall be provided and emptied at weekly intervals or sooner as required. Trash shall be removed from the Project site;

(ix) Utility connections, utility service, internet service, maintenance, janitorial, security and other services necessary for the required temporary facilities;

(x) Heating and air conditioning of sufficient capacity to adequately control the temperature at all times;

(xi) Parking facilities for seven (7) Owner personnel assigned to the temporary facility location plus two (2) visitor parking spaces.

(xii) One (1) console type, dry, indirect electrophotographic process network-capable copier/printer/scanner capable of 60 letter size copies per minute. Copier shall be able to copy 11"x17" ledger size paper and be able to reduce to 65% and enlarge to 154%. Copier shall have a sorter/finisher with a staple cartridge and have additional cassettes for letter, legal, and ledger-size paper. The copier's primary paper supply shall be 8.5" X 11" size. The copier shall be installed new or like new in good working order and the Developer shall maintain the unit in operating condition;

(xiii) Each office shall have one (1) color inkjet all-in-one machine capable of printing, copying, and scanning up to 11" x 17". Printing shall be a minimum of 35 pages per minute in black and 28 pages per minute in color. Resolution shall be a minimum of 6000 x 1200 dpi. A 50-sheet document feeder shall be included. All toner cartridges shall be provided by the Developer for the duration of the Project;

(xiv) Duplex convenience outlets for electrical power – a minimum of four (4) per Owner personnel;

(xv) Outdoor lighting fixtures to effectively light the area around the office facility;

(xvi) Maintenance and service agreements maintained for all office equipment; and

(xvii) High-speed internet connection with speeds and bandwidth suitable for at least 6 devices, and flexible setup with options like 4G/5G cellular or dedicated fixed wireless internet access.

(c) Concrete cylinder test sample storage box. One (1) concrete cylinder test sample storage box shall, at a minimum, meet ASTM C31 standards, or job-made to meet the following conditions using ¾ inch exterior grade plywood with a hinged lid:

(i) Minimum external dimensions: width: 36 inches x length: 36 inches x height: 16 inches;

(ii) Insulated internally with 1 inch thick ridged foam board with a R-5 rating;

(iii) Equipped with internally mounted battery-operated digital hygrometer and thermometer;

(iv) Equipped with externally mounted hinged hasp lock; and

(v) Equipped with two externally mounted wheels to enable mobile transport as needed.

(d) The Owner's Project office, equipment and software remains the property of the Developer, and unless specified otherwise, Developer shall remove upon Final Completion including temporary light, power and water (including piping, wiring, lamps and other equipment necessary for the field offices).

(e) Additional workspaces will be reasonably accommodated where meetings, Construction Work Site walks, or other similar activities require additional Owner personnel.

(f) Developer shall provide for Owner personnel use six (6) mobile tablet devices and accessories such that Owner personnel have the ability to access and view the most current updated version of the construction documents that are being installed in the field. Developer shall provide relevant training as needed.

(g) Developer shall provide the required labor and equipment if relocation of the Owner's Project office is necessary due to progress of work;

2.4.4 Convention Center Events

2.4.4.1 General

The requirements of this Section 2.4.4 (Convention Center Events) apply throughout the term of the Agreement.

2.4.4.2 Events

(a) Not used.

(b) Developer shall participate with strong coordination with the Owner for events that will be impacted by noise and vibration from Work as identified in Project Schedule Updates.

2.4.4.3 Interruption of Convention Center Activities

(a) Developer shall coordinate planned Utility service shutdowns during periods of minimal usage in accordance with Section 2.7.3.7 (Utility Shutdown Plan).

(b) Utility service shutdowns critical to the completion of the Construction Work shall be clearly identified on the Project Schedule. Developer shall program Construction Work to ensure that Utility service will be restored in the minimum possible time, and shall cooperate with the Owner to minimize the frequency and duration of Utility service shutdowns to accommodate Construction Work.

2.4.5 Staffing and Workforce Training

2.4.5.1 Key Individuals

(a) Developer shall implement and adhere to the staffing management plan in conformance with the requirements of Section 2.7.2.1 (Staffing Management Plan) of the Technical Requirements.

(b) Not used.

(c) Not used.

2.4.5.2 Staffing Requirements

(a) Developer shall submit to the Owner for review and approval a list of a maximum of ten (10) Developer personnel that shall have the ability to access areas operated and/or maintained by the Owner or LACC Operator's personnel as requested by the Owner without prior further authorization from the Owner, other than the approval of such list. The purpose of such personnel shall be to escort Developer's personnel or Developer's third parties in accordance with Section 2.4.5.2 (Staffing Requirements). Developer's personnel authorized by Owner in accordance with this Section

2.4.5.2 (Staffing Requirements) shall comply at all times with Section 2.4.5.2(d) when performing duties on the Site or the Existing Facilities. The extent of access provided in response to a Developer request shall be determined by the Owner in its sole discretion.

(b) Notwithstanding the requirements of this Section 2.4.5.2 (Staffing Requirements), and in the event that there is a need for Developer's personnel not previously authorized by Owner to access areas operated and/or maintained by the Owner within the LACC Campus or the Existing Facilities, Developer shall submit a list of such personnel for review and approval no less than twenty-four (24) hours in advance. The Owner reserves the right to deny such request, or otherwise to assign Owner's personnel, or LACC Operator's personnel as requested by the Owner, to escort such Developer personnel while performing Work within the Owner's spaces.

(i) Developer shall seek agreement with the LACC Operator prior to submitting personnel for review and approval to the Owner.

(c) In those instances, in which additional staff that is not pre-approved by Owner is required on an Emergency basis, such additional staff shall be escorted at all times by Developer's personnel previously authorized by Owner in accordance with Section 2.4.5.2(a).

(d) With the exception of Key Personnel and Developer's executive or management personnel, all Developer's personnel performing any and all Work on the Site shall be easily recognizable to users by the utilization of identification cards visible at all times.

2.4.5.3 Workforce Training

(a) From time to time, either Party may request that Developer provide orientation to Owner's personnel. In such case, the Owner and Developer shall cooperate within reason to accommodate such request as necessary.

(b) Developer shall provide any necessary training required for the LACC Operator to safely and efficiently operate the Existing Facilities during the Work.

(c) Developer shall allow for up to two (2) Owner representatives or the Owner's Authorized Representative to attend any training relevant to the safety and operation of the building.

2.4.6 Work Site Requirements

2.4.6.1 Work Hours

2.4.6.1.1 General

Developer shall provide a detailed list of work to occur outside of core hours as part of the 90-day look-ahead identified in Section 2.4.1 (Meetings and Progress Reporting).

2.4.6.2 Site Restrictions

2.4.6.2.1 General

During the term of the Agreement, Developer's use of the Construction Work Site is restricted to the areas identified in Appendix 1 (Site Plans) unless authorization is granted by the Owner. Developer shall restrict the access of all Persons entering upon the Construction Work Site in connection with the Work to the authorized access route and to the defined limits of the Construction Work Site(s). The Construction Work Site shall be defined as per the phase site layout at Appendix 1 (Site Plans).

2.4.6.2.2 Not Used

2.4.6.2.3 Temporary Structures

(a) Temporary structures and services shall be the responsibility of the Developer but details shall be provided to the Owner for information.

(b) Temporary structures may include, but are not limited to scaffolding, excavation support, construction equipment supports, temporary support of existing structures, and temporary support of new structures.

(c) Design of temporary support of excavation shall include live load considerations from adjacent structures and evaluation of vertical and/or lateral deflection which could result in adverse impact on structures.

2.4.6.2.4 Staging of Construction

(a) The Existing Facilities, South Hall and West Hall, concourses and parking structures shall have continuity of supply for all major services including but not limited to: electricity, Information and Communications Technology (ICT), telecommunications, data, mechanical systems, fire protection services, gas, and water

throughout all stages of construction unless noncontinuity of services is scheduled with and approved by the Owner. ICT includes: IT systems including servers and telecom rooms, communications systems (wired and wireless), data network/outlets and audio/visual systems.

2.4.6.3 Utilities Management Services

(a) This Section 2.4.6.3 (Utilities Management Services) applies during the term of the Agreement.

(b) Developer shall:

(i) Coordinate with both the Owner and the applicable Utility Owner for any Utility-related work required to be performed on the Site, and in connection with any Work that will require shutdown of any Utility services to the LACC Campus or to a LACC facility;

(ii) Notify the Owner at least ten (10) Business Days prior to large utility shutdowns and at least five (5) Business Days prior to minor utility shutdowns;

(iii) In the event a minor utility shutdown or a large utility shutdown is required to address an issue related to availability of an area or to life safety, (ii) shall not apply and the Developer shall provide notification to the Owner as soon as practicable;

(iv) Notify the Owner at least ten (10) Business Days prior to Utility-related Work to be performed within the Existing Facilities, including central utility plant work to be performed within the central utility Work Site. Developer shall include in the notice a description of the nature of, and proposed schedule for, the Work and the specific location and boundaries, and any impacted areas of the construction activity area within the central utility Work Site required for the Work;

(v) Obtain approval from the Owner to make tie-ins to Utilities on the Existing Facilities;

(vi) Comply with applicable Work Site requirements set forth in Section 2.4.6 (Work Site Requirements) of the Technical Requirements when performing Work on the Existing Facilities;

(vii) Check for and avoid all underground Utilities when performing Work. Developer shall coordinate Utility location with the Utility Owner; and

(viii) Submit to Owner a monthly "Utility Tracking Report", including progress of utility relocation plans that identify each Utility Adjustment, together with the timelines for obtaining Utility Owner approval and completing each Utility Adjustment.

2.4.6.4 Roads & Ramps

2.4.6.4.1 General

During the term of the Agreement, Developer shall:

(a) Maintain access, temporary or otherwise, to allow freight trucks from street level to 250 level maintaining freight access to South Hall and West Hall, Concourse Hall, Petree Hall, and meeting rooms at all times unless approved by the Owner; access the Site from L.A. Live Way. Figueroa shall not be used without prior written approval from the Owner and the AHJ;

(b) Provide clear and safe access to the Existing Facilities 250 level truck apron to facilitate events loading and unloading per the LACC Events Schedule. If access must be temporarily blocked to facilitate construction activity, Developer must submit a plan indicating reason, proposed dates and timelines, mitigation measures and plan to reinstate access, and provide alternative satisfactory arrangements or coordinate to avoid disruption for Owner's review and approval;

(c) maintain access in both directions for West Pico Blvd unless approved under a permit by the appropriate AHJ or permitting agency;

(d) maintain access from Chick Hearn to the Staples Center VIP drop off during events and maintain access from Chick Hearn to the Staples Center underground loading dock;

(e) take all necessary precautions to ensure the safety of Users at all times, including flaggers, temporary roadway signs and barricades for any construction access into the Work Site or the Existing Facilities;

(f) consistent with the traffic management plan, obtain prior written approval from the AHJ to block streets or parking areas at any time;

(g) in accordance with Section 2.4.10 (Waste Management), clear all roads parking areas and sidewalks affected by the Work, including timely removal of dust, dirt, or any other Project waste so that roads and sidewalks are maintained in a safe and usable condition;

(h) construct and maintain all temporary access roads and laydown areas within the Work Site as identified in Appendix 1 (Site Plans) during the performance of the Construction Work; and

(i) all temporary access roads shall comply with all applicable Law, regulations and permit requirements, and shall be completely removed at Substantial Completion.

2.4.6.4.2 Not Used

2.4.6.4.3 Parking

(a) The Developer shall identify the West Hall and South Hall Garage parking spots that will become unavailable during construction.

(b) Developer shall ensure that each existing parking lot, and identified count of parking spaces within the lot, remains available for safe access and use during the construction period, until such time as Developer, in accordance with the Project Schedule and Project Master Plan, proceeds to make use of the existing parking lot for Work.

(c) Prior to making use of the existing parking lot, replacement parking area(s), which may be temporary parking areas (for use during the term of the Agreement only), must be ready for use within the Site, include at least as many parking spaces as the existing parking lot being replaced, and provide for safe access and use.

(d) If the replacement parking area is temporary (for use during the term of the Agreement only), the area shall be developed to make good conditions unless part of the Site design requirements for the Project.

(e) If Work requires the removal of existing parking lot spaces that are ADA compliant, Developer shall replace such parking with parking spaces that are ADA compliant.

(f) Developer shall repair pavement cracks, joints repairs, holes and depressions caused during the term of the Agreement.

2.4.6.5 Developer Parking

(a) Throughout the term of the Agreement, Developer and Developer-Related Entity vehicles, including personnel POVs, shall be parked in a Developer designated parking site. Except as provided in Section 2.4.6.5(b), under no circumstances will such vehicles be permitted to park in the Existing Facilities or within any active existing parking lot unless approved by the Owner.

(b) In the event that Construction Work impacts Existing Facilities parking counts, Developer shall notify the Owner of impact at least ten (10) Business Days in advance and gain approval of any changes.

2.4.6.6 Traffic Control

2.4.6.6.1 General

Throughout the term of the Agreement, Developer shall:

(a) perform the Work in a manner that minimizes disruption to traffic;

(b) maintain at all times access, including pedestrian and bicycle access for public, vehicular access and designated access required for the operation of the Existing Facilities;

(c) close only one (1) crosswalk at a time at intersections having four (4) crosswalks. If construction requires closure of two (2) or more crosswalks at an intersection, the Developer shall obtain LADOT approval before implementation of the closure. LADOT approval is required prior to closing of any crosswalk at intersections having fewer than four (4) crosswalks;

(d) furnish at Developer's expense all barricades, lights, and other devices and means necessary, including staff utilized for flagging and traffic control during the performance of the Construction Work, to control traffic and shall maintain these devices at all times to protect the public and/or the Project in accordance with the traffic management plan approved by the LADOT;

(e) when performing Work on or adjacent to the Site, install and maintain such devices as are necessary to provide safe passage for the traveling public and to safeguard workers;

(f) provide and install steel plates to bridge any excavation in the public right-of-way. Such bridging shall be in accordance with the provisions of the latest edition of the Work Area Traffic Control Handbook (WATCH), and comply with applicable code and

standards for all steel plates within the traveled roadway of streets and alleys;

(g) notify the Owner's Authorized Representative at least forty-eight (48) hours before any work that will affect normal bus operations; and

(h) before Work that impacts traffic and roadways begins:

(i) provide to the Owner's Authorized Representative ("OAR") and LACC Operator a schedule of activities that will impact traffic, any planned closing of streets and traffic control plans for handling traffic for information;

(ii) obtain from AHJ over affected roadways and highway, approval of traffic control plans for handling traffic in accordance with the California MUTCD Part 6;

(iii) at least forty-eight (48) hours in advance of closing, partially closing, or reopening any street, alley, or other public thoroughfare, notify the Police, Fire, Traffic, and Engineering Departments, and comply with their requirements;

(iv) secure approval, in advance, from authorities concerned with the use of temporary bridges proposed for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "signs" as set forth in the California MUTCD; and

(v) ensure all signs, including offsite detour signs, lights, or devices installed by the Developer shall conform to the California MUTCD, and be approved by LADOT before use. Offsite detour signs shall be installed, maintained, and removed by the Developer. "No Parking" signs shall be posted and removed only by LADOT upon request from the Developer. LADOT will charge and collect its actual cost for each temporary sign installed and for each sign replaced during the authorized period which shall be included in the Developer's fixed fee. To be enforceable, temporary "No Parking" signs shall be installed by LADOT twenty-four (24) hours before the time when needed. Their removal by LADOT shall take place as the Work progresses to restore parking spaces.

2.4.6.7 Developer Notices or Signs

(a) Throughout the term of the Agreement, Developer, its Contractors, and any Developer-Related Entity shall not place any signs,

advertisements, notices, or graphic materials anywhere on the LACC Campus, or on construction fencing or other temporary facilities that have not been approved in writing in advance by Owner's Authorized Representative or are required to meet OSHA and life safety requirements as applicable.

2.4.6.8 Surrounding Site Condition Survey and Security

(a) Developer shall ensure that the condition of existing buildings, structures, roadways, sidewalks, paths, trails, lighting and signal equipment, or other property that is to remain in place or is to be modified is not adversely affected by the performance of the Work.

(b) Developer shall perform appropriate property, pre-condition surveys and associated monitoring, and shall repair any damage determined to be caused by the Work. Copies of the pre-condition surveys shall be submitted to the Owner for information.

(c) At minimum, Developer shall perform detailed pre-construction and post-construction surveys of all buildings, roadways, utilities and structures within or adjacent to the Project Limits. A visual inspection of the interior and exterior of each facility shall be carried out. The survey shall include written documentation of existing conditions and shall be supplemented with video or still photography to provide visual documentation. Detailed information shall be collected such as structural and cosmetic defects. Additional information such as width, length and height of each building or structure, wall and roof framing details, ceiling construction, interior finishes, foundation types and depths shall also be collected. The detailed pre-construction survey will also serve as documentation of pre-construction condition of each facility in order to provide a baseline for establishing damage resulting from Construction Work. The surveys shall include an optical survey of building and structure heights in order to establish accurate values for use in performing structural calculations.

(d) Developer shall take photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements during construction activities;

(e) Following the completion of all Construction Work, a post construction survey shall be performed for each facility from which a pre-construction survey was conducted. The post construction survey will include video surveying of all buildings, roadways, utilities and structures within or adjacent to the Project Limits and will highlight all the existing damage noted during the pre-construction survey and new damage.

(f) The scheduling of the pre-construction and post construction surveys shall consider the Project Schedule to ensure all facilities are surveyed prior to the start and after the completion of any Work that could cause damage. At a minimum, pre-construction surveys shall be completed no later than thirty (30) days before the start and post construction surveys no earlier than one hundred and twenty (120) days after completion of any Work within three hundred (300) feet of an Existing Facility.

(g) Developer shall be responsible for the security of all its construction equipment, materials, tools, facilities, and vehicles (personal, private, or contractual) while performing the Work. This requirement shall be effective twenty-four (24) hours per day for the duration of the term.

(h) Developer shall be responsible for site security within the Expansion Limits. All such security protection shall remain for the term. Owner shall have overall security responsibility within the Project Limits, including the Expansion Limits perimeter.

(i) The Developer shall give the Owner advanced notice (at least 24 hours) of site condition surveys and allow an Owner representative to be present during the site condition surveys.

2.4.6.9 Construction Progress Photography

(a) The Developer shall provide photographs taken at the Site at the specified stages of construction in accordance with provisions of this Section.

(i) Developer shall provide high-resolution construction progress photographs in electronic format at least monthly or at any time that a new significant activity commences or completes. Developer shall facilitate requests and make arrangements for the Owner to take additional photos on an as-requested basis. Distinct from progress documentation photos, the purpose of these photographs is to facilitate public information via Project website(s), newsletters, and such materials;

(ii) before commencement of demolition or commencement of any construction operations at the Site, take photographs of the Site and surrounding properties, including existing items to remain during construction, for different vantage points;

(iii) submit to Owner, key plan of the Site with notation of vantage points marked for location and direction of each photograph,

indicating elevation or story of construction; flag construction limits before taking photographs;

(iv) take photographs of existing buildings, either on the Site or adjoining property to accurately record physical conditions at start of construction activities;

(v) take multiple views of each Work Site at thirty (30) day intervals during the term of the Agreement at consistent vantage points;

(vi) If key work which will be permanently enclosed and performed during a 30 day period before the next shoot, then interim photographs will be required before the work is covered;

(vii) take final photographs when all Construction Work has been completed at the Work Site, regardless of time interval since previous photographs were taken; and

(viii) provide time-lapse photography for key construction activities.

(b) Photographs: to be of high quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

(c) Digital images: provide images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software. Provide images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

(d) Photographs are to be taken using the maximum range of depth of field, and that are in focus, to clearly show the Work.

(e) Maintain the key plan with each set of construction photographs that identifies each photographic location.

(f) Photographs shall identify the following:

(i) Site name and location;

(ii) location from which photographed;

(iii) date of photograph; and

(iv) Not used.

(g) Location(s) to provide diversified overall view of the Work from a position that is expected to remain accessible throughout progress of the Construction Work for added photography.

(h) Developer shall continue to take photographs at the same view position of the Site to show continuous progress of the Construction Work until the Construction Work is completed.

(i) To the maximum extent practicable, take photographs at the same time of day throughout progress of the Construction Work.

(j) Maintain one (1) set of images accessible in the field office at the Site, available at all times for reference.

2.4.6.10 Work by Owner or Others

2.4.6.10.1 General

Throughout the term of the Agreement, Developer shall:

(a) provide notice for approval by the Owner for any work to occur outside of the Site as soon as practicable, but no less than five (5) Business Days' notice, to minimize disruption to the progress of work to allow for appropriate review and approvals;

(b) coordinate its activities with the Owner, its employees and Contractors, and cooperate to hold interference to a minimum; and

(c) not be entitled to additional compensation from the Owner for facilitating coordination of work with others as agreed in the Project Schedule.

2.4.6.11 Work Performed Within an Operating Facility

(a) Developer will be performing the Work adjacent to and in connection with an operating facility. Under these conditions, precautions will be necessary to ensure that no damage occurs to the Existing Facilities, including but not limited to piping, utilities, roads, structures, cabling, access routes, and equipment that are to remain in operation and including those to be modified or replaced.

(b) The Existing Facilities (including auxiliary structures) and access must be kept in continuous operation throughout the term of the Agreement as further set out in Section 2.4.6 (Work Site Requirements). Developer may provide temporary facilities and make temporary modifications as necessary to keep the Existing Facilities in continuous operation during the term of the Agreement unless otherwise noted in the Project Schedule. Exceptions to this

would require the approval of the Owner; with notification ten (10) Business Days prior to the modification. Any temporary facilities, materials, equipment and labor required to achieve this objective shall be furnished by the Developer. At the completion of any of the Work, all such temporary facilities, materials, and equipment remaining shall be removed from the Site. Should specific downtime be required for equipment switchover, appropriate advance notice shall be provided to the Owner. The extent of temporary facilities for kitchen and catering operations shall be determined through consultation between the Developer and the Owner and shall not be assumed or implemented without agreement. Functions associated with Existing Facilities which shall be kept in continuous operation throughout the term of the Agreement include:

(i) Food service operations

(ii) Facility maintenance shops (mechanic, electric, plumbing, paint, and carpentry)

(iii) Back-of-house offices

(iv) Security services command center

(v) Fire command center.

(c) Vehicular and pedestrian traffic adjacent to the laydown area and/or within the Work Sites must be maintained. If Existing Facilities access in the Developer's Project Site area is to be demolished or obstructed, Developer shall be responsible for providing access through or around the affected area, including signs, barricades, and lights, as approved by any AHJ over any public access areas.

(d) Developer shall not park any vehicles in any facility access point at any time unless approved by the Owner. Access must always be maintained for emergencies, Facility operations, maintenance, and other regular facility operational services.

(e) Before altering any vehicular or pedestrian access, over and above those changes detailed at Appendix 1 (Site Plans), the Developer shall notify and submit a request to the Owner twenty (20) Business Days in advance of the date of the access alteration. Requests shall include reasons for the alteration, times, boundary limits, special safety measures, and proposed traffic rerouting. If any of the information changes, allow for an additional fifteen (15) Business Days for approval (if granted) after the changes are brought to the attention of the Owner. Approval when granted will

always be conditional. Final approval of the request, including date and time, will be given five (5) Business Days in advance.

2.4.6.12 Existing Infrastructure

2.4.6.12.1 General

(a) Developer shall coordinate with the Owner on any Construction Work required to be performed on the existing infrastructure, including the central utility plant work.

(b) Developer shall notify the Owner at least ten (10) Business Days in advance of any Construction Work required to be performed on the existing infrastructure, including the central utility plant work.

(c) During the term of the Agreement, Developer shall protect all existing infrastructure. Where the existing infrastructure is within the Site and will be demolished as part of the Construction Work, Developer shall protect and maintain access to such areas until the commencement of Construction Work in such areas, as set forth in Developer's Project Schedule, at which time Developer shall fence and restrict access to the general public. Any demolition of existing infrastructure shall not affect the utilization of other existing infrastructure to remain in place. In the event that existing infrastructure to remain in place is affected by any demolition, Developer shall provide all safety measures required for Users to access such existing infrastructure to remain in place.

(d) Existing infrastructure shall be kept in service until Construction Work is required in the area, and the Developer shall provide at least five (5) Business Days' notice to relocate personnel and functions.

(e) In the event of damage to existing infrastructure that may cause a hazard to the Users of existing infrastructure or the general public, Developer shall immediately notify the Owner, as well as all required Governmental Entities, of such damage, and proceed in accordance with all applicable Law.

(f) Developer shall repair or replace any damage to Existing Facilities and equipment located inside or outside the facilities under Developer protection.

(g) Developer shall repair or replace damaged work with new materials as necessary to restore the damaged areas or surfaces to a condition equal to and matching such conditions existing prior to damage or start of Work.

2.4.6.12.2 Not Used

2.4.6.13 Land Surveying Requirements

The following requirements apply throughout the term of the Agreement. The Developer shall use a licensed land surveyor for any land survey tasks. Developer shall:

(a) locate and protect control points prior to the commencement of the Construction Work;

(b) protect all permanent reference points throughout the term;

(c) not change reference points without prior approval of the Owner;

(d) report the loss or destruction of any reference point, or the need to relocate a reference point in connection with the performance of the Work, to the Owner's Authorized Representative; and

(e) repair or replace any reference point that is lost, destroyed, or requires relocation in connection with the performance of the Work.

2.4.6.14 Work Site Cleanup and Salvage

2.4.6.14.1 General

The following requirements apply throughout the term of the Agreement:

(a) Developer shall keep the Work Site and the facilities free of Project waste, to the extent feasible. Project waste shall be disposed of in accordance with Section 2.4.10 (Waste Management) of the Technical Requirements;

(b) No demolition within the Owner-provided Work Site or any facility shall commence without the prior written approval from the Owner's Authorized Representative. Developer shall request such approval fifteen (15) Business Days prior to demolition activities commencement, except as otherwise indicated in the Technical Requirements, Baseline Project Schedule and Contract Documents; and

(c) Developer shall sweep all floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Work and shall maintain the Site in a clean, orderly and safe condition at all times until completion of the physical Work and written Final Completion.

2.4.7 Emergency Management

(a) Developer shall perform, at a minimum, the duties as required in the LACC's Department Emergency Plan (DEP) and LACC's Continuity of Operations Plan (COOP).

(b) When an Emergency arises creating an imminent hazard to persons or threatening the loss or damage to property, the Developer shall take prudent action without instruction from the Owner. The Developer shall immediately notify the Owner of any emergency action taken. During such Emergencies, if the Developer fails to act, the Owner may instruct the Developer to take action. Should the Developer still fail to act, the Owner may respond to the Emergency with other forces or contractors at the Developer's sole expense. Claims for additional time, compensation or interest will be rejected if the Developer's actions or inaction created the Emergency. Similarly, any Claims will be offset by the amount that the Developer's actions or inaction aggravated the Emergency.

2.4.8 Fire Watch Procedures

The following fire watch procedures apply throughout the term of the Agreement.

(a) Developer shall perform the duties as required in the LACC's Department Emergency Plan (DEP) and LACC's Continuity of Operations Plan (COOP).

(b) Developer shall ensure that the DEP and/or the COOP are performed as required in the plans.

(c) Developer shall notify the Owner prior to impairment of any fire protection and life safety system.

(d) Developer shall ensure Existing Facilities remain open, occupiable and operable at all times, except as otherwise approved by the Owner.

(e) Developer shall designate dedicated personnel during the implementation of a fire watch procedure as required by Codes and Standards and LAFD requirements. Such Developer personnel shall:

(i) Be trained in the use of a fire extinguisher and know the locations of all fire extinguishers in their assigned fire watch area;

(ii) Be equipped with an appropriate means of communication to report fires or other unsafe conditions to the appropriate entities;

(iii) Immediately report fires, smoke, smell of smoke, activation of fire sprinklers or fire alarms to the appropriate entities, and in accordance with Developer's Health and Safety Plan;

(iv) Obtain appropriate approval from LAFD prior to any fire watch being implemented; and

(v) Comply with all other requirements from the LAFD.

2.4.9 Data Management and Document Control

Developer shall develop and implement data management and document control procedures and a Project Management Control System in accordance with Section 2.4.9.1 (Project Management Controls System). Developer shall ensure the secure storage and transfer of data is compatible with the Owner's systems.

2.4.9.1 Project Management Controls System

(a) Developer shall establish and maintain an electronic Project Management Controls System (PMCS) to store, catalog and maintain all Project Record Documents during the term. The PMCS shall be electronically searchable and legible. Developer shall provide the Owner with read-only and download access to the PMCS and shall train Owner's personnel in the operation of the PMCS. Developer shall obtain all necessary software and licenses for the implementation of the PMCS.

(b) The PMCS shall:

(i) use data systems, standards and procedures compatible with those employed by the Owner and implement any new operating practices required as a result of the Owner's amendments to any such systems, standards and procedures;

(ii) provide for the secure access of data by the Owner and transfer of data to the Owner, when required;

(iii) provide for secure document and data storage, such that only authorized Developer personnel and authorized Owner personnel have access and that documents and data are protected from loss, theft, damage, unauthorized access, or malicious use;

(iv) employ appropriate standards and procedures, and train Developer's personnel to operate any Owner data management system which the Owner may require in connection with the Project;

(v) provide for electronic storage and electronic transfer of data in native format as may be required by the Owner along with the associated searchable Portable Document Format (PDF) images accessible by the Owner; and

(vi) provide the Owner with procedures, software and licenses for accessing the PMCS in accordance with Section 21.5 of the Agreement.

2.4.10 Waste Management

2.4.10.1 General Requirements

(a) Unless otherwise provided, the requirements of this Section 2.4.10 (Waste Management) apply during term of the Agreement.

(b) Developer shall:

(i) divert a minimum of seventy-five percent (75%) or percentage required by LEED® v. 4.1, whichever is more stringent, of Project waste from landfill (weight basis);

(ii) extract and recycle materials from Project waste;

(iii) exercise optimum control of solid wastes;

(iv) prevent environmental pollution and damage in accordance with the Environmental Management Plan;

(v) furnish labor, containers and transportation for Project waste by approved transport providers and shall remove Project waste from the Work Site and the facilities and pay related disposal fees;

(vi) comply with the requirements of the LEED® v. 4.1 "Construction Waste Management Credit" within the Site and the facilities; and

(vii) shall promote the Owner's sustainable building efforts by creating a resource-efficient and environmentally sensitive project and maintaining optimum control of the construction and demolition waste generated during the Project.

2.4.10.2 Hazardous Materials

Developer shall:

(a) not store any Hazardous Materials that is Project waste on the Site or at the facilities;

(b) maintain an accurate log that is reported on monthly per Section 2.4.1.11 (Progress Reports);

(c) at completion of Work within an area, remove soil that contains Hazardous Materials from the Site and replace with good soil and follow all measures as specified in the Environmental Impact Report (ENV-2011-0585-EIR);

(d) ensure universal, electronic, and radioactive wastes are removed prior to demolition activities and set aside for re-use or disposal/recycling by a licensed recycler or specific licensee. Light tubes, lamps, or monitors shall be re-used on-site or recycled at a licensed universal/electronic/radioactive waste facility. Recycling facilities shall be authorized by the Cal-EPA – Department of Toxic Substances Control or the State in which they are located. Bill(s) of lading shall accompany each load of universal, electronic, or radioactive, waste that leaves the Site, including the name and address of the generator, contractor, pick-up site, disposal site, and quantity of universal waste disposed. The recycler shall provide a statement certifying recycling/disposal/destruction of the identified wastes, including the date(s) of recycling/disposal/destruction, and identifying the disposal/destruction process used; and

(e) Comply with the AHJ requirements and procedures and permits for any underground storage tank removal.

2.4.10.3 Recycling

(a) Developer shall implement a recycling program that includes separate collection of Project waste of the following types, at a minimum and as applicable to the Project:

(i) *not used*;

(ii) asphalt;

(iii) concrete and concrete blocks;

(iv) brick and masonry materials;

(v) untreated lumber;

(vi) clean dimensional wood and palette wood;

(vii) plywood, oriented strand board, and medium density fiberboard;

(viii) paper material;

(ix) cardboard and paper packaging materials;

(x) plastics;

(xi) rigid foam;

(xii) insulation;

(xiii) ferrous metal;

(xiv) glass;

(xv) gypsum board (unpainted);

(xvi) carpet and pad;

(xvii) beverage containers;

(xviii) plumbing fixtures;

(xix) electrical fixtures and wires; and

(xx) others as indicated in the construction required by LEED® v. 4.1 Green Building Design.

(b) If Developer chooses to have a commingled Project waste container, such container shall have a documented recycling rate of seventy-five percent (75%) or better by means of offsite sorting and diversion.

(c) The recycling container and the waste container shall be clearly marked as such and a list of acceptable or unacceptable waste or materials shall be posted on or next to each recycling container and waste container.

(d) Developer shall keep the area where the Project waste recycling and waste containers are located neat and clean.

(e) Developer shall keep materials to be recycled free of Hazardous Materials and other substances deleterious to the recycling process.

(f) Developer shall arrange for collection or delivery of Project waste to appropriate recycling centers or transfer stations.

2.4.11 Environmental Requirements

The Developer shall meet the requirements outlined in the Environmental Impact Report (ENV-2011-0585-EIR) and Addendum throughout the term.

2.4.11.1 General

Unless otherwise provided, the requirements of this Section 2.4.11 (Environmental Requirements) apply during the term of the Agreement.

2.4.11.2 Emissions

Developer shall comply with State and Federal regulations for construction equipment emissions and shall implement as a minimum the following mitigation measures to reduce impacts of Reactive Organic Gases (ROG) and Nitrogen Oxides (NOX) emissions from construction equipment exhaust:

(a) use construction equipment operated by alternative fuel when such equipment is available at commercially reasonable rates;

(b) minimize idling time to a maximum of ten (10) minutes when construction equipment is not in use;

(c) manage operation of heavy-duty equipment to reduce emissions;

(d) use low-emission on-site stationary equipment;

(e) when using construction equipment rated greater than fifty (50) horsepower (hp) meet at least Tier 4 emission standards (as identified by the California Environmental Protection Agency, Air Resources Board) unless such engines are not available for a particular piece of equipment;

(f) if Tier 4 engines are not available for any off-road engine larger than 50 hp, ensure that such engines shall have tailpipe retrofit controls that reduce exhaust emissions of NOX and particulate matter to Tier 4 emission levels.

(g) Developer shall make available to the lead agency and SCAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 hp, that will be used an aggregate of forty (40) or more hours during any portion of construction activities for the Project. The inventory shall include the horsepower rating, engine production year, and certification of the specified tier

standard. A copy of each such unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided onsite at the time of mobilization of each applicable unit of equipment.

2.4.11.3 Noise Mitigation

Prior to initiation of disruptive Work, Developer shall provide a construction noise mitigation program to the Owner for review and comment. In connection with such disruptive Work, Developer shall implement and comply with the construction noise mitigation program stamped "REVIEWED" by Owner. The construction noise mitigation program shall include the following requirements:

(a) Not used.

(b) all noise-producing equipment and vehicles using internal combustion engines shall be equipped where appropriate with exhaust mufflers and air-inlet silencers in good operating condition that meet or exceed original factory specifications;

(c) mobile or fixed "package" equipment (e.g., arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment;

(d) mobile or fixed noise-producing equipment that is regulated for noise output by local, state or federal agency shall comply with such regulation;

(e) electrically powered equipment shall be used instead of pneumatic or internal combustion powered equipment, when such equipment is available at commercially reasonable rates;

(f) material stockpiles, mobile equipment staging, construction vehicle parking, and maintenance areas shall be located as far as practicable from noise-sensitive land use;

(g) stationary noise sources such as generators or pumps shall be located as far as practicable away from noise-sensitive facility uses;

(h) noise-producing signals, including horns, whistles, alarms, and bells, shall be used for safety warning purposes only. No Developer public address loudspeaker, two-way radio, or music systems shall be audible at any adjacent noise-sensitive receptor except for emergency use;

(i) temporary noise barriers shall be installed where Project activity is unavoidably close to noise-sensitive receptors;

(j) Not used.

(k) construction vehicle trips shall be routed as far as practical from the main entrances; and

(l) Not used.

2.4.11.4 Dust Palliation

Developer shall:

(a) ensure that all construction, demolition, excavation, extraction or other earthmoving activities comply with all applicable Law;

(b) take the necessary mitigation measures to prevent dust and odor from entering into any portion of the operating Existing Facilities;

(c) ensure that all disturbed areas, including storage piles and off-site and on-site unpaved roadways, are sprinkled with water or other dust control agents/chemical stabilizers;

(d) limit traffic speeds on unpaved roads within the Site to fifteen (15) mph;

(e) install sandbags or other erosion control measures to prevent silt runoff to public roadways from areas within the Site with a slope greater than 1%;

(f) ensure that, if an area having 0.5 acres or more of disturbed surface area remains unused for seven (7) or more days, the area meets SCAQMD requirements for stabilized surface area conditions;

(g) comply with the record keeping requirements of the SCAQMD; and

(h) ensure that trucks hauling dirt and debris are effectively wetted and/or maintain not less than six (6) inches freeboard and/or cover the top of the load to reduce wind-blown dust or spills.

2.4.11.5 Archaeological Resources

(a) Prior to starting ground-disturbing activities such as Construction Work on the Site in the areas identified as archaeologically sensitive in Appendix 1 (Site Plans), Developer shall retain a qualified archaeologist to be available on-call who meets the Secretary of the Interior's Professional Qualifications Standards and is eligible for or listed in the Register for Professional Archaeologists.

(b) In the event that evidence of deposits of historical or archaeological interest, including human remains, is found during the performance of the Work, Developer shall cease the Work affecting the find and immediately notify the Owner's Authorized Representative. Developer shall not disturb deposits until written notice from the Owner's Authorized Representative is given to proceed.

2.4.11.5.2 Procedures

(a) In the event buried cultural resources, including chipped or ground stone, historic debris, building foundations, or non-human bones are inadvertently discovered during ground-disturbing Work within the Site, Developer shall stop all Work within that area and within two hundred (200) feet, or as specified in the Environmental Impact Report (ENV-2011-0585-EIR) and Addendum of the find until the archaeologist has evaluated whether they are eligible for the listing in the California Register of Historical Resources or National Register of Historic Places. After the archaeologist determines that the resources are not significant, or if significant, have been successfully recovered, work may resume in the area where the archaeological resources were encountered. If cultural resources are discovered during the performance of the Construction Work, Developer shall verify that all Work is halted until appropriate treatment measures are implemented in coordination with the Owner.

(b) If human remains are encountered, Developer shall stop all Work and notify the Owner's Authorized Representative immediately. In the event human remains are determined to be Native American, Developer shall comply with all applicable Law relating to the disposition of Native American burials, which falls within the jurisdiction of the California Native American Heritage Commission (Public Resources Code Section 5097). If human remains are discovered or recognized in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the area or any nearby area reasonably suspected to overlie adjacent human remains until the coroner has been informed and has determined that no investigation of the cause of death is required. In such instance, Developer shall not commence any Work within such area until directed to do so by the Owner.

2.4.11.6 Paleontological Resources

To avoid impacting unique paleontological resources or geologic features, the following shall be implemented:

(a) If any paleontological materials are encountered during the course of the Project development, Work in the area of the affected area of the Project shall be halted until the services of a qualified paleontologist are secured and a curation agreement with an appropriate paleontological curation facility is secured.

(b) The services of a qualified paleontologist shall be secured by contacting the Los Angeles County Natural History Museum to assess the resources and evaluate the impact.

(c) A report on the paleontological findings shall be prepared by a qualified paleontologist. A copy of the paleontological report shall be submitted to the Los Angeles County Natural History Museum.

(d) A letter of retainer from a qualified paleontologist shall be secured prior to obtaining a grading permit.

2.4.11.7 Nesting Birds

To avoid impacting nesting birds, including migratory birds and raptors, one (1) of the following shall be implemented:

(a) Conduct vegetation removal associated with building demolition and construction from September 1st through January 31st, when birds are not nesting. Initiate grading activities prior to breeding season (which is generally February 1st through August 31st) and keep disturbance activities constant throughout the breeding season to prevent birds from establishing nests in surrounding habitat (in order to avoid possible nest abandonment); if there is a lapse in activities of more than five days, pre-construction surveys shall be necessary as described in the bullet below.

(b) Conduct pre-construction surveys for nesting birds if vegetation removal, building demolition or grading is initiated during the nesting season. A qualified wildlife biologist shall conduct a weekly pre-construction bird survey no more than thirty (30) days prior to initiation of grading.

2.4.11.8 Work Site Hazard Materials

When Hazardous Materials, undesirable materials, wells, dry wells, or underground storage devices are encountered during the performance of the Work, Developer shall notify and coordinate with the Owner's Authorized Representative including the AHJ prior to continuation with the performance of the Work. Developer shall document such processes in accordance with Section 2.7.2.3 (Data Management and Document Control Plan) of the Technical Requirements.

2.4.11.9 Vibration

(a) For construction adjacent to the Existing Facilities, Developer shall apply additional measures including advance notice to the Owner, to ensure that precautions are taken in those facilities to protect ongoing activities from vibration effects.

(b) Not used.

2.4.12 Incentive Programs

(a) For any incentive programs pursued by the Project, credits for such incentive programs shall remain with the Owner.

2.4.13 Handover from Construction to O&M

Refer to Section 2.9 (Commissioning), Section 2.10 (Handover), Section 2.11 (Completion), and Section 2.12 (Post-Completion) of the Technical Requirements.

2.4.14 Storage of Materials and Equipment

(a) In the event that Developer stores any materials and equipment off-Site, Developer shall store the materials and equipment in a bonded warehouse or facility approved by Owner. The storage site shall be located within 50 miles of the geographic limits of the City of Los Angeles. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall identified as being the "PROPERTY OF THE CITY OF LOS ANGELES."

(b) Developer shall present the storage arrangements in writing and sign a security agreement, which shall be submitted to the Owner for approval. This agreement shall set forth the terms of ownership, storage and insurance necessary to insure the materials and equipment against damage or loss.

(c) Developer shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of the materials and equipment and shall perform the manufacturers' recommended maintenance of the materials and equipment.

(d) Developer shall store and protect the materials and equipment in accordance with the manufacturer's instructions, with seals and labels intact and legible. Developer shall store sensitive products in weatherproof, climate controlled enclosures. Where indoor storage is required, the materials and equipment shall be stored inside a completely enclosed building, with the temperature controlled

between 60 degrees Fahrenheit and 100 degrees Fahrenheit (60 deg F – 100 deg F) and a maximum relative humidity of ninety percent (90%) noncondensing. For exterior storage of materials and equipment, the materials and equipment shall be placed on sloped supports above ground. Materials and equipment subject to deterioration shall be covered with an impervious covering, and where necessary, ventilation and heating shall be provided to avoid condensation.

(e) Developer shall inspect the materials and equipment, and submit a monthly written report to the Owner listing all materials and equipment stored, results of their inspection, and the maintenance performed.

(f) The materials and equipment shall not show signs of pitting, rust, decay or other deleterious effects of storage when incorporated in to the work.

(g) Pumps, motors, electrical equipment, and other equipment with anti-friction or sleeve bearings shall be stored in weather tight structures maintained at a temperature above sixty degrees Fahrenheit (60 deg F). Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in electrical equipment shall be immediately energized and operated continuously until the equipment is placed into service.

(h) Developer shall grant Owner and its agents access to the storage facility at any time and assist them in conducting a full view, piece by piece, inventory of all such material or equipment.

(i) Developer shall provide all additional insurance necessary to insure the materials and equipment against loss of damage. The insurance shall cover the materials and equipment, while stored at the approved site, while in transit to the Site, while being off-loaded at the Site and until the materials and equipment are incorporated into the Work and accepted by Owner.

(j) Developer shall be responsible for any damage to, defects therein, mis-fabrication thereof, or loss of the materials and equipment.

(k) Developer shall be responsible for any resulting project delays or consequential damages as if the Developer were the owner of the materials and equipment until it is incorporated in the Work and accepted by the Owner.

(l) Developer shall absorb any and all cost incurred to meet the storage requirements in this Section 2.4.14 without a modification to the D&C Contract Amount.

2.5 WORK SUBMITTAL REVIEW PROCESS

2.5.1 General Requirements

Except as otherwise provided in the Contract Documents, the provisions of Exhibit 11 (Submittals Review Process) of the Agreement and this Section 2.5 (Work Submittal Review Process) apply to all Design Documents, Construction Documents, plans and any and all documents to be submitted to, reviewed or otherwise processed by the Owner in respect of the Work to be accomplished throughout the term, including the items listed in Appendix 2 (Submittals) of the Technical Requirements, including any and all subsequent revisions, amendments and changes thereto .

(a) Developer shall submit all Submittals set forth in Appendix 2 (Submittals) by the applicable due date, unless otherwise provided in the Contract Documents.

(b) Not Used

(c) Not Used

(d) Not Used

(e) Not Used

2.5.2 Not used

(a) Not used.

(b) Not used.

(c) Not used.

(d) Not used.

2.5.3 Submittal Review Schedule

(a) Developer shall develop a schedule of Submittals to be followed during the term of the Agreement that is consistent with the Contract Documents, the PMP and the Project Schedule. The schedule shall include all Submittals beginning at the Effective Date and ending with Final Completion. Submittals relating to Design Work and Construction Work for construction milestones identified in the Project Schedule, and Submittals relating to major equipment or long lead time items, shall be reflected in the Project Schedule.

(b) Reviews of Submittals shall be, to the extent practicable, evenly scheduled during the duration of the term of the Agreement. Submittals shall be logically organized into manageable pieces.

(c) Not used.

(i) Not used.

(ii) Not used.

(d) Not used.

2.5.4 Not used

(a) Not used.

(i) Not used.

(ii) Not used.

(b) Not used.

(c) Not used.

(d) Not used.

(e) Not used.

2.5.5 Not used

2.5.5.1 Not used

Not used.

2.5.5.2 Not used

(a) Not used.

(b) Not used.

(c) Not used.

(d) Not used.

(e) Not used.

2.5.5.3 Not used

(a) Not used.

(i) Not used.

(ii) Not used.

(iii) Not used.

(iv) Not used.

(b) Not used.

(c) Not used.

(d) Not used.

(e) Not used.

(f) Not used.

(g) Not used.

(h) Not used.

(i) Not used.

(j) Not used.

(k) Not used.

(l) Not used..

2.5.6 Submittal Review Process

2.5.6.1 General

(a) All Submittals submitted by Developer to the Owner, and specifically related to the performance of the Design Work and the Construction Work during the term of the Agreement shall meet the requirements specified in Appendix 2 (Submittals), as applicable.

(b) Not used.

(c) Not used.

2.5.6.2 Developer and Owner Collaboration during the Performance of the Design Work

(a) During the performance of the Design Work, and to the extent practicable, the Owner and Developer shall collaborate and engage in a "shoulder-to-shoulder" review process with an aim to enhance

and accelerate the review and approval process for Submittals required during the performance of the Construction Work.

(b) The collaborative shoulder-to-shoulder review process shall consist of in-person meetings to communicate the progress of the Design Work ("shoulder-to-shoulder meetings"). The Owner and Developer shall work cooperatively to schedule shoulder-to-shoulder meetings.

(c) Shoulder-to-shoulder meetings shall:

(i) involve all relevant decision makers (Owner, Developer, appropriate Key Contractors, Contractors, consultants and peer reviewers); and

(ii) be in addition to the progress meetings provided for in Section 2.4.1.3 (Progress Meetings).

(d) The Owner and Developer shall adhere to principles of trust, respect and open communication in pursuit of the following goals:

(i) establishing a productive and integrated team and promoting an environment of cooperation, teamwork, and discussion to develop the best solution for the Project within the limits of the Contract Documents;

(ii) reducing the time required to perform the Design Work;

(iii) early review and discussion of significant items that could affect the completion of the Design Work and have a major impact on the quality, cost and overall schedule for the Construction Work; and

(iv) confirming the requirements of the Contract Documents and resolving outstanding issues concerning the scope of the Design Work.

(e) In connection with the shoulder-to-shoulder meetings, Developer shall:

(i) develop meeting agendas and submit to the Owner within a reasonable time prior to the meetings;

(ii) record and distribute meeting minutes;

(iii) provide early drafts of related Submittals to the Owner to facilitate the Owner's ultimate formal review; and

(iv) ensure that relevant Developer personnel from the appropriate design disciplines are present to accommodate timely discussion and collaboration.

(f) The shoulder-to-shoulder meetings process:

(i) shall not constitute a formal review procedure and shall only be considered by Developer as informal, non-binding input from the Owner; and

(ii) shall not affect Developer's compliance with the Project Schedule and the Submittal review process set forth in Exhibit 11 (Submittals Review Process) of the Agreement.

(g) Regardless of any input provided by the Owner during the shoulder-to-shoulder meetings process, Developer shall be responsible for complying with the requirements set forth in the Contract Documents.

2.5.6.3 Not used

(a) Not used.

(b) Not used.

(c) Not used.

2.5.6.4 Not used

(a) Not used.

(i) Not used.

(ii) Not used.

(iii) Not used.

(iv) Not used.

(b) Not used.

(i) Not used.

(ii) Not used.

(iii) Not used.

(iv) Not used.

(v) Not used.

(vi) Not used.

(vii) Not used.

(viii) Not used.

(c) Not used.

(d) Not used.

(e) Not used.

(f) Not used.

2.5.6.5 Record Documents

(a) All final Submittals by Developer to the Owner shall be signed, stamped or certified by a registered professional or Developer's Authorized Representative as appropriate.

(b) Developer shall submit to the Owner a complete set of Record Documents in PDF file format and native electronic format (.rvt, .newd or .nwc). The Record Documents and documentation shall be an organized, complete record of plans and supporting calculations and details that accurately represent what Developer constructed.

(c) Developer shall ensure that the Record Documents reflect the actual condition of the constructed Work for each facility or Project element.

(d) Not used.

(e) Developer shall perform a GPS survey for all Record Documents showing underground Utilities or facilities installed under this Project.

(f) Developer shall maintain at the Site a current copy of all Contract Documents including, but not limited to, drawings, specifications, and original AHJ-stamped approved documents which are marked up during construction to delineate the actual in-place constructed conditions. Record Documents shall include a copy of all changes including those issued as Change Orders, clarifications, addenda, notices, responses to RFIs and Submittals, jobsite memos, and any additional detailed needed for the construction of the Project. Particular attention shall be given to information on concealed

products and installations that cannot be readily identified and recorded later.

2.5.7 Not Used

2.6 QUALITY MANAGEMENT PLAN

The Developer shall describe its approach to quality management for the Project in a Quality Management Plan, as described in Section 2.6.2 (Quality Management Plan) below. The Quality Management Plan is made up of the following sub-plans:

- Section 2.6.2.3 Design Quality Management Plan ("DQMP");
- Section 2.6.2.4 Construction Quality Management Plan ("CQMP");

Management of the quality systems shall be controlled using a Quality Management System ("QMS"), as described below in Section 2.6.1 (Quality Management System).

2.6.1 Quality Management System

Developer shall employ a QMS that tracks all the quality management activities of Developer and Developer-Related Entities. Developer's QMS shall include quality control procedures to be utilized to verify, check, and review the quality of all Work and quality assurance procedures to confirm that the quality control procedures are being followed.

2.6.1.1 General Requirements

(a) The requirements set forth in this Section 2.6.1 (Quality Management System) shall apply to the performance of the Design Work and Construction Work during the term of the Agreement.

(b) Developer's QMS shall include procedures for Developer to report and monitor the status of, and close out of, all Nonconforming Work throughout the term of the Agreement. Developer's QMS shall include procedures for investigations and surveys undertaken by Developer.

(c) Developer's QMS shall be consistent with the requirements of ISO 9001, and shall include a Corrective and Preventative Action Process (CPAP). Developer may elect to obtain formal ISO 9001 certification but is not required to do so. Developer's QMS shall include processes to reflect environmental management that is compliant with ISO 14001 requirements.

2.6.1.2 Design Work

As part of Developer's QMS, Developer shall be responsible for the quality of the Design Work and shall follow the procedures established in the Design Quality Management Plan, as approved by the Owner.

Developer shall:

(a) execute the Design Work in accordance with the Contract Documents, the Project Management Plan, the Project Schedule and the Design Quality Management Plan;

(b) be responsible for the quality of the Design Work;

(c) be responsible for all Design Work Quality Control performed by Developer or any Developer-Related Entity, and whether performed during the term of the Agreement;

(d) maintain records of all versions of Design Documents; and

(e) upon request from the Owner, make all quality records for the Design Work immediately available to the Owner for review. Developer shall provide the Owner with a copy of any and/or all quality records when requested.

2.6.1.3 Construction Work

As part of Developer's QMS, Developer shall be responsible for the quality of the Construction Work and shall follow the procedures established in the Construction Quality Management Plan, as approved by the Owner.

Developer shall:

(a) execute the Construction Work in accordance with the plans, the Project Management Plan, and all other provisions of the Contract Documents;

(b) provide all material and equipment necessary for the performance of the Construction Work;

(c) execute the Construction Work so as to avoid any interference with the operations of the Owner's infrastructure, except as otherwise specified in Section 3 (Design and Construction Requirements) of the Technical Requirements;

(d) be responsible for the quality of the Construction Work;

(e) be responsible for all Construction Work Quality Control, whether performed by Developer or any Developer-Related Entity, including production of materials, placement of the material, workmanship, and a QMS;

(f) Not used;

(g) Not used;

(h) perform construction inspection, sampling and testing to validate the quality control testing in accordance with the QMP;

(i) maintain a record of all Developer's inspections, including date of inspection, sampling and testing undertaken, and the results of such sampling and testing;

(j) upon request from the Owner, make all quality records immediately available to the Owner for review. Developer shall provide the Owner with a copy of any and/or all quality records when requested;

(k) submit to the Owner the results of all internal audits within ten (10) Business Days of their completion. When Developer becomes aware of any Nonconforming Work, Developer shall promptly issue a report of the Nonconforming Work, which shall detail any corrective action plan prepared by Developer. Developer shall promptly issue a report upon the resolution of the Nonconforming Work, detailing the corrective actions implemented by Developer including disposition of failing material and/or Work;

(l) cooperate with the Owner to ensure their ability to perform quality assurance and quality acceptance activities for Work performed by Developer and Developer-Related Entities;

(m) Not used;

(n) on a weekly basis, Developer shall provide the Owner with a rolling three (3) week inspection notice. The inspection notification shall include the fabrication schedule and planned Construction Work for the Project;

(o) make allowance for the inspection activities of the Owner in schedules prepared by Developer and in the execution of the Construction Work;

(p) provide the Owner safe and unrestricted access to any part of the Project or facilities where Work is being undertaken that will ultimately be incorporated into the Project, including such locations and facilities where materials or equipment are sourced, manufactured, and/or fabricated;

(q) provide all Developer quality reports concurrently to the Owner;

(r) ensure that Developer and Developer-Related Entities comply with all parts of the QMP; and

(s) provide access on the Project Site to the plans, specifications, and the Contract Documents in electronic format during the term.

2.6.1.4 Materials Inspection and Testing

Developer shall comply with the following:

(a) Not used.

(b) Inspections, reviews, and testing shall only be performed by personnel with appropriate training and qualifications for each appropriate item of Work (items produced on the Project Site) using appropriate equipment that is accurately calibrated in accordance with the manufacturer's specifications and maintained in good operating condition.

(c) All materials and fabricated articles furnished by the Developer shall be subject to inspection and testing and no materials or fabricated articles shall be incorporated into the Work until they have been inspected and accepted by the Owner. The Developer shall ensure that all items requiring shop inspection are inspected at their source by the Owner or approved Third Party Inspector.

(d) Fabrication shall be subject to inspection by the Owner, to ensure strict compliance with the requirements of the Contract Documents. Such inspection shall include mill, plant, shop or field inspection, as required. The Owner shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated. Monthly meetings may be scheduled between the Owner and the Developer to review the progress of the Work and the inspection activities.

(e) All fabricated items shall be fabricated from shop drawings, which have been submitted to the Owner and approved in accordance with Exhibit 11 (Submittals Review Process). Shop inspection shall be provided on all materials and/or equipment so designated on the Developer's approved shop drawings or Contract Documents. The Developer shall provide approved shop drawings and the corresponding contract specification to the Owner for use in the inspection and testing of the items to be fabricated.

(f) Any item (as defined in Appendix 4 (Materials Inspection List)) requiring inspection that is delivered to the job site without having been inspected and approved will be rejected by the Owner. It is the Developer's responsibility to ensure that all items requiring shop inspection are inspected at their source.

(g) Prior to any fabrication, there shall be a prefabrication meeting either at the fabricator's location or via telephonic conference. A representative of the Owner, the Developer, the fabricator's plant superintendent and the fabricator's quality control person, shall be present at the prefabrication meeting. The items to be discussed are the required inspections, tests and reports, based on the approved shop drawings and the corresponding contract specifications. The Developer shall take minutes of the pre-fabrication meeting and distribute the same to the individuals in attendance. The Developer shall submit an inspection plan to the Owner for approval two (2) weeks prior to the prefabrication meeting. The Developer is directed to notify the Owner three (3) weeks in advance of the date and time of the prefabrication meeting.

(h) The Developer shall coordinate all sampling, testing and fabrication inspections with the Owner and is responsible for maintaining the inspection schedules.

(i) In addition to the approval of the Bureau of Contract Administration, approval may be required from the Department of Building and Safety, Materials Control Section, for certification of both the manufacturer of structural items/materials and/or the testing laboratory/inspection company.

2.6.1.5 Supply Source and Material Quality

(a) Quality of all materials shall conform to requirements contained in the Contract Documents and to any requirements of affected Utility Owners.

(b) The independent inspection agency selected in accordance with Section 2.6.1.5 (Supply Source and Material Quality) shall provide plant inspection and aggregate sampling and testing at concrete, steel, precast and asphalt plants.

(c) Manufacturers' test reports may supplement, but not replace, the quality acceptance inspections, sampling, testing and certification provisions.

(d) The proposed independent inspection agency must be approved by the Owner. This approval shall be obtained before producing any material or manufacturing any product or equipment. The approved independent inspection agency shall not sublet or assign its work to any other agency without advance approval from the Owner.

(e) The Work and activities of the independent inspection agency shall be monitored by the Owner during monthly meetings to ensure compliance with the Contract Documents.

2.6.1.6 Inspection by the Owner

(a) The Work shall be conducted under the general observation of the Owner and shall be subject to inspection by the Owner to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop or field inspection, as required. Developer shall furnish Owner with every reasonable facility for ascertaining whether work performed and materials used are in accordance with the requirements of the Contract Documents.

(b) The Owner shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated. All materials and articles furnished by the Developer shall be subject to inspection and no materials or articles shall be used in the Work until they have been inspected and accepted by the Owner.

(c) Any Work so covered in the absence of inspection shall be subject to uncovering at the sole expense of the Developer. Where uninspected Work cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection at the Developer's cost.

(d) The presence of the Owner inspection shall not relieve the Developer of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Developer, and said duty shall not be avoided by any act or omission on the part of the Owner. If the Developer fails to replace any defective or damaged Work or material after reasonable notice, the Owner may withhold progress payment for the Work or material, reserve the right to notify the Developer's bond and insurance companies, and/or may cause such Work or materials to be replaced. The replacement shall be deducted from the amount to be paid to the Developer, otherwise the Developer shall pay the City if there remains insufficient or no amount to be paid by the Owner to the Developer.

(e) The Developer shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Developer.

(f) At the completion of Work, after completion of all corrections, a final inspection will be made by the Owner and the Developer, as applicable. The Owner will provide a final inspection correction list itemizing all work necessary to complete the Project satisfactorily.

(g) When the correction work is found to be in compliance with the Contract Documents, the Construction Work will be considered complete and the Contract time will stop. The Developer shall proceed with the maintenance work if required by the Contract. If the correction work is found to be non-compliant with the Contract Documents, the Contract time shall be continued to be assessed until the correction is satisfactorily made and accepted by the Owner.

(h) Additional Testing:

(i) The Owner reserves the right to request testing to be performed. Developer shall facilitate such requests by the Owner.

(ii) The Owner may direct the location and timing of additional testing to be performed for quality control purposes. Additional testing shall be recorded as Owner directed testing (ODT) and such testing shall be in addition to that required by the CQMP. Such additional testing shall not be used by Developer to meet the minimum frequencies required by the Construction Quality Management Plan. Should the testing reveal defective work, Developer shall be fully responsible for all costs associated for the testing and any re-work to correct the defective work.

(iii) ODT shall be performed as soon as practical after direction by the Owner. If the Owner requires additional testing, the Developer may proceed with work at its own risk until the additional testing is completed.

2.6.1.7 Samples and Test Specimens

(a) Samples and test specimens required under these specifications shall be furnished, prepared for testing, and delivered, at no cost to the Owner, in ample time for the completion of the necessary tests and analysis before said article or materials are to be used.

(b) Whenever the Owner takes samples of materials other than at the site, the deliveries to the site of materials represented by such samples shall be identified as specified for the specific material. The results of such tests shall be reported to the Owner in the form of affidavits attested to by the testing agency. Such affidavits shall

furnish the following information with respect to the material sampled:

(i) Manufacturer's name and brand.

(ii) Place of sampling.

(iii) Sufficient information to identify the lot, group, bin, or silo from which the samples were taken.

(iv) Amount of material in the lot sampled.

(v) Statement that the material has passed the requirements.

(vi) Notarized signature and title of the person making the affidavit and the date of execution of the affidavit.

(c) Where the Developer is specifically required by the Technical Requirements to demonstrate performance of major equipment prior to delivery, a testing procedure must be developed by the manufacturer and approved by the Owner prior to scheduling the shop performance testing. The Owner's agent must witness the performance testing. The Owner will evaluate performance-testing data and notify the Developer whether the equipment meets the performance requirements of the Contract.

2.6.1.8 Inspections at Locations Within Thirty (30) Miles from City

(a) When the Developer intends to purchase materials, fabricated products, or manufactured equipment from sources located within thirty (30) miles (48 km) of the geographical limits of the City, the Developer shall notify the Owner at least 24 hours prior to the scheduled date of tests at all stages of manufacture to allow for arrangements specified herein.

(b) The Owner will provide the required sampling and testing of the material being fabricated. Except as otherwise provided in these specifications, the required sampling and tests will be under the direction of the Owner.

2.6.1.9 Inspections at Locations Outside Thirty (30) Miles from City

(a) When the Developer intends to purchase materials, fabricated products, or equipment from sources located more than thirty (30) miles (48 km) outside the geographical limits of the City, an independent inspection agency approved by the Owner, shall be engaged by the Developer, at the Developer's sole expense, to inspect the materials, equipment and/or process. Approval of the

independent inspection agency shall be obtained from the Owner before producing any material or equipment.

(b) The independent inspection agency shall judge the materials and fabricated articles by the requirements of the plans and specifications and approved submittals. The independent inspection agency shall be accountable to the Owner and shall provide written records of all inspections performed to the Owner in a format approved by that Owner. No equipment or material shall be shipped nor shall any processing, fabrication and/or treatment of such equipment or materials be done without the required inspection and approval by the independent inspection agency.

2.6.1.10 Electrical Testing

(a) Developer shall verify qualifications of the testing agency. The testing agency shall be an independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to the AHJ. The testing agency's field supervisor shall be a person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing as specified herein.

(b) Source limitations: Developer shall obtain each type of switchgear and associated components through one source from a single manufacturer.

(c) Electrical components, devices, and accessories: shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to AHJs, and marked for intended use.

(d) Developer shall comply with IEEE C2-2023 National Electrical Safety Code.

2.6.2 Quality Management Plan

As part of the PMP, and in accordance with this Section 2.6.2 (Quality Management Plan), Developer shall develop, implement and submit to the Owner a comprehensive Quality Management Plan (**"QMP"**) to ensure compliance with the Contract Documents and the quality of all aspects of the Project.

2.6.2.1 Quality Management Plan

The QMP shall contain a complete description of the quality policies and objectives that Developer will implement throughout its organization and in the execution of the Work. The policies shall demonstrate Developer's senior management's commitment to implement and continually improve the QMS for the Work.

(a) The QMP shall describe the quality control procedures to verify, check, and review the procedures to be followed to control the quality of the Work.

(b) The QMP shall contain Developer's QMS, which shall detail procedures for Developer's QA/QC activities for the Project in accordance with the Contract Documents. Developer's QMS shall ensure that the LACC achieves the required level of quality throughout the term and shall incorporate planned and systematic audits. Developer shall conduct QA/QC and performance audits in accordance with the QMP and the requirements of the Contract Documents. The QMS shall be consistent with ISO 9001 and ISO 14001 standards for quality and environmental management systems. Developer shall provide access to its QA/QC audit records to the Owner at the Owner's request. Developer shall provide reasonable access to its QMS and records for the Owner or its authorized representative to conduct QA/QC audits consistent with the procedures within the QMS.

(c) Developer shall revise its QMP when:

(i) its own quality management organization detects a systemic or fundamental Nonconforming Work;

(ii) its own quality management organization detects a systemic issue with the manner the Work is inspected or tested; or

(iii) when the Owner advises Developer of such a problem.

(d) In any case, Developer shall review the QMP periodically in accordance with Section 2.7.7.3(g) (PMP Submittals Review, Approval and Revision Procedure) of the Technical Requirements.

2.6.2.2 Quality Management Organization

(a) Throughout the term, Developer shall regularly maintain the QMP to contain the current version of the following information related to the quality management organization:

(i) the organizational chart that identifies all quality management personnel, their roles, authorities and line reporting relationships;

(ii) descriptions of the roles and responsibilities of all quality management personnel and those who have the authority to stop Work;

(iii) identification of testing agencies, including information on each agency's capability to provide the specific services required for the Work, certifications held, equipment and location of laboratories for products produced both on and off the Site; and

(iv) resumes for all quality management personnel.

(b) Not used.

(c) Not used

(d) Not used.

(e) Developer shall:

(i) provide a Quality Assurance Manager in accordance with Section 8 of Exhibit 14C (Key Contracts and Key Personnel) of the Agreement; and

(ii) assign Quality Assurance staff reporting to the Quality Assurance Manager. The Quality Assurance staff shall be assigned to perform inspection, testing or monitoring of the Design Work and Construction Work, as applicable. The Quality Assurance staff shall not be those personnel performing or directly supervising the Work being inspected tested or monitored.

(f) Developer shall provide a Design Quality Control Manager and a Construction Quality Control Manager, in accordance with Sections 10 and 11 of Exhibit 14C (Key Contracts and Key Personnel) of the Agreement, respectively.

(g) The Quality Assurance Manager shall prepare on a quarterly basis a quality report (each a "**Quarterly Quality Report**") to be submitted quarterly with the first Monthly Progress Report due following the end of each quarter. The "Quarterly Quality Reports" shall include the quality reviews, inspections, tests and audits performed; results of such reviews, inspections, and tests

performed; and occurrences and resolution of Nonconforming Work discoveries.

(h) Developer's Quality Assurance Manager, Design Quality Control Manager, and Construction Quality Control Manager(s) shall have the authority to stop Work for quality-related issues.

2.6.2.3 Design Quality Management Plan

As a subset of the QMP, Developer shall prepare and submit to the Owner for review and approval a Design Quality Management Plan (DQMP) that describes its policies, procedures, and staffing to manage the quality of the Design Work in accordance with the requirements of this Section 2.6.2.3 (Design Quality Management Plan). The DQMP shall apply to all Design Work to be accomplished during the term of the Agreement. The DQMP shall describe and include, at a minimum, the requirements set forth in the following subsections. The Developer shall regularly maintain the DQMP to contain the current version of the following information:

(a) Name, contact information and qualifications of the Design Quality Control Manager (DQCM).

(b) Organizational structure, including an organizational chart, of the Design QA/QC staff.

(c) The quality control and quality review procedures for professional services products shall be organized by discipline (such as architectural, structural, civil, utilities). These procedures shall specify measures to ensure that appropriate quality requirements are specified and included in the professional services product and to control deviations from such requirements.

(d) Specific QA/QC review procedures, including all required forms and checklists, shall be specified for preparing, verifying and checking all professional services products to ensure that they are independently checked and back-checked in accordance with Good Industry Practice and the requirements of the Contract Documents.

(e) The designer and checker shall be clearly identified on the cover page of all Final Design Documents. The Final Design Documents shall be sealed, signed and dated by the registered professional registered in the State of California in responsible charge for that item, element, or phase of the Work.

(f) Procedures shall be described for coordinating Design Work performed by different individuals or firms working in the same area, in adjacent areas, or on related tasks to ensure that conflicts, omissions or misalignments do not occur between drawings or

between the drawings and the specifications. This shall also include the coordination of the review, approval, release, distribution and revision of documents involving such parties.

(g) Procedures shall:

(i) ensure that Developer personnel are familiar with all the provisions of the Contract Documents concerning their respective responsibilities;

(ii) ensure that Developer provides for the education, training and certification, as appropriate, of personnel performing activities affecting or assessing the quality of the Work to assure that such personnel achieve and maintain reasonable proficiency;

(iii) ensure that Developer personnel performing activities affecting or assessing the quality of the Work have adequate experience and training, as appropriate; and

(iv) ensure that the Work is performed according to the DQMP, Good Industry Practice and the Contract Documents.

(h) Procedures shall be established for meeting documentation requirements; the filing of design criteria, reports and notes, calculations, plans, specifications, schematics and supporting materials needed during the final design; mock-ups and the specific responsibilities of personnel to satisfy these requirements. All Final Design Documents shall be maintained, organized and indexed by Developer, with all supporting documentation outlined above made available to the Owner upon request.

(i) Procedures and schedules shall be established for the Design Quality Control Manager (DQCM) to perform audits of the quality control procedures of the firms involved in the design of the Project under the DQMP; the dissemination of audit results and the addressing of audit findings shall be made available to the Owner upon request.

2.6.2.4 Construction Quality Management Plan

Developer's Construction Quality Management Plan (CQMP) shall contain detailed procedures for Developer's quality control and quality assurance activities for the Construction Work. The CQMP shall establish a clear distinction between quality control and quality acceptance activities and persons performing them. The CQMP shall apply to all Construction Work to be accomplished during the term of the Agreement. The CQMP shall describe and include, at a minimum, the requirements set forth in the

following subsections. The Developer shall regularly maintain the CQMP to contain the current version of the following information:

(a) Methods and procedures that clearly define the distinction/authority/responsibility for the administration of Developer's CQMP.

(b) A methodology for performing field inspections of Construction Work regularly and periodically at key milestones, hold points, and statutory inspections, in each case preparing a QC report to document the inspection performed.

(c) Methods and procedures to be utilized by Developer to obtain active participation of the work force in quality control operations to achieve a quality Project.

(d) A construction quality control organization and staffing plan.

(i) The construction quality control organization and staffing plan must show the period of time that the quality control staff member will be present on the Work Site as specifically related to the implementation of such CQMP, and the experience/ knowledge/ skill levels of the quality control support staff provided in a matrix format to the Owner.

(e) The period of time that the quality assurance staff member(s) will be present on the Work Site shall be shown; resumes of key staff members shall be included; and the required minimum knowledge, technical skills, and experience level of the personnel related to the various inspection functions, such as grading, drainage, pile-driving and structures inspections, that will occur during the Construction Work shall be stated. The administrative/clerical support staff for maintenance and management of records/documents pertinent to quality acceptance for the CQMP activities shall be identified.

(f) Procedures for inspecting, checking, and documenting the Construction Work. Inspection, examinations and/or measurements shall be performed for each operation of the Construction Work to assure quality.

(g) Procedures to ensure that all activities affecting the quality of the Construction Work are accomplished using appropriate equipment for the task being performed.

(h) Procedures to ensure that the Construction Work is performed in accordance with the designs, plans, and specifications to which the Owner has provided its concurrence.

(i) Procedures to ensure that critical elements of the Construction Work are not started or continued without inspection and testing by the quality assurance personnel on site. Inspection or hold points shall be identified and communicated to the Construction Quality Control Manager (CQCM), and the Owner. Procedures to proceed beyond inspection points shall be developed.

(j) Description of specific procedures to ensure that all Construction Work conforms to the requirements of the Contract Documents, Governmental Approvals and applicable Law, and the Design Documents, as well as that all materials, equipment, elements and finishes of the Construction Work will perform satisfactorily for the purpose intended and are in accordance with the Contract Documents and the Technical Requirements. These procedures shall be consistent with Good Industry Practice.

(k) Documents that specify that all activities undertaken by or on behalf of Developer affecting the quality of the Work shall be prescribed and accomplished by documented instructions, procedures, and appropriate drawings. Such instructions, procedures and drawings shall include quantitative and qualitative criteria to be used to determine compliance.

(l) Measures to ensure that purchased materials comply with the Technical Requirements; equipment and services conform to the Contract Documents, Governmental Approvals, applicable Law, Codes and Standards, and the Design Documents. These measures shall be consistent with Good Industry Practice and shall include examination of products upon delivery and use of mock-ups in accordance with Section 3 (Mock-ups) of the Technical Requirements and Exhibit 11 (Submittals Review Process) of the Agreement.

(m) Procedures for identification and control of materials, equipment, and Project elements and finishes. These procedures shall be consistent with Good Industry Practice.

(n) Procedures designed to avoid using or installing materials, equipment or elements of the Construction Work that do not conform to the Technical Requirements or the Contract Documents, the Governmental Approvals, applicable Law, Codes and Standards, or the Design Documents. These procedures shall include procedures for the Owner to review Nonconforming Work and procedures to prevent reoccurrence of Nonconforming Work.

(o) Procedures for resolving discrepancies and/or questions in the plans and specifications so that all changes are documented and approved by Developer's design engineers.

(p) A program for inspection for each element of the Construction Work to assure quality.

(q) A program for coordination of all inspection and testing with the inspections and tests of Governmental Entities and Utility Owners.

(r) A program to ensure performance of all testing required to demonstrate that all facility systems will perform satisfactorily for the purpose intended and meet the standards specified in the Technical Requirements and the Contract Documents. It shall specify written test procedures which include provision for ensuring that all prerequisites for the given test have been met and that adequate test instrumentation is available and used. The CQMP shall require test results be documented and evaluated to ensure that test requirements have been satisfied.

(s) Procedures for reviewing and approving acceptance test results and categorizing test results in a manner acceptable to the Owner.

(t) Detailed descriptions of the inspection and test plans, including the timing, quantities represented and frequency of testing, that Developer will use to meet QA/QC requirements of the Construction Work.

(u) Measures to ensure that tools, gauges, instruments, and other measuring and testing devices used in activities affecting quality are properly maintained, controlled, calibrated, certified and adjusted at specified periods to maintain accuracy within industry standards.

(v) Procedures to control the handling, storage, shipping, cleaning and preservation of materials and equipment to prevent damage or deterioration.

(w) Procedures to ensure that conditions adverse to quality, such as failures, malfunctions, deficiencies, defective material and equipment, deviations and other Nonconforming Work are promptly identified and corrected. The procedures shall ensure that the cause of the condition is determined, and corrective action taken to preclude repetition. The identification of the significant condition adverse to quality, the cause of the condition and the corrective action taken shall be documented and reported to the Owner in writing and to appropriate levels of Developer's management to ensure corrective action is promptly taken.

(x) A comprehensive system of planned and periodic audits of Developer's CQMP to determine adherence to and the effectiveness of the CQMP. The Construction Quality Control Manager (CQCM) shall perform the audits in accordance with the written procedures or checklists. Audit results shall be documented, reviewed, and acted upon by Developer. Follow-up action, including re-audit of deficient areas following corrective action, shall be taken.

(y) Measures to control the receipt and issuance of controlled documents, such as instructions, procedures, training manuals and drawings, including changes thereto, which prescribe activities affecting quality. These measures shall ensure that approved documents, including authorized changes thereto, are reviewed for adequacy and approved for release by authorized personnel of Developer and are distributed to and used at the location where the prescribed activity is performed. Changes to documents shall be reviewed and approved by the same organizations that performed the original review and approval unless the Owner consents, in writing, to another responsible organization.

(z) The requirements and methods for controlling documents. Developer's document control system shall be compatible with the Owner's and in compliance with Section 2.4.9 (Data Management and Document Control) of the Technical Requirements.

(aa) Procedures and personnel to be used to assure that specified instrumentation is installed and monitored in accordance with applicable specifications.

(bb) The form and distribution of certificates of compliance.

(cc) Procedures for quality acceptance in the CQMP with respect to checking and verifying the accuracy and adequacy of construction stakes, lines, and grades established by Developer.

(dd) In order to inspect the Construction Work and to perform independent quality assurance inspection, verification, sampling, testing and audit for compliance with the Contract Documents, Developer will provide to the Owner, or its authorized representative, unrestricted entry at all times to such parts of the Project that concern the manufacture, fabrication (onsite), production, or testing. Performance by the Owner of such quality assurance, inspection, verification, sampling, testing and audit does not relieve Developer of any of its responsibility under the Contract Documents and in particular its responsibility for the quality of the Construction Work.

(ee) Procedures for achieving Substantial Completion and Final Completion for the New Facilities and the Project, including procedures to certify to the Owner that all Construction Work meets all acceptance criteria.

2.6.2.5 Not Used

2.7 PROJECT MANAGEMENT PLAN

2.7.1 General

(a) Developer shall prepare and submit the components of the Project Management Plan ("**PMP**"), in accordance with this Section 2.7 and Good Industry Practice, by the due dates specified in Appendix 2 (Submittals) of the Technical Requirements, unless otherwise provided in the Contract Documents.

(b) The PMP and its components shall be revised in accordance with Section 2.7.7.3 (PMP Submittals Review, Approval and Revision Procedure) of the Technical Requirements.

2.7.1.2 Baseline PMP

2.7.1.2.1 Project Approach, Schedule and Phasing

(a) This section of the PMP shall provide a description of the Developer's overall approach to the Project Schedule and phasing, including references to the commissioning, and planned occupancy of each facility, building and any other aspect of the Project.

(b) This section shall also describe which contractors and individuals will have responsibilities related to the delivery of each major part of the Construction Work.

(c) The approach shall describe the anticipated sequence of work, describe the approach to procurement oversight for each major part of the construction schedule, and show the personnel and contractors responsible for transitioning between the delivery of the Construction Work and the LACC Operator.

(d) The approach shall also describe timelines and processes for how the Developer will secure Temporary Certificates of Occupancy and Certificates of Occupancy and facilitate transition to commercial operations by the Owner of each facility, building and any other aspect of the Project.

2.7.1.2.2 Reporting

(a) This section of the PMP shall provide a description of the progress reporting and coordination processes that will be utilized throughout the term.

(b) This section shall establish the basic working structure of the PMCS, as described in Section 2.4.9.1(a) (Project Management

Controls System) of the Technical Requirements and define a timeline for phasing its use.

2.7.1.2.3 Risk Management

(a) The PMP shall describe, where applicable throughout the PMP, the approach to identification, management, mitigation, and allocation of Project-specific risks related to the Design Work and the Construction Work and shall include risk-mitigation strategies and specific procedures for responding in the event risks materialize.

2.7.1.2.4 Communications

(a) The PMP shall describe how Developer will coordinate Requests Ror Information (RFIs) or changes between the Owner, LACC Operator, and Developer prior to changes being made to Contract Documents and during implementation.

2.7.2 General PMP Sub-Plans

The following general PMP sub-plans shall be prepared by Developer and submitted in accordance with the timelines set out in Appendix 2 (Submittals).

2.7.2.1 Staffing Management Plan

(a) As part of the PMP, Developer shall prepare, implement, manage, and, as required, update a "Staffing Management Plan" in accordance with this Section 2.7.2.1 (Staffing Management Plan) and the Contract Documents.

(b) The "Staffing Management Plan" shall:

(i) identify key individuals and set forth reporting lines, responsibilities, and authority;

(ii) include details on how the various organizations within Developer and Developer-Related Entities will be interlinked and managed;

(iii) include details of management structures and management systems to be used for Project;

(iv) include details of the interface protocols and systems Developer and Developer-Related Entities shall utilize for interaction among each other, with the Owner, third parties, and the public; and

(v) identify Key Personnel who will be responsible for operations and maintenance activities during the term of the Agreement, if applicable, and the integration of these individuals with design and/or construction activities.

2.7.2.2 Public Information and Communications Plan

(a) As part of the PMP, Developer shall prepare, implement, manage, and, as required, update a "Public Information and Communications Plan".

(b) The "Public Information and Communications Plan" shall describe Developer's strategy for the dissemination of information to the Owner, event representatives and the general public, as related to future or current Work and the process to coordinate such information and communications and to obtain approval from the Owner for the dissemination of such information. Developer shall clearly state the methods for the dissemination of information and communication.

(c) Developer shall be responsible for the implementation of such methods in accordance with the "Public Information and Communications Plan".

2.7.2.3 Data Management and Document Control Plan

(a) As part of the PMP, Developer shall prepare and submit a "Data Management and Document Control Plan" in accordance with Section 2.4.9 (Data Management and Document Control) of the Technical Requirements.

(b) In the "Data Management and Document Control Plan", Developer shall describe:

(i) methods by which all Project-related documents, data, and records shall be uniquely coded, stored, accessed in real-time as may be necessary and/or retrieved. The retrieval system shall allow for prompt, convenient retrieval of any Project-related document in a user-friendly format;

(ii) the routing, filing, control, access, and retrieval methods for all documents; and

(iii) procedures for communication of Project information between Developer and the Owner.

2.7.2.4 Procurement Plan

(a) As part of the PMP, Developer shall prepare and submit a "Procurement Plan". In the "Procurement Plan", Developer shall describe:

(i) Not used;

(ii) the various methods of procurement to be used on the Project;

(iii) pre-qualification and selection of Suppliers;

(iv) procedures for competitive procurements;

(v) long-lead items; and

(vi) alternative suppliers for Critical Path procurements.

(b) The Owner will not conduct business with an individual, firm or organization, and the Developer shall not employ or otherwise utilize any Contractor, Supplier or equipment vendor at any tier which is on the U.S. General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs". The Developer shall not utilize or otherwise employ any Contractors or Suppliers on the list of nonresponsible bidders (present on the list as of the Effective Date) maintained by the Owner.

2.7.2.5 Quality Management Plan

(a) Developer shall prepare the Quality Management Plan (QMP) in accordance with the requirements set forth in Section 2.6.2 (Quality Management Plan) of the Technical Requirements.

2.7.2.6 Environmental Management Plan

As part of the PMP, Developer shall prepare and submit to the Owner an Environmental Management Plan (EMP) for the Project. Developer shall develop, implement, and manage an Environmental Management Plan, which shall:

(a) describe the Developer's methods for complying with the requirements of Section 2.4.11 (Environmental Requirements) of the Technical Requirements and all applicable Environmental Laws;

(b) provide for updates to the Owner throughout the term regarding Developer's performance of the obligations set forth in Section

2.4.11 (Environmental Requirements) of the Technical Requirements;

(c) describe Developer's methods and approach to:

(i) performing geotechnical investigations and complying with the requirements of Section 3 of the Technical Requirements; and

(ii) performing a noise study, developing a construction noise and vibration mitigation program and complying with the requirements of Section 2.4.11.3 (Noise Mitigation) and of Section 2.4.11.9 (Vibration) of the Technical Requirements.

Developer shall develop, implement, and manage the following additional plans within the EMP:

(d) "Sustainability Measurement and Verification Plan":

(i) The "Sustainability Measurement and Verification Plan" shall outline the approach for monitoring and providing ongoing measurement and verification capabilities in line with requirements of LEED® v. 4.1.

(e) "Environmental Communication Plan"

(i) The "Environmental Communication Plan" shall outline communication protocols to communicate key environmental commitments; compliance, noncompliance, and/or violations of environmental commitments; and any permitting issues and/or approvals.

(ii) The "Environmental Communication Plan" shall provide that issues that may impact schedules or may result in non-compliance of environmental commitments, shall be communicated to the Owner, in a timely manner as defined.

(f) "Environmental Workforce Training Plan"

(i) The "Environmental Workforce Training Plan" shall describe Developer's methods and approach to educating Developer's personnel regarding Project environmental compliance to ensure awareness and compliance, during the term of the Agreement, with Developer's obligation under Section 2.4.11 (Environmental Requirements) of the Technical Requirements.

(ii) The "Environmental Workforce Training Plan" shall require Developer to provide this training under the guidance of the Owner. Training events shall take place on a quarterly basis, with added events/updates provided as Developer's staff changes.

(g) "Environmental Commitment Tracking and Reporting System Plan"

(i) The "Environmental Commitment Tracking and Reporting System Plan" shall describe Developer's methods and approach to implementing an environmental commitment tracking and reporting system to monitor and document progress of commitments in the form of a report to be delivered to the Owner as part of the Monthly Progress Report described in Section 2.4.1.11 (Progress Reports) of the Technical Requirements.

(ii) The "Environmental Commitment Tracking and Reporting System Plan" shall require Developer to monitor and document all non-compliances with environmental commitments as set forth in the Contract Documents and report on their status to the Owner in the Monthly Progress Report.

2.7.2.7 Health and Safety Plan

(a) Developer shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and shall be responsible for the safety of both the Developer and Owner's personnel, Users and of the general public affected by the Work, including any impacts outside the Project Site from the Developer's activities or the Work.

(b) As part of the PMP, Developer shall prepare a comprehensive Health and Safety Plan that complies with Cal-OSHA requirements. The Health and Safety Plan shall fully describe Developer's policies, plans, training programs, Work Site controls, and Incident Response plans to ensure the health and safety of personnel involved in the Project, Users and the general public affected by the Project during the term.

(c) Developer's Health and Safety Plan shall address procedures for immediately notifying the Owner of all incidents arising out of or in connection with the performance of the Work, whether on or adjacent to the Project.

(d) Developer's Health and Safety Plan shall describe Developer's methods and procedures for complying with the following occupational health and safety obligations:

(i) Developer shall take any needed action or proceed as directed, to protect the life, health, and general occupational welfare of personnel employed on the Project, to provide confined space training on the proper use of the testing equipment and all safety procedures to ensure a safe operation to Developer personnel and Owner personnel required to access the area for inspection purposes and to provide all safety and testing equipment required to both Owner personnel and Developer personnel to ensure the safety of all workers and inspectors during construction operations and inspection operations of any confined spaces. Developer shall also provide proof of training, such as a course sign-in sheet or certificate of training. Developer shall provide appropriate rescue services, personnel, and equipment.

(ii) If, in the Owner's opinion, in accordance with the requirements of an appropriate authority, persons on the Site are exposed to extraordinary conditions which could or do constitute a hazard, Developer shall review the issue and apply rectification efforts in compliance with standards to ensure protection against the hazard or to reduce the risk.

(iii) Developer shall give special emphasis to providing safeguards for any unusually hazardous operations and health hazards and include initial training and continuing instruction for all employees to enable them to perform Work in a safe manner. Such initial training and continuing instruction shall include instruction in project safety practices, manner of reporting accidents, availability of medical facilities, and explanation of individual responsibility for accident-free operations.

(iv) Developer shall require all persons to wear personal protective equipment at all times and in compliance with all applicable Law.

(v) Developer shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including adequate lighting and ventilation, and appropriate danger signs and shall provide warnings and notices against hazards to the

Owner, Users, and owners and users of lands adjacent to the Site.

(e) Accessibility of fire hydrants

(i) Developer's Health and Safety Plan shall describe Developer's methods and approach to ensuring that fire hydrants adjacent to the Site are readily accessible to fire apparatus and material and obstructions are not placed within fifteen (15) feet of any hydrant, unless otherwise approved under a permit.

(f) The Health and Safety Plan shall include, at a minimum:

(i) lock out/tag out procedures;

(ii) hot work procedures;

(iii) frequency of safety meetings and typical topics;

(iv) approach for ensuring that Contractors adhere to Developer's safety requirements;

(v) contingency plans for emergencies (i.e., how first aid and/or serious accidents will be handled);

(vi) accident reporting, investigation, and follow up procedures;

(vii) a discussion of which employees, if any, have been trained to use fire extinguishers, trained in CPR, or any other special safety related training, fire and life safety training programs and orientation procedures for new employees;

(viii) a description of how Developer will comply with the following EIS/EIR requirements:

(I) Developer shall work with the Owner to develop and conduct fire and life safety training programs for all Developer personnel and appropriate subcontracted personnel. New hires shall be given training within their first sixty (60) days with refresher sessions for all employees conducted on an eighteen (18) month basis; and

(II) Developer shall perform fire drills/building evacuations annually during the construction period. Developer shall coordinate with the Owner for all emergency procedures, such as fire drills.

(ix) Developer's hazard communication program;

(x) procedures for ensuring safety and OSHA/Cal-OSHA compliance (e.g., scaffolding, ladders, working at heights, confined spaces, lockout/tagout, work permits);

(xi) procedures for complying with all environmental/regulatory requirements including CUPA requirements;

(g) the plan shall comply fully with the requirements of Cal-OSHA construction safety orders, regarding the design of forms, false work, and shoring for concrete placement, and the inspection of same prior to placement of concrete. Where the construction safety orders require the services of a civil or structural engineer registered in the State to approve design calculations and working drawings of the false work or shoring system, to inspect such system prior to placement of concrete, the Developer shall employ such engineer for these purposes;

(h) Pursuant to a geotechnical report prepared in accordance with LADBS (or other AHJ as required) requirements, a temporary shoring system shall be implemented during Construction Work to ensure slope stability during excavation activities. Where there is not sufficient space for sloped embankments, temporary shoring shall be erected, to a reasonable satisfaction of the LADBS (or other AHJ as required). The shoring shall be designed by a professional geotechnical engineer with experience in the design of excavation shoring. The excavation shoring design shall be approved by LADBS (or other AHJ as required) prior to its installation.

(i) Before excavating any trench, Developer shall submit a detailed plan showing the design of shoring, bracing, sloping, or other revisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. The plan and calculations shall be prepared by a California registered civil or structural engineer. No excavation shall start until the plan has been approved by the Developer's Engineer of Record and the permit has obtained from the State Division of Industrial Safety.

2.7.2.8 Emergency Management and Disaster Recovery Plan

(a) As part of the PMP, Developer shall prepare and submit an Emergency Management and Disaster Recovery Plan that covers the procedures for Emergencies, incidents and Force Majeure Events that may disrupt the Work or damage the Project. The Emergency Management and Disaster Recovery Plan shall

describe Developer's plan for responding to Emergencies and incidents including:

(i) severe weather incidents, including seismic events;

(ii) power failures that may affect facilities, infrastructure, facility systems, or any portion of the Project;

(iii) incidents that may damage facilities or interfere with pedestrian or bicycle circulation or traffic flow;

(iv) hazardous materials spills including flammable liquids; and

(v) epidemics or pandemics.

(b) The Emergency Management and Disaster Response Plan shall set out Developer's systems and procedures for limiting disruption to the Work and protecting documents and data in case of disaster, and promptly resume Work and restore the Project post-disaster.

(c) Developer's Emergency Management Disaster Response Plan shall:

(i) identify relevant systems and their level of criticality to the Work and the continuing operation of the Project and facilities;

(ii) identify the relevant personnel required for the proper functionality of the facilities;

(iii) categorize the different types of data, systems, and operations according to their criticality;

(iv) identify the levels of redundancy, security, verification and any other precautions required to protect and restore critical systems and data;

(v) identify potential disaster and major hazards to the Project and Developer's action plan and procedures in response to each to restore Project operation after such event;

(vi) describe how Developer shall coordinate with the Owner, local law enforcement agencies and emergency personnel, and affected third parties in response to Emergencies and incidents;

(vii) describe how Developer will notify the public about the Emergencies and incidents; and

(viii) describe Developer's data backup process to safeguard the integrity of the data in the PMCS, CMMS and other systems, as appropriate.

(d) Developer shall provide the Owner staff with training in the relevant disaster recovery procedures and systems utilized by Developer.

2.7.2.9 Continuity of Operations Plan

As part of the PMP, Developer shall prepare, implement, manage, and as required, update a "Continuity of Operations Plan" that describes how the Developer shall enable the Owner to continue with essential functions before, during, and after disruption.

The "Continuity of Operations Plan" shall define the resources, actions, procedures, and information kept ready in the event of a disruption of operations, such as but not limited to:

(a) Reduction in occupancy

(b) Impact to operational access

(c) Impact to storage

(d) Disruption to service due to relocation of infrastructure and services (downtime must be minimized)

(e) Impact to emergency operations equipment (downtime must be minimized)

(f) Relocation of service through a construction zone (service must be protected against construction activity)

2.7.3 D&C Sub-Plans

(a) During the term of the Agreement, Developer shall perform the Work in accordance with the PMP sub-plans and the D&C sub-plans and shall update the PMP sub-plans and the D&C sub-plans in accordance with Sections 2.7.7.3(g) and 2.7.7.3(h) of the Technical Requirements.

(b) The D&C sub-plans shall include a framework for meetings with the Owner, other interested stakeholders and Developer to collaborate on Project issues, access issues, coordination issues and any other issues arising prior to Substantial Completion with a view towards streamlining the satisfactory resolution of issues arising during the Construction Work.

2.7.3.1 Not Used

2.7.3.2 Design Management Plan

Developer shall prepare and submit a "Design Management Plan" that describes Developer's approach to finalize the Design Work throughout the term of the Agreement. The "Design Management Plan" shall include the following:

(a) "Staffing Management Plan" following the general requirements of Section 2.7.2.1 (Staffing Management Plan), and as applicable only to the performance of the Design Work;

(b) reporting structure following the general requirements of Section 2.7.1.2.2 (Reporting), and as applicable only to the Design Work. The reporting structure shall demonstrate the interface or coordination with the staff performing the Construction Work; and

(c) a Design Quality Management Plan following the general requirements of Section 2.6.2.3 (Design Quality Management Plan).

2.7.3.3 Demolition and Protection Plan

Developer shall prepare and submit a "Demolition and Protection Plan" that describes the Developer's approach to demolition and protection throughout the term of the Agreement. The "Demolition and Protection Plan" shall also include the Developer's approach to the following:

(a) Throughout all phases of construction, the Developer shall keep the site clean and free from rubbish and debris. The Developer shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

(b) The road(s) on the Site shall be paved after the installation of planned utilities and the constructions and underground/final inspection of SS, SD, curbs, and gutters – and prior to handover. The exit road on the construction site shall be paved first. The underground utilities shall be protected with compacted sub-base material. Vehicles exiting the construction site shall have all dirt clods and mud removed from their tires.

(c) When required by the plans or specifications, the Developer shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping

paved areas acceptably clean whenever construction, including restoration, is incomplete.

(d) Materials and equipment shall be removed from the Site as soon as they are no longer necessary. Before the final inspection, the Site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance.

(e) Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

(f) Excess excavated material from catch basins or similar structures shall be removed from the Site immediately. Sufficient material may remain for use as backfill if permitted by the specifications. Forms and form lumber shall be removed from the Site as soon as practicable after stripping.

(g) Failure of the Developer to comply with cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

(h) The Developer shall divert all waste generated from the Project in accordance with the City's C&D Waste Recycling Ordinance. Los Angeles Municipal Code requires that all mixed construction and demolition waste material generated within the City of Los Angeles to be taken to a City certified construction and demolition waste processor. Further, mixed construction and demolition waste can only be legally collected, removed, or transported by City of Los Angeles permitted solid waste haulers. If the Developer plans on collecting, removing, or transporting its own waste, it must first apply for and obtain a solid waste hauler permit from the Solid Resources Citywide Recycling Division of the Bureau of Sanitation.

2.7.3.4 Construction Management Plan

Developer shall prepare and submit a "Construction Management Plan" that describes Developer's approach to the Construction Work and meeting the requirements in Section 2.4.6 (Work Site Requirements) throughout the term of the Agreement. The "Construction Mamangement Plan" shall also include the following:

(a) "Staffing Management Plan" following the general requirements of Section 2.7.2.1 (Staffing Management Plan), and as applicable only to the performance of the Construction Work;

(b) reporting structure following the general requirements of Section 2.7.1.2.2 (Reporting), and as applicable only to the Construction

Work. The reporting structure shall demonstrate the interface or coordination with the staff performing the Design Work, as well as coordination and input provided by the LACC Operator;

(c) an Environmental Management Plan following the general requirements of Section 2.7.2.6 (Environmental Management Plan), and as applicable only to the performance of the Construction Work;

(d) a Health and Safety Plan following the general requirements of Section 2.7.2.7 (Health and Safety Plan), and as applicable only to the performance of the Construction Work;

(e) an Emergency Management and Disaster Recovery Plan following the general requirements of Section 2.7.2.8 (Emergency Management and Disaster Recovery Plan), and as applicable only to the performance of the Construction Work; and

(f) a Construction Quality Management Plan following the general requirements of Section 2.6.2.4 (Construction Quality Management Plan).

2.7.3.5 Permitting Plan

(a) As part of the D&C sub-plans, Developer shall prepare and submit a "Permitting Plan" that demonstrates its approach to the approval process for each affected Third Party, Utility Owner or AHJ, for all elements of the Construction Work that will require a permit and approval.

(b) The "Permitting Plan" shall include:

(i) a description of the approval process with each AHJ;

(ii) a description of the submittals required in order to gain the necessary approvals;

(iii) a schedule showing realistic timelines for securing necessary approvals and in accordance with Section 2.4.2.2 (Project Schedule and WBS); and

(iv) demonstration that the design activities will support the "Permitting Plan".

2.7.3.6 Not Used

2.7.3.7 Utility Shutdown Plan

As part of the D&C sub-plans, Developer shall prepare and submit a "Utility Shutdown Plan" in accordance with Section 3 (Utility Shutdown Plan) of the Technical Requirements.

2.7.3.8 Stormwater Management Plan

As part of the D&C sub-plans, Developer shall prepare and submit a "Stormwater Management Plan" in accordance with the requirements set forth in Section 3 (Stormwater) of the Technical Requirements.

2.7.3.9 Noise, Vibration, Dust, and Odor Monitoring Plan

As part of the D&C sub-plans, Developer shall prepare and submit a "Noise, Vibration, Dust and Odor Monitoring Plan" in accordance with the California Environmental Quality Act and as required by the Environmental Impact Report (ENV-2011-0585-EIR).

2.7.3.10 Traffic Management Plan

As part of the PMP, Developer shall prepare and submit a "Traffic Management Plan" in accordance with Section 2.4.6 (Work Site Requirements) of the Technical Requirements. The "Traffic Management Plan" shall comply with the requirements of the latest adopted edition of the "Work Area Traffic Control Handbook", obtainable from Building News, Inc., or the LADOT Worksite Traffic Control Plan (S-488.0) available from LADOT.

2.7.3.11 Waste Management Plan

As part of the PMP, Developer shall prepare and submit a Waste Management Plan in accordance with Section 2.4.10 (Waste Management) of the Technical Requirements.

2.7.3.12 Commissioning Plan

As part of the D&C sub-plans, Developer shall prepare and submit a Commissioning Plan in accordance with Section 2.9 (Commissioning) of the Technical Requirements.

2.7.3.13 Occupancy Permit Plan

(a) As part of the D&C sub-plans, Developer shall prepare and submit an "Occupancy Permit Plan" that aligns with the Project Schedule and shows a comprehensive plan of the process to follow to secure

Temporary Occupancy Permits and Certificates of Occupancy through the transition period from Substantial Completion to Final Completion for the Site. The plan shall be comprehensive and describe the process to facilitate transition to commercial operations by the Owner of each facility, building and any aspect of the Project.

2.7.4 Not Used

2.7.5 Not Used

2.7.6 Not Used

2.7.7 Project Management Plan Approval

2.7.7.1 Baseline PMP

The initial PMP is reviewed and approved by the Owner prior to the Effective Date. The remaining components of the PMP and sub-plans shall be submitted for Owner's review and approval by the dates specified in Appendix 2 (Submittals).

2.7.7.2 PMP Submittals

Developer shall submit the components of the PMP and sub-plans for Owner's review and approval by the due dates specified in Appendix 2 (Submittals) of the Technical Requirements, unless otherwise provided in the Contract Documents.

2.7.7.3 PMP Submittals Review, Approval and Revision Procedure

(a) Developer shall obtain Owner's approval of the PMP Submittals in accordance with the procedures set forth in this Section 2.7.7 (Project Management Plan Approval).

(b) Exhibit 11 (Submittals Review Process) of the Agreement shall apply, modified accordingly to reflect that submittals are PMP Submittals, and to reflect the requirements of this Section 2.7.7.3, to the submission, review and approval process for the PMP Submittals.

(c) Upon review of each PMP Submittal, the Owner may propose reasonable alterations to the submitted PMP or PMP sub-plans to ensure that the performance of the Work minimizes interruption of Owner's operations of the Existing Facilities, and maintenance of the Existing Facilities. Developer shall modify the applicable PMP or PMP sub-plans as required to ensure that PMP or PMP sub-plans comply with the Contract Documents and with the Owner's

reasonable alterations, and, at the Owner's discretion, resubmit applicable PMP Submittal. Once Owner approves the PMP Submittal, Owner will stamp the Submittal as "APPROVED" or otherwise provide written notice to Developer that the Submittal has been approved.

(d) Unless otherwise agreed by the Owner and Developer, Developer shall provide to Owner a PDF electronic copy of each PMP Submittal with electronic file(s) in native format.

(e) The PMP or relevant sections are required prior to commencement of the respective Work.

(f) Not used

(g) Except as otherwise provided in the Contract Documents, each revision of the PMP shall be submitted by Developer to the Owner for review and approval in accordance with the procedures set forth in Exhibit 11 (Submittals Review Process) to the Agreement and this Section 2.7.7.3 (PMP Submittals Review, Approval and Revision Procedure) of the Technical Requirements.

(h) Developer shall adhere to, update and maintain as current the "APPROVED" version of the PMP and each sub-plan of the PMP.

2.8 REPORTING REQUIREMENTS

2.8.1 General

Developer shall submit to the Owner the reports listed in Table 2.8.2 (Reporting Requirements) in accordance with the applicable reporting frequency.

2.8.2 Requirements

Period Reports		
Report	**Technical Requirements Section**	**Reporting Frequency**
Monthly Progress Report	Section 2.4.1.11	Monthly until Final Acceptance
Olympics Readiness Monitoring Report	Section 2.4.1.11	Monthly until Olympics Readiness Deadline
LA28 Lookahead Report	Section 2.4.1.11	24-months, 18-months, and 12-months prior to Olympics Readiness Deadline
Project Schedule Updates	Section 2.4.2.3	Due with Monthly Progress Report
Weekly developer progress meeting agenda	Section 2.4.1.3	Three (3) Business Days in advance of meeting
Weekly developer progress meeting minutes	Section 2.4.1.3	Three (3) Business Days following meeting
Convention center event coordination meeting minutes	Section 2.4.1.4	Three (3) Business Days following meeting
Preconstruction meeting agenda	Section 2.4.1.5	In advance of meeting
CPJC meeting agenda	Section 2.4.1.6	Ten (10) Business Days in advance of meeting
CPJC meeting minutes	Section 2.4.1.6	Three (3) Business Days following meeting
Utility tracking report	Section 2.4.6.3	Due with Monthly Progress Report
Quarterly quality report	Section 2.6.2.2	Quarterly issued with first Monthly Progress Report of the Quarter
PMP and sub-plans	Section 2.7.7	As specified in Appendix 2 (Submittals)

Period Reports		
Report	**Technical Requirements Section**	**Reporting Frequency**
Shoulder to shoulder meeting agenda	Section 2.5.6.2	Prior to meeting
Shoulder to shoulder meeting minutes	Section 2.5.6.2	After meeting
Notices from governmental entities or AHJs	Section 2.4.1.12	Immediately

Table 2.8.2: Reporting Requirements

2.8.3 Not Used

2.9 COMMISSIONING

2.9.1 Commissioning

2.9.1.1 Developer shall provide commissioning services in respect of all Work.

2.9.1.2 Commissioning shall be conducted by a certified commissioning agent.

2.9.1.3 Commissioning shall be conducted to achieve the following objectives:

(a) Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and to industry-accepted minimum standards and that they receive adequate operational checkout by installation contractors.

(b) Verify and document proper performance of equipment and systems.

(c) Verify that O&M data is complete.

(d) Verify that the Owner's O&M personnel are trained in accordance with the specifications.

2.9.1.4 Items listed below require the Developer to coordinate with the Owner.

(a) Pre-Commissioning meetings: conducted by the Developer to brief and coordinate on the commissioning process with the Owner.

(b) Start-up plans: work with the Owner to develop startup plans and startup documentation formats, including prefunctional checklists.

(c) Equipment start-up: utilize start-up plans to coordinate equipment start-up, manufacturers' testing, and other required testing to minimize duplication of work.

(d) Testing, adjusting, and balancing: coordinate testing, adjusting, and balancing with the Owner so that the Owner can witness the processes.

(e) Functional testing: coordinate functional testing with the Owner so that Owner can witness testing.

(f) Training: coordinate training of Owner's staff with so that the Owner can verify that training is conducted per commissioning requirements.

2.9.2 Commissioning Plan

2.9.2.1 General Requirements

2.9.2.1.1 Developer shall prepare and submit to Owner for approval a detailed Commissioning Plan for the Work, as per the Submittals process within Exhibit 11 (Submittals Review Process) and Section 2.5 (Work Submittal Review Process), for the commissioning tests that will ensure:

(a) the planning, design, construction and operational processes have achieved their intended outcome;

(b) all stakeholders understand their responsibilities for commissioning tests prior to the Substantial Completion of the Project;

(c) all Users will be fully familiar with the facility systems and will understand their continuous role in its efficient operation; and

(d) the prerequisite for fundamental commissioning of building energy systems and enhanced commissioning credit are met to help with the intended LEED Gold Certification for the New Facilities.

(e) Commissioning tests necessary to demonstrate achieve Substantial Completion are performed.

(f) the Owner has the opportunity to observe commissioning activities upon request and as scheduled.

(g) That upon completion of each commissioning test, a commissioning test report shall be distributed to the Owner.

2.9.2.2 Commissioning Plan Preparation

2.9.2.2.1 The preparation of the Commissioning Plan shall begin as early as practicable in the design process and shall be submitted to Owner one (1) year prior to the anticipated date of Substantial Completion. The table below provides a minimum list of systems and issues to be included in the Commissioning Plan.

Category	Requirement
Energy	Tracks energy consumption accurately and meets the requirements for LEED Energy and Atmosphere
LEED® and sustainability	Meets all sustainability requirements specified in the Contract Documents

Category	Requirement
BMS interface	BMS system is interfaced with Owner's infrastructure and is controlling and reporting accurately
Fire protection and life safety	All fire protection and life safety systems work as required and in accordance with the Contract Documents
Mechanical systems	All mechanical systems work as required and in accordance with the Contract Documents
Electrical systems	All electrical systems, interior and exterior, work as required and in accordance with the Contract Documents
Plumbing systems	All plumbing systems work as required and in accordance with the Contract Documents and applicable Law
Safety and security systems	All security systems work as required and in accordance with the Contract Documents
IT/AV systems	All IT/AV Systems work as required and in accordance with the Contract Documents
Emergency response systems	All emergency response systems work as required and in accordance with the Contract Documents
Wireless systems	All wireless systems will work as required and in accordance with these Contract Documents
Central utility plant	The central utility plant works as required and in accordance with the Contract Documents

2.9.2.3 Commissioning Plan Contents

2.9.2.3.1 The Commissioning Plan shall:

(a) identify the names, roles, and where appropriate, the qualifications of all persons proposed to perform a role in the commissioning process;

(b) contain provisions which ensure successful completion of all commissioning tests and all other commissioning activities required for the proper commissioning of the Works, to the satisfaction of Owner;

(c) contain provisions which will ensure successful completion of all commissioning tests and other commissioning activities as a condition to Substantial Completion of the Project, to the satisfaction of Owner;

(d) contain provisions which will ensure employment by Developer of commissioning procedures that are prescribed by applicable Law using methodologies so prescribed and methodologies prescribed in the Contract Documents;

(e) contain provisions which will ensure that standards or results to be achieved in each test, for such tests to be successful, shall satisfy all standards or results applicable to such commissioning tests as contained in the Contract Documents and those recommended by the applicable manufacturer;

(f) contain provisions which ensure that the Commissioning Plan shall not propose a test or procedure that deviates from any procedure, standard, or specification intended by the Contract Documents unless specifically approved in writing by Owner;

(g) contain provisions which require that all commissioning tests results and copies of all certificates and Governmental Approvals received by Developer in connection with any commissioning tests shall be provided to Owner;

(h) not create additional obligations on Owner or Owner's Authorized Representative;

(i) contain an achievable schedule for the commissioning tests which shows the name, timing and dependencies of each step in the critical path schedule to achieve Substantial Completion;

(j) ensure that the prescribed prerequisites and credits necessary for the intended LEED Gold Certification can be achieved; and

(k) contain provisions providing that where commissioning tests have been successfully completed as required by the approved Commissioning Plan and where such commissioning tests are identical to commissioning tests that are required to satisfy any subsequent approved Commissioning Plan requirement and such test would be redundant, the commissioning tests do not need to be repeated unless specifically required by a Governmental Entity or applicable Law.

2.9.2.3.2 The Commissioning Plan shall provide for commissioning tests relating to the following:

(a) installation verification and quality checks;

(b) prefunctional testing;

(c) start-up;

(d) functional testing;

(e) demonstration testing;

(f) representative sampling, where appropriate;

(g) acceptance reports;

(h) deficiency documentation and correction process; and

(i) user instruction, where appropriate.

2.9.2.4 Commissioning Plan Structure

2.9.2.4.1 The structure of the Commissioning Plan shall be as set forth in the table below.

Section	Description
Commissioning scope	The commissioning scope including which Project assemblies, systems, subsystems and equipment will be tested
Team contacts	The Commissioning Professional's contact information as well as any other relevant commissioning team member's contact information
Communication plan and protocols	Documentation of the communication channels to be used throughout the Project with respect to commissioning tests
Commissioning process	Detailed description of the specific commissioning tasks to be accomplished
Commissioning documentation	List of commissioning test documents required to identify expectations, track conditions and decisions and validate/certify performance
Commissioning schedule	Specific sequences of events and relative timeframes, dates and durations

2.9.3 Performance of Commissioning Tests

2.9.3.1 Notice and Execution of Tests

2.9.3.1.1 Under the direction of the Commissioning Professional, appropriately qualified personnel of Developer shall implement all commissioning tests as set forth in the Commissioning Plan.

2.9.3.1.2 Developer shall give a minimum of five (5) Business Days; notice to, and shall invite, Owner to witness and to comment on each aspect of the commissioning tests up until all commissioning tests are fully complete.

2.9.3.1.3 Developer shall, together with such notice to Owner, provide Owner with all information Owner may reasonably require in relation thereto, including, without limitation:

(a) tests proposed;

(b) test methodology; and

(c) expected test results.

2.9.3.1.4 Owner shall be provided with full and reasonable access to all commissioning activities to ensure they remain fully informed of the process.

2.9.3.2 Test Results

2.9.3.2.1 In respect of the Work at Substantial Completion, within fifteen (15) Business Days following the last day of the commissioning tests performed pursuant to this section, Developer shall provide Owner with ten (10) copies of a written final commissioning report setting forth the results of such commissioning tests, certified as true, complete and correct by Developer.

2.9.4 Commissioning Tests

2.9.4.1 Start-Up And Prefunctional Checklists

2.9.4.1.1 Developer shall perform a full pre-functional checkout of each piece of equipment. The pre-functional testing for a given system must be successfully completed prior to formal functional testing.

2.9.4.1.2 Equipment shall not be “temporarily” started (for heating and cooling) until the start-up plan is completed.

2.9.4.1.3 The Developer shall prepare start-up plans for equipment to be commissioned. Subcontractors responsible for pre-functional checklists

and startup will be identified at the pre-commissioning meeting. Developer shall submit start-up plans to the Owner for review and approval; start-up plans shall consist of, but not be limited to:

(a) The manufacturer's standard written start-up procedures copied from the installation manuals, with check boxes by each procedure and a signature block at the end.

(b) Field checkout sheets normally used by the Subcontractor.

(c) Forms normally issued by the Subcontractor to document tests required in the specifications.

(d) Final pre-functional checklists.

(e) Schedule that includes equipment installation, contractor start-up, manufacturer start-up, and other tests required by the specifications. Schedule shall state when documents in the start-up plan will be completed.

2.9.4.1.4 At least 90 days prior to the start of commissioning, the Developer shall submit a commissioning package for the equipment to be commissioned. This package shall include the following information:

(a) Equipment manufacturer's operating & maintenance instructions.

(b) Equipment manufacturer's installation and start-up manual.

(c) Start-up plans as required in this Section.

2.9.4.2 Prefunctional Testing

2.9.4.2.1 Developer shall complete the following prior to functional testing:

(a) Arrange for commissioning observations to be performed by the Owner.

(b) Complete and approve the start-up plan.

(c) Correct deficiencies identified during start-up.

(d) Record pretest set points.

2.9.4.3 Functional Testing

2.9.4.3.1 Developer shall perform functional testing after the pre-functional testing is complete.

2.9.4.3.2 Developer shall perform functional testing under the observation of the Owner.

2.9.4.3.3 Developer shall perform all specified tests according to approved testing procedures.

(a) Verify and test performance using actual conditions whenever possible.

(b) Simulate conditions by imposing an artificial load when it is not practical to test under actual conditions and when written approval for simulated conditions is received from Owner. Before simulating conditions, calibrate testing instruments. Set and document simulated conditions and methods of simulation. After test, return settings to normal operating conditions.

(c) Alter set points when simulating conditions is not practical and when written approval to do so is received from Owner.

2.9.4.4 Regulation No. 4 Testing

2.9.4.4.1 As a requirement for completion, the Developer shall hire and pay for the services of an independent Los Angeles City Fire Department certified tester approved by the Owner to schedule and perform Regulation No. 4 testing. (A list of currently certified testers is available from the Regulation No. 4 Chief's Regulation No. 4 Unit.)

2.9.4.4.2 An LAFD Fire Inspector must be given 2 Business Days' notice prior to conducting the test.

2.9.4.4.3 Within seven (7) days after completion of the tests, the certified tester must provide to the Owner two (2) copies of the test results on Los Angeles Fire Department approved forms, with all defects clearly noted. Provide one (1) copy to be included in the final commissioning report.

2.9.4.4.4 The following equipment shall be included as a part of the Regulation No. 4 testing:

(a) Fire warning systems and central station signaling systems;

(b) Smoke management systems, including smoke dampers, fire dampers and smoke detectors;

(c) Elevators;

(d) Emergency generator and lighting systems;

(e) Fire doors;

(f) Standpipe systems including booster pump;

(g) Preaction system;

(h) Pressure reducing valves (PRVs); and

(i) Automatic fire extinguishing systems.

2.9.5 Specific Commissioning Requirements

2.9.5.1 Training and Orientation

2.9.5.1.1 The Commissioning Plan shall specify Developer's processes and activities for providing orientation and field training for Users identified by Owner prior to Substantial Completion, such training to be acceptable to Owner, in its reasonable discretion.

2.9.5.1.2 Additional orientation, classroom and field training on other specific requirements regarding building orientation and security and communications systems for the LAPD and LAFD shall also be provided by Developer, as requested by Owner, in its reasonable discretion. Training and orientation programs delivered by Developer shall include recorded media for demonstration where appropriate.

2.9.5.2 LEED Requirements

2.9.5.2.1 Developer shall ensure that the commissioning process activities comply with the prerequisite criteria for fundamental commissioning of building energy systems and the Enhanced Commissioning Credit to achieve LEED Gold Certification

2.9.5.2.2 In accordance with all applicable LEED commissioning tests requirements, the following items shall be addressed in the Commissioning Plan:

(a) independent review of schematic design documents;

(b) independent review of construction documents;

(c) focused review of Developer submittals to verify compliance with requirements;

(d) an indexed systems manual; and

(e) post-occupancy readiness review of the Project's systems commissioning during Construction.

2.9.5.3 CUP Commissioning Specific Requirements

2.9.5.3.1 Developer shall implement a commissioning process for the central utility plant in accordance with this Section 2.8.9 (Central Utility Plant Specific Commissioning Requirements) and shall ensure, as a condition precedent to Substantial Completion of the central utility plant, that the expanded central plant is fully operational and commissioned in accordance with the Technical Requirements, BMPs, and applicable Law.

2.9.5.4 Qualifications of the CUP Commissioning Specialist

2.9.5.4.1 Developer shall engage a commissioning specialist that has, at a minimum, the following qualifications:

(a) is an employee of the central utility plant commissioning firm;

(b) performed the commissioning, at a minimum, of three (3) buildings and corresponding systems of similar scope and complexity to the central utility plant; and

(c) is certified by the same commissioning certifying entity under which the central utility plant commissioning firm is certified.

2.10 HANDOVER

2.10.1 General

2.10.1.1 Developer shall handover spare parts (as per the spare parts list at Section 2.10.3) and technical manuals (as per Section 2.10.4) at least 30 days prior to the anticipated date of Substantial Completion.

2.10.1.2 Developer shall complete operations and maintenance training and instruction at least 30 days prior to the anticipated date of Substantial Completion.

2.10.2 Not Used

2.10.3 Spare Parts

2.10.3.1 General

2.10.3.1.1 The spare parts supplier must be the manufacturer or a factory authorized representative of the manufacturer. The supplier shall provide, along with the spare parts list, a formal letter of certification from the manufacturer that the supplier is an authorized representative of the manufacturer, if applicable.

2.10.3.1.2 The spare parts supplier shall be a stocking facility of the manufacturer of the proposed parts, or the manufacturer must maintain a stocking facility of these parts on the West Coast, or the supplier must guarantee delivery of spare parts within seventy-two (72) hours.

2.10.3.1.3 Spare parts should be supplied in the manufacturer's original packaging and shall be new and unused. A statement shall be included to clearly indicate that the spare parts are new and unused.

2.10.3.1.4 The spare parts list shall be in addition to any other lists required under the Technical Requirements. This list shall include but is not limited to the following:

(a) Original Equipment Manufacturer (OEM) part numbers, which identify interchangeability.

(b) Make and type of equipment as well as model number.

(c) Supplier's address and telephone number.

(d) Letter of certification from the manufacturer.

(e) Identify special tools needed for installation.

(f) Identify parts with long lead delivery.

(g) Warranty: terms of warranty of spare parts offered.

(h) For mechanical parts: assembly sheet or schematics-type drawing.

2.10.3.1.5 The spare parts list shall feature but is not limited to the following:

(a) Sprinklers: spare sprinklers and tools as required by NFPA 13.

(b) Internal light fixtures: spare life fixtures shall be provided for each type of fixture with no less than ten (10) spares per fixture type.

(c) Street light fixtures: spare life fixtures equivalent to at least 10% of each type of fixture, and no less than one (1) per fixture type.

(d) Ceiling tiles: spare ceiling tiles equivalent to at least 10% of each type of tile, and no less than one (1) per tile type.

(e) Hydronic valves:

(i) Valve seats: for each size, at least one (1) valve seat for every ten (10) valves, and no less than one (1) per size.

(ii) Discs: for each size, at least one (1) disc for every ten (10) valves, and no less than one (1) per size.

(iii) Stem packing: for each size, at least one (1) stem packing for every ten (10) valves, and no less than one (1) per size.

(iv) Valve handles: for each size, at least two (2) valve handles.

(v) Gaskets for flanges: at least one (1) gasket for every ten (10) flanges.

(f) Low voltage fuses:

(i) At least three (3) spare fuses of each type and size installed above 600A.

(ii) At least six (6) spare fuses of each type and size installed up to and including 600A.

(g) Generator filters: at least six (6) spare filters per generator.

2.10.3.1.6 The Developer shall store spare parts in a clean, secure, and weathertight location and/or enclosures at the Project Site. Spare parts are to be stored

in the manufacturer's original packaging, clearly labelled and protected from damage and deterioration.

(a) All materials and equipment shall be stored and protected in accordance with the manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weatherproof, climate controlled enclosures. Where indoor storage is required, the equipment shall be stored inside a completely enclosed building, with the temperature controlled between 60 degrees Fahrenheit and 100 degrees Fahrenheit (60°F – 100°F) and a maximum relative humidity of ninety percent (90%) noncondensing.

(b) For exterior storage of material or equipment, the materials or equipment shall be placed on sloped supports above ground. Material or equipment subject to deterioration shall be covered with an impervious covering. Where necessary ventilation and heating shall be provided to avoid condensation.

(c) The Developer shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of the materials or equipment and shall perform the manufacturers recommended maintenance of the material or equipment.

(d) The Developer shall inspect the material and equipment, and submit a written monthly report to the Owner listing all the equipment stored, the results of their inspection, and the maintenance performed.

(e) The materials and equipment shall not show signs of pitting, rust, decay or other deleterious effects of storage when incorporated in to the work.

(f) Pumps, motors, electrical equipment, and other equipment with anti-friction or sleeve bearings shall be stored in weather tight structures maintained at a temperature above sixty degrees Fahrenheit (60°F). Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in electrical equipment shall be immediately energized and operated continuously until the equipment is placed into service.

(g) The Developer shall grant the Owner access to the storage facility at any time and assist the Owner in conducting a full view, piece by piece, inventory of all such material or equipment.

(h) The Developer shall absorb any and all cost incurred to store, protect, and maintain the materials and equipment without modification to the D&C Contract Amount.

(i) For Owner furnished equipment delivered to the site, the Developer shall take all necessary measures to protect the equipment from damage due to the Developer's activities. The Developer shall also ensure that all measures required by the Owner's vendor to preserve and protect their equipment are maintained and are not disturbed including, but not limited to, providing for the continuous operation of space heaters furnished in electrical equipment.

2.10.3.2 Required Spare Parts

2.10.3.2.1 The required spare parts list shall be included with the equipment submittal.

2.10.3.3 Recommended Spare Parts

2.10.3.3.1 The Developer shall submit with each equipment type a list from the manufacturer of the recommended spare parts adequate to ensure two (2) continuous years of normal operation after expiration of the equipment warranty.

2.10.3.3.2 The recommended spare parts list(s) shall include items requiring replacement under the following conditions:

(a) Wear, corrosion, or erosion during normal operation.

(b) Failure which causes a shutdown of equipment or systems.

(c) Damage or breakage during routine maintenance or inspections of equipment.

(d) Custom or specially fabricated parts, and

(e) Long lead items.

2.10.4 Technical Manuals

2.10.4.1 General

2.10.4.1.1 Unless otherwise specified, technical manuals shall, as a minimum, include the following:

(a) Table of contents.

(b) Itemized list of all data provided.

(c) Consistent tabulation or indexing method within each technical manual and when compiling technical manual into the final "Operations & Maintenance (O&M) Manual".

(d) Manufacturer, supplier, spare parts and servicing location information including name, address, phone number of the manufacturer and local representative.

(e) Approved shop drawing Submittal information applicable to O&M, including operating curves, manufacturer's recommended tolerances and clearances, and approved fabrication drawings.

(f) Recommended installation, adjustment, start-up, calibration and troubleshooting procedures.

(g) Lubrication recommendation and yearly quantity requirements.

(h) Recommended step-by-step procedures for all modes of operation including start-up, operation, shutdown, load changes, and emergency shutdown. Manufacturer's literature shall be included.

(i) Complete internal and connection wiring diagrams. Circuit diagrams and schematics shall be down to component level.

(j) Recommended preventive maintenance and maintenance procedures, including lubrication and calibration schedules.

(k) Complete parts list, by generic title and identification number, with exploded views and schematics of each assembly.

(l) Complete programming procedures and ladder logic documentation for all computer controlled, programmable logic controllers and automated equipment.

(m) Electrical, instrumentation, control system and piping schematics.

(n) Recommended spare parts list and list of special tools and equipment required for O&M.

(o) Disassembly, overhaul, reassembly, realignment and testing instructions.

(p) Complete equipment O&M manuals.

(q) Approved isometric drawings of piping systems.

(r) Control charts for systems with timed controls: irrigation, lighting, laminated against weathering.

2.10.4.1.2 All contents of the technical manuals shall be suitable for compilation into a standard size, three-ring binder.

2.10.5 Operations and Maintenance Training

2.10.5.1 General

2.10.5.1.1 The Developer shall furnish all tools, equipment, materials, and supplies, and shall perform all functions and services required to complete the Work as specified herein.

2.10.5.1.2 No actual training of a piece of equipment will be permitted until the equipment is properly installed and is operational.

2.10.5.1.3 The Developer shall coordinate with the Owner to identify required attendees to any and all training classes.

2.10.5.2 Manufacturer/Vendor Training

2.10.5.2.1 Manufacturer supplied equipment training for all major plant equipment and subsystems shall be provided for as outlined in this Section. The training shall be provided by qualified instructors of the equipment manufacturers, i.e.: equipment field startup technician or their representative, and may include both on and off-site training venues. Generally, manufacturer sales representatives will not be acceptable.

2.10.5.2.2 Classroom training shall be structured to develop a basic understanding of the design, function and capabilities of the equipment and the interrelationship with the process. In addition, routine operational and preventive maintenance, safety considerations, responses to abnormalities and startup, shutdown and troubleshooting will be covered.

2.10.5.2.3 Field training shall be scheduled to commence immediately following the classroom training and shall stress hands-on, performance-based application of the classroom training. Equipment shall be started, and relevant systems and components shall be demonstrated.

2.10.5.2.4 Off-site training, if required, primarily for the technical crafts including electricians, instrument technicians and mechanics, shall focus on specialized, technical training and shall be provided by the manufacturer

at their factory or training facility. Travel disbursements for Owner attendees to be borne by Owner.

2.10.5.2.5 The Owner reserves the right to videotape any and all training materials and presentations, except for proprietary material, and retain all rights for usage of such recorded material to train Owner personnel.

2.10.5.3 Maintenance Training

2.10.5.3.1 The maintenance training shall include the function, adjustment, repair, and replacement of all components related to the trainee's trade. Safety aspects shall also be stressed.

2.10.5.3.2 The field training shall stress hands-on instruction.

2.10.5.3.3 The training shall include, but not be limited to, the following:

(a) Preventive and corrective maintenance procedures, including replacement of parts; lubrication quantities, types, frequencies, and application points; and an estimate of time to perform such procedures.

(b) Special tools, techniques, or procedures required for either preventive or corrective maintenance of equipment, or its auxiliary or support systems.

(c) Procedures to perform adjustments required for alignment, wear and calibration for all preventive and corrective maintenance, and an estimate of time required to perform such procedures.

(d) Assembly and disassembly procedures, including parts lists required for appropriate preventive and/or corrective maintenance. Models, "exploded" views, and/or audiovisual materials shall be used for this training. These materials shall be turned over to the Owner upon completion of training. Hands on field training shall be provided.

(e) Maintenance, overhauls, troubleshooting of equipment, and auxiliary or support systems.

2.10.6 Operations and Maintenance Instructions

2.10.6.1 General

2.10.6.1.1 Unless specified otherwise, in addition to the technical manuals, Developer shall arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not

experienced in procedures, Developer shall provide instruction by manufacturer representatives. Such instruction shall include a detailed review of the following items:

(a) Operational description and requirements.

(b) Regulatory and reporting requirements.

(c) Maintenance manuals.

(d) Permit and record documents.

(e) Spare parts and materials.

(f) Tools.

(g) Lubricants.

(h) Fuels.

(i) Identification systems.

(j) Control sequences.

(k) Hazards.

(l) Cleaning.

(m) Warranties and bonds.

(n) Maintenance agreements and similar continuing commitments.

2.10.6.1.2 As part of instruction for operating equipment, such instruction shall demonstrate the following procedures:

(a) Start-up.

(b) Shutdown.

(c) Emergency operations.

(d) Noise and vibration adjustments.

(e) Safety procedures.

(f) Economy and efficiency adjustments.

(g) Effective energy utilization.

2.10.7 Warranty

2.10.7.1 General

(a) Developer shall obtain manufacturers' warranties for key components for, at a minimum, the durations specified in Appendix 14 (Warranty Durations).

(b) Developer shall provide verifiable contact information and records of purchase – including date, product, and other pertinent information – necessary for the Owner to process the Warranty Work.

2.11 COMPLETION

2.11.1 Cleaning

2.11.1.1 General

2.11.1.1.1 Developer shall perform cleaning as described below before Substantial Completion and before Final Completion.

2.11.1.1.2 Before Substantial Completion, Developer shall promptly remove from the Project Site, as applicable:

(a) all Developer's equipment utilized during the performance of the Work;

(b) all temporary structures;

(c) all surplus material; and

(d) all waste and rubbish.

2.11.1.1.3 The Project Site shall be left in a neat and clean condition to the satisfaction of the Owner.

2.11.1.2 Cleaning

2.11.1.2.1 Developer shall employ experienced workers or professional cleaners for cleaning.

2.11.1.2.2 Developer shall clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Cleaning activities shall comply with manufacturer's instructions.

2.11.1.2.3 Developer shall complete the following cleaning operations before requesting Owner's final inspection.

(a) Remove labels that are not permanent labels.

(b) Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials at no added cost to the Owner.

(c) Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

(d) Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

(e) Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textures surface.

(f) Remove all temporary detour stripping by the wet sandblasting method.

2.11.1.3 Pest Control

2.11.1.3.1 Developer shall engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests if deemed a result of the Construction Work and within Expansion Limits.

2.11.1.4 Removal of Protection

2.11.1.4.1 Developer shall remove temporary protection and facilities installed for protection of the Work during construction.

2.11.1.5 Compliance

2.11.1.5.1 Developer shall comply with regulations of AHJs and safety standards for cleaning.

2.11.1.5.2 Developer shall not burn Project waste. Developer shall not bury debris or excess materials on the Owner's property. Developer shall not discharge volatile, harmful or dangerous materials into drainage systems. Developer shall remove Project waste from the Site and dispose of it in a lawful manner.

2.11.1.5.3 Where extra materials of value remaining after completion of associated Work have become the Owner's property, Developer shall arrange for disposition of these materials as directed.

2.12 POST-COMPLETION

2.12.1 Life Safety Fire Alarm Systems

2.12.1.1 Developer shall provide maintenance and off-site fire monitoring service for the life safety fire alarm systems for one year following Final Completion.

2.12.1.2 For a period of one year from date of Final Completion, the system shall be under full guarantee for materials and labor at no cost to the Owner. The system shall be under a service contract with a technician authorized by the manufacturer. Replacement parts and labor shall be readily available during normal business hours while the service contract is in effect. A complete system inspection and test shall be performed at five months and again at eleven months after Final Completion. Tests shall include all smoke detector sensitivity settings.

2.12.1.3 Any component failures shall be remedied to the satisfaction of the Owner.

2.12.1.4 The Developer shall offer a continuing maintenance and monitoring service contract to commence one-year after Final Completion and/or the expiration of warranty included with the system, whichever occurs first.

VOLUME II – TECHNICAL REQUIREMENTS

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SECTION 3 DESIGN AND CONSTRUCTION REQUIREMENTS

3.1 GENERAL

a) This Section 3 covers design and construction requirements for the Project. The modernization work for the Project is covered in **Appendix 8 (Modernization Scope)**.

b) Expansion Work includes adding "net-new" main programmable spaces along with all associated circulation, pre-function, arrivals areas, lobbies, back of the house corridors, storage space and service areas.

c) If any existing space is removed or diminished as a result of the design, the area shall be re-provided within the New Facilities to ensure no net loss of space. The required total square footage after expansion is identified in the "Total After Expansion" column for each of space category in Table 3.1.

Table 3.1: LACC Expansion ("net-new" square footage)

Space	Existing (sqft)	Minimum Net-New Space (sqft)	Total After Expansion (sqft)
Exhibit Space	720,000	192,000	910,000
Multi-Purpose-Space (MPS)*	48,000	98,000	143,000
Flexible Meeting rooms	102,000	38,500	140,500

*Note *: The existing Multi-Purpose Space comprises Concourse Hall and Petree Hall*

3.1.1 Assigned Square Footage (ASF)

a) ASF requirements are set forth in **Appendix 5 (Schedule of Accommodation)**.

3.1.2 Applicable Codes and Standards

a) Developer shall ensure that the Project complies with applicable federal, state, and municipal laws, statutes, ordinances, codes, orders, rules, and regulations by the time of permitting.

b) Developer shall coordinate and reconcile all major building code and fire apparatus access issues with City of Los Angeles Building and Safety, Bureau of Engineering, City Planning Department, and all Authorities Having Jurisdiction prior to the completion of design.

c) The provisions of these Technical Requirements shall not be deemed to nullify any applicable requirements of the City of Los Angeles, the County of Los Angeles, the State of California, federal law or any other regulatory authorities.

d) As codes are often updated, it is incumbent upon Developer and its Contractors to be aware of and apply the current applicable codes and regulations. The relevant

Codes and Standards include but are not limited to those identified in Section 3.1.2.1 Codes and Section 3.1.2.2 Standards.

3.1.2.1 Codes

a) City of Los Angeles Municipal Code

b) California Building Code (CBC), with City of Los Angeles amendments

c) City of Los Angeles Municipal Code, Division 95, "Mandatory Earthquake Hazard Reduction in Existing Non-Ductile Concrete Buildings".

d) "Smoke protected assembly seating" factors as defined in 1029.6.2

e) 22California Existing Building Code (CEBC), with City of Los Angeles amendments

f) 2022 California Fire Code (CFC), with City of Los Angeles amendments

g) 2022 California Energy Code, with City of Los Angeles amendments

h) 2022 California Electric Code (CEC), with City of Los Angeles amendments

i) 2022 California State Plumbing Code, with City of Los Angeles amendments

j) 2022 California State Mechanical Code, with City of Los Angeles amendments

k) 2022 California Green Building Code, with City of Los Angeles amendments

l) City of Los Angeles Plan Processing Information for Private Developments, Bureau of Street Lighting

m) Los Angeles County Code Title 8 and Title 10

n) Americans with Disabilities (ADA) Act

o) California Retail Food Code

p) California Public Utilities Code (PUC), Section 21001 et seq., otherwise known as the State Aeronautics Act, and the California Code of Regulations (CCR), Title 21, Section 3225-3560, Airports and Heliports.

3.1.2.2 Standards

3.1.2.2.1 General Design Standards:

a) Americans with Disabilities (ADA) Act and Standards

b) ICC A117.1-17 Accessible and Usable Buildings and Facilities

c) American National Standards Institutes (ANSI)

d) Air Conditioning and Refrigeration Institute (ARI)

e) American Society for Testing Materials (ASTM)

f) American Society of Civil Engineers (ASCE)

   (i) ASCE 7 - Minimum Design Loads for Buildings and Other Structures

   (ii) ASCE 41 - Seismic Rehabilitation of Existing Buildings

g) American Iron and Steel Institute (AISI)

   (i) AISI S100 - North American Specification for the Design of Cold-Formed Steel Structural

h) American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE), specifically:

   (i) ASHRAE 55 - Thermal Environmental Conditions for Human Occupancy 2020

   (ii) ASHRAE 62.1 - Ventilation and Acceptable Indoor Air Quality; and

   (iii) ASHRAE 90.1 - Energy Standard for Sites and Buildings.

i) International Mechanical Code (IMC)

j) American Society of Mechanical Engineers (ASME)

k) Air Movement Control Association (AMCA)

l) American Society of Sanitary Engineers (ASSE)

m) American Society of Plumbing Engineers (ASPE)

n) American Rainwater Catchment Systems Association (ARCSA)

o) American Water Works Association (AWWA)

p) Federal Communications Commission (FCC)

q) Illuminating Engineering Society (IES)

r) Institute of Electric and Electronic Engineers (IEEE)

s) ISO 31000:2018 Risk management — Principles and guidelines

t) National Electrical Manufacturers' Association (NEMA)

u) National Sanitation Foundation (NSF)

v) National Fire Protection Association (NFPA)

(i) NFPA 13, Installation of Automatic Sprinkler Systems with local amendments

(ii) NFPA 14, Installation of Standpipe and Hose Systems with local amendments

(iii) NFPA 72, National Fire Alarm Code with local amendments

(iv) NFPA 20, Installation of Fire Pumps

(v) NFPA 101, Life Safety Code, 2021 Edition, as Required for Life Safety Evaluation

(vi) NFPE 70E, Standard for Electrical Safety in the Workplace

(vii) NFPA 502, Standard for Road Tunnels, Bridges, and Other Limited Access Highways

(viii) NFPA 4, Standard for Integrated Fire Protection and Life Safety System Testing

(ix) NFPA 90A Standard for the Installation of Air-Conditioning and Ventilating System

w) Occupational Safety and Health Act (OSHA)

x) Sheet Metal and Air Conditioning Contractors' National Association (SMACNA)

y) Underwriters' Laboratories, Inc., Standards for Safety (UL)

z) City of Los Angeles, Bureau of Engineering Manuals and Standards

aa) City of Los Angeles, Bureau of Engineering Master Specifications

3.1.2.2.2 2022 2022 AV Systems Design and Installation Standards

a) ANSI/INFOCOMM 1M-2009, Audio Coverage Uniformity in Enclosed Listener Areas

b) ANSI/INFOCOMM 2M-2010, Standard Guide for Audio-visual Systems Design and Coordination Processes

c) ANSI/INFOCOMM 3M-2011, Projected Image System Contrast Ratio

d) ANSI/INFOCOMM 4:2012, Audio-visual Systems Energy Management

e) ANSI/INFOCOMM 10:2013, AV Systems Performance Verification

f) ANSI/CEA/CEDIA/InfoComm, Audio, Video and Control Architectural Drawing Symbols Standard

g) ELECTRONIC SYMBOL FILES for J-STD-710 Audio, Video and Control Architectural Drawing Symbols Standard

h) INFOCOMM F502.01:2016 Rack Building for Audio-visual Systems

i) INFOCOMM F501.01:2015 Cable Labeling for Audio-visual Systems

3.1.2.2.3 ICT Systems Design and Installation Standards

a) TIA TR-42 Telecommunications Cabling Systems

b) TIA TR-45 Mobile and Personal Communications Systems Standards

c) FPA 75, Standard for the Fire Protection of Information Technology Equipment,

d) California Public Utilities Commissioning General Order 128 (GO 128)

e) BICSI Telecommunications Distribution Methods Manual (TDMM)

f) BICSI Information Technology Systems Installation Methods Manual (ITSIMM)

g) BICSI Outside Plant Design Reference Manual (OSPDRM)

h) ANSI/BICSI 006, Distributed Antenna System (DAS) Design and Implementation Best Practices

i) ANSI/BICSI 007, Information Communication Technology Design and Implementation Practices for Intelligent Buildings and Premises

j) ANSI/BICSI 008, Wireless Local Area Network (WLAN) Systems Design and Implementation Best Practices

k) ANSI/BICSI N1, Installation Practices for Telecommunications and ICT Cabling and Related Cabling Infrastructure

l) ANSI/BICSI N2, Practices for the Installation of Telecommunications and ICT Cabling Intended to Support Remote Power Applications

3.1.2.2.4 Civil Design and Installation Standards

a) LABOE Standard Plans (SPs), Design Manuals and Special Provisions

   (i) Curb and Gutter, Joints in Concrete Pavement, Standard Street Crown Sections, Bus Pads, Driveways, Curb Ramps, Sidewalks, Tree Well Covers, Pedestrian Pipe Guardrails and Handrails, etc.

b) LABOE Street Design Manual

   (i) Horizontal and Vertical Alignments, Sight Distance, Bikeways, Loading Bays, Driveways, Access Ramps, Intersections At-Grade, Private Streets, Bus Pads, Landscaping, Pavements, Curbs, Concrete Gutters, and Medians, etc.

c) LADOT Manual of Policies and Procedures, Section No. 531; California Manual of Uniform Traffic Control Devices

   (i) Lane Widths, Striping, Marked Crosswalks, Bikeways, Signing, Landscaping, etc.

d) Los Angeles Department of City Planning, 2013 Bikeable Design:A Toolkit for Bike-Friendly Development.

e) Los Angeles Municipal Code Ordinance No. 182386, 2013 Bicycle Parking Ordinance

f) Los Angeles County, Public Works, 2012 Bicycle Master Plan

g) Los Angeles Department of City Planning, 2010 Bicycle Plan Technical Design Handbook; Highway Design Manual, Chapter 1000

   (i) Class I Bike Paths, Class II Bike Lanes, Class III Bike Route, Class IV Separated Bikeways, etc.

h) City of Los Angeles Downtown Design Guide

   (i) Sidewalks and Setbacks, Parking and Access, On-site Open Space and Landscaping, Streetscape Improvements, Signage, etc.

i) The California Manual of Uniform Traffic Control Devices (MUTCD) – Current edition

j) LABSL Design Standards, Guidelines, Directives, and Bulletins

k) Work Area Traffic Control Handbook (WATCH) provided by the American Public Works Association (APWA)

l) Caltrans Specifications and Special Provisions for Public Works Construction (Greenbook)

m) City of Los Angeles, Department of Public Works Additions and Amendments to the 2021 Edition of the Standards Specifications for Public Works Construction (Brown Book)

n) Los Angeles Department of Transportation Drawings and Special Provisions for Installation or Modifications of Traffic Signals (Red Book)

o) Los Angeles Bureau of Street Light Special Specifications for the Construction of Street Lighting Systems (Blue Book)

3.1.2.2.5 Stormwater Design and Installation Standards

a) LABOE Manual – Part G – Storm Drain Design

   (i) Rainfall Frequencies, Surface Flow, Main Line Hydraulics, Catch Basin Design, Conduits, Standard Structures, etc.

b) LABOE Green Street Standard Plans (SPs)

   (i) Parkway Swales, Vegetated Stormwater Curb Extensions, Interlocking Pavers, Parkway Basins, Permeable Pavers, Pre-cast Permeable Concrete, etc.

c) Los Angeles Planning and Land Development Handbook for Low Impact Development (LID)

d) LAMC, Chapter VI, Article 1

   (i) Section 61.02

e) Landscape and External Spaces

   (i) American Standard for Nursery Stock ANSI Z60.1

   (ii) Bailey's Standard Cyclopedia of Horticulture

   (iii) Standardized Plant Names, American Joint Committee on Horticulture Nomenclature (AJCHN)

   (iv) National Arborist Association

   (v) Specifications and recommended practices of American Concrete Institute (ACI), American Society for Testing and Materials (ASTM), The Uniform Building Code, and U.S. Patents #7,322,772 B2, #7,607,859 B2 and multiple U.S. Pending Patents, and U.S. Trademarks #1,879,329, #2,358,183 and #3,446,898.

   (vi) Design and Control of Concrete Mixtures – Thirteenth Edition; Portland cement Association.

3.1.2.2.6 Sustainability Standards

a) Mayor's Resilient LA Plan (2018)

b) LA's Green New Deal – Sustainable City Plan (2019)

c) California Buildings Standards Code – Title 24 (CALGreen) and subsequent amendments or later versions

d) LEED v4.0, Building Design + Construction (BD + C) –

(i) The Project shall achieve Gold Certification.

e) Where there is a discrepancy between the standards and guidelines, the most stringent shall apply.

f) U.S. Environmental Protection Agency (EPA) guidelines and provide integrated locations for waste, recycling and composting throughout the Facilities following

(i) Size and spacing shall be appropriate for the nature and intended use of the space.

(ii) Each waste, recycling, and composting location shall be appropriately identified.

(iii) Means of conserving water used indoors, outdoors and in wastewater conveyance generally aligned with the requirements of the California Green Building Code and other sustainable features in accordance with the targeted LEED rating shall be established.

3.1.3 Building Management System (BMS)

a) This section provides a general overview of the overall building management system (BMS) requirements for the Project. The detailed technical BMS system requirements are set forth in Section 3.7.5 Building Management System (BMS) of the Technical Requirements.

b) Developer shall incorporate a BMS to monitor and, when applicable, automate and control building systems such as:

(i) Lighting control;

(ii) Heating, ventilation and air conditioning (HVAC);

(iii) Fire/life safety alarm monitoring; and

(iv) Vertical transportation alarm monitoring.

c) Developer shall deliver BMS elements in formats compatible to Building Information Modelling (BIM) to Level of Development 300.

d) Developer shall provide the necessary resources to support data mining and the development of BMS reports as required, including process management, document control and dashboards. The data shall support (when applicable), supporting Owner's long-term planning for equipment reliability fault cause analysis and benchmarking measurements.

e) The BMS shall operate as one system site for the entire LACC facility.

3.1.4 Building Information Model

a) The Project requires Developer to utilize BIM processes in design, construction, and preparation of As-Built drawings of the Project.

b) Developer is responsible for managing the overall cross discipline BIM collaboration process. To achieve this, each design discipline must specify a structured information management process that captures the Project's requirements. This process shall be captured in the BIM Execution Plan (BEP). The BEP shall be submitted with the 100% design submission and updated every six months thereafter. Developer must provide a list of software it plans to use within the BEP as well as its approach to managing software versions.

c) Developer shall prepare the following resources for BIM Execution:

   (i) Detailed Responsibility Matrix

   (ii) Exchanged Information Requirements (EIR)

   (iii) Master Information Delivery Plan (MIDP)

d) Developer shall comply with the ISO 19650 (suite) International Standard for Building Information Modelling (BIM).

e) Developer shall setup and manage their information in a Common Data Environment (CDE) in compliance with ISO 19650. Deliverables are required to be submitted for appropriate reviews and at expected milestones throughout the Project lifecycle.

f) Developer shall use BIM processes to create, coordinate and deliver the Project. Developer shall define the level of information needed for each milestone within its BEP.

g) The BIM models shall include:

   (i) Models of all 3D elements at their true elevation, size, location, and orientation.

   (ii) Models and maintenance of all gravity utilities in pipe networks, including their structures and pipes/conduits 6" and larger.

   (iii) All existing components within the Site and immediate vicinity where an interface or need for coordination exists.

h) Developer's BIM responsibilities are as follows:

   (i) Create all drawings from the 3D models unless specified otherwise in the BEP.

   (ii) Resolve all conflicts between design elements.

   (iii) Include alignments, profiles, pipe networks, and corridors.

(iv) Retain the automatic update functions between drawings and design xrefs in all Civil 3D labels.

(v) Utilize projects to utilize BIM 3D technology and practices to design, build, and maintain ST infrastructure in all models.

(vi) Create separate files for different design element groups and/or disciplines.

(vii) Do not duplicate any base map information in any other file.

(viii) Do not create surface files that require software to create memory map surface files (*.MMS) files.

(ix) Set units to US feet for all xrefs (Toolspace Setting under Units and Zone tab, not international feet).

(x) Each submission must include the following:

1. Individual discipline BIM models in the native software format;
2. Individual IFC models;
3. Federated models (content format TBC) including all required testing as per Project Clash Matrix and individual NWCs;
4. Clash detection report; and
5. Model validation certificate.

i) BIM submissions shall comply with Table 3.1.4.

Table 3.1.4 BIM model submissions

Submission	Model Type	Description/ Purpose
Approved design submission	Final design model Approved for construction model	The final design model is the final agreed model produced by the Project, submitted to Owner at 100% DD.
Approved design submission	Approved for construction model	"Accepted For Construction" model updated to reflect the changes of the review, unless otherwise stated in the contract.
Handover submission	Construction model	Changes are captured progressively throughout construction and updated in the BIM model as required by the contract
Handover submission to the BMS	As-Built Model	The As-Built model is a model (or models) that captures the exact conditions at the completion of construction. This model may compliment 3D laser scan data to verify the installation of already constructed work and record the As-Built position.

3.1.5 Sustainability

a) Developer shall ensure the Project is designed in compliance with the relevant sustainability standards and guidelines and all related amendments, including but not limited to those identified in Section 3.1.2.2.6 Sustainability Standards of the Technical Requirements.

3.1.5.1 Sustainability Workshops and Sustainability Plan

a) Developer shall facilitate Sustainability Workshops as required with Owner. Key Contractor's discipline leads including Design Manager, Construction Manager, Lead Architect, and Risk Manager, and suitable sustainability and technical subject matter experts shall be available to attend. The Sustainability Workshops will explore and determine feasible sustainability measures and goal setting for the Project.

b) Developer shall incorporate the outcomes of the sustainability workshop into design development and shall develop a Sustainability Plan that will be implemented and monitored during construction phase. The Sustainability Plan must incorporate the following measures:

(i) Implementation plans, including schedule and anticipated design or construction measures for CALGreen measures approved by Owner in the Sustainability Plan.

(ii) Schedule for achievement of LEED and CALGreen measures, including submission of any accompanying studies or reports.

(iii) Estimated lifecycle costs for achievement of LEED and CALGreen measures.

(iv) Reporting and measurement processes for sustainability measures.

(v) Roles and responsibility matrix for each sustainability goal/design option.

(vi) A list of preferred options taken forward into design and construction.

(vii) Approach for managing sustainability measures in design, construction, and operations, including:

(viii) Testing and commissioning requirements;

(ix) Construction materials criteria; and

(x) Construction and/or waste management plans.

c) Developer shall incorporate Sustainability Plan updates as part of all design submittal packages.

3.1.5.2 LEED® Certification Requirements

a) Developer shall obtain, at a minimum, United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) Building Design and Construction (BD+C) version 4 Green Building Rating System (the "LEED Rating System") Gold certification ("LEED Gold Certification") for the LACC Expansion project.

b) If, at any time after Developer obtains registration with the USGBC, the requirements to achieve LEED Gold Certification under the LEED Rating System change, and Developer is required to comply with such change in order to achieve LEED Gold Certification of the LACC Campus, then Developer shall forthwith notify Owner of such change.

c) Developer shall be responsible to register the Project with USGBC for LEED BD+C v4 within 30 days of Notice to Proceed for Construction Services. Beyond this standard, the construction must meet or exceed the requirements of CALGreen and the Mayor's goals for resiliency.

d) Developer shall not compromise Owner's LEED status or credits in respect of the existing buildings and shall ensure that the Project facilitates Owner's continued compliance with LEED on the Existing Campus as a result of the New Pico Hall Expansion, unless Developer elects to extend the LEED Project Site Boundary to include all of the LACC Campus and register the entire Project for a new LEED certification.

e) A proof of LEED registration and credit tracking document must be provided to Owner through design and construction phases up to LEED Gold Certification is achieved. The Project shall achieve the minimum necessary points in LEED v4 to achieve Gold certification. Developer is responsible for achieving certification. Credit strategies can include, but are not limited to:

   (i) Integrative Process

   (ii) Sensitive Land Protection

   (iii) Surrounding Density and Diverse Uses

   (iv) Access to Quality Transit

   (v) Reduced Parking Footprint

   (vi) Site Assessment

   (vii) Heat Island Reduction

   (viii) Indoor Water Use Reduction

   (ix) Outdoor Water Use Reduction

(x) Cooling Water Use Reduction

(xi) Water Metering

(xii) Enhanced Commissioning

(xiii) Optimize Energy Performance

(xiv) Enhanced Refrigerant Management

(xv) Enhanced IAQ Strategies

(xvi) IAQ Assessment

(xvii) Thermal Comfort

(xviii) Interior Lighting

(xix) Biophilic Strategies

f) Developer shall manage all facets of the LEED design and submittal process. This will include planning, design charrettes, scorecard evaluation, coordination with Owner's entities, organization of supporting documentation, implementation of requirements in the drawings and specifications, monitoring of contractor submittals, upload of the Design Submittal, upload of the Construction Submittal, and response to USGBC comments. Developer shall be responsible for LEED Gold certification fees payment. Owner will be responsible for renewal fees once LEED certification is obtained.

3.1.5.3 Energy Model

a) Developer shall be responsible to develop energy model reports, energy models shall follow:

(i) LEED Performance Standards - Energy Modelling Standards

(ii) California Building Standards Code – Title 24

(iii) ASHRAE 209 and ASHRAE 90.1

b) During the energy modelling process developer should collaborate with Owner to determine the buildings usage and design options

c) Developer is responsible to complete energy modelling reports as the design and construction progresses. Final documents shall be shared with Owner for project records.

3.1.5.4 The City of Los Angeles' Green New Deal

a) Developer shall ensure that the Project complies with the City of Los Angeles' Green New Deal, unless Owner provides explicit instruction otherwise.

3.1.5.5 Reclaimed Water

a) Developer shall ensure that a recycled water piping system, separate from the potable water system shall be included to supply recycled water for irrigation and for flushing toilets and urinals throughout the New Facilities Initially this supply system will utilize potable water however it will be left ready for changeover to local or municipal recycled water when a source is available.

b) Developer shall include a separate pipework system that will deliver recycled water to be utilized for flushing new water closets and urinals.

c) Developer shall install a separate greywater system collecting waste discharge from lavatories, showers, and Exhibit Hall wall and floor boxes. In areas where contaminants may potentially enter the greywater system, appropriate bunding barriers will be provided or waste from these areas to be directed to an appropriate wastewater system as required by the AHJ.

d) The greywater drainage system shall initially discharge into the sewer drainage system; however, it shall be left ready for connection to a future treatment system or delivered to local utility for treatment and delivery by others.

e) Developer shall include a separate pipework system that will deliver recycled water to be utilized for flushing water closets and urinals. Initially this system shall utilize potable water, however it shall be left ready for changeover to recycled water when available.

f) Developer may propose, for approval by Owner, alternative water saving initiatives potentially from supplying other non-potable water needs of the buildings.

g) Developer shall demonstrate that the proposed initiatives and means will result in increased benefit for the LACC Campus as a whole.

h) Reclaimed water systems will be designed in accordance with the relevant Chapters of the California Plumbing Code with LA Amendments or AHJ

3.1.6 Program Elements

a) Specific design requirements for each room type shall be included in the Room Data Sheets provided by Developer. Requirements set out in section 3 of the Technical Requirements shall be used to develop the design in consultation with Owner, and reflected in Room Data Sheets.

b) Developer shall design and construct the Project to include, at a minimum, the ASF for each area as specified in **Appendix 5 (Schedule of Accommodation)**.

3.1.7 Fittings Furniture & Equipment (FF&E)

3.1.7.1 General

a) FF&E is detailed in **Appendix 15 (Fittings, Furniture & Equipment)**.

b) Developer shall design all rooms to accommodate all appropriate fittings, furniture and equipment required for the Project.

c) All fixed items of furniture and equipment shall be provided by Developer as part of the works.

d) All loose furniture shall be provided and installed by Owner, unless otherwise agreed with Developer.

e) Developer shall coordinate equipment requirements with building systems to ensure compatibility and optimal performance meeting quality, safety and performance standards.

f) Developer will propose FF&E layouts that complement the building's functionality, aesthetics, and regulatory needs to Owner for approval.

3.1.8 Specialist Consultants

a) Specialist consultants shall be appointed by Developer as necessary to complete the design to the satisfaction of Owner.

b) Owner reserves the right to be informed of, and approve or reject, the substitution of any specialist consultant that has been appointed. These specialists shall include at a minimum, but are not limited to, the following.

3.1.8.1 Kitchen and Catering

a) Developer shall engage the services of a specialist kitchen design consultant to liaise with Owner and the Project team to complete the detailed design.

3.1.8.2 Audiovisual

a) Developer shall engage the services of a specialist Audiovisual (AV) consultant to liaise with Owner and the Project team to complete the detailed AV design.

3.1.8.3 Information and Communications Technology

a) Developer shall engage the services of a specialist consultant to liaise with Owner and the Project team to complete the detailed ICT design.

3.1.8.4 Specialist Lighting

a) Developer shall engage the services of a specialist lighting design consultant to liaise with Owner and the Project team to complete architectural lighting designs.

3.1.8.5 Signage and Wayfinding

a) Developer shall engage the services of a specialist signage and wayfinding consultant to liaise with Owner and the Project team to complete detailed signage and wayfinding design.

3.1.8.6 Waste Management

a) Developer shall engage the services of a specialist waste management consultant to liaise with Owner and the Project team and complete a detailed waste management plan which identifies waste streams, volumes, equipment, equipment requirements, and disposal solutions.

3.1.8.7 Commissioning Professional

a) Developer shall engage the services of an independent Commissioning Professional to liaise with Owner and the Project team and complete a detailed commissioning plan per discipline.

3.1.8.8 Geotechnical Consultant

a) Developer shall engage a certified engineering geologist or licensed geotechnical engineer who shall assess detailed seismic, geological, methane and soil conditions at the Site.

b) Developers structural engineer shall liaise with the Geotechnical Engineer regarding information required for use in the design of footings, retaining walls and superstructure, including but not limited to, any seismic design parameters. The geotechnical engineers recommendations will be followed during the design and construction of the Project.

3.1.8.9 Disability & Accessibility

a) Developer shall engage the services of a disability and accessibility consultant to assist Owner and Project team in incorporating provisions for the diverse disability community.

3.1.8.10 Life Safety

a) Developer shall prepare a code compliance strategy which includes the framework for the fire protection and life safety concept for both the new construction portions of the Project and any existing areas that are affected by the expansion. This strategy shall identify design concepts that are not clearly addressed by the applicable

building codes which will require interpretation by the AHJ. The Project shall be designed to comply with the current applicable Codes and Standards.

b) The portions of the existing building that are not altered and not affected by the Expansion Work will remain in their existing configuration per the CEBC; however, areas of the existing building that may need to be modified or upgraded as part of this Project, shall be included as part of Developer's life safety strategy.

c) Developer's strategy shall list all items requiring interpretation or equivalency to the prescribed code requirements, including compliance approach for the existing building, smoke protected means of egress, occupant load, building use and building structure amongst others.

d) Developer's life safety strategy shall include a holistic approach to all elements of the building including but not limited to:

   (i) High-rise building provisions

   (ii) Occupancy classification

   (iii) Building construction

   (iv) Means of egress

   (v) Fire protection systems

   (vi) Smoke control systems

e) All code compliance items, interpretations, and performance design solutions shall be planned accordingly with Owner and discussed and approved in due course by the LAFD, LADBS, and the AHJ. This shall include any design approach such as the use of "smoke protected assembly seating" and the provision of active smoke control systems through egress paths of the building.

3.2 LIFECYCLE

a) Developer shall comply with Good Industry Practice with respect to building lifecycle, including, but not limited to, manufacturing and construction.

b) Developer shall consider lifecycle maintenance and material costs in all mechanical, electrical, and plumbing (MEP) system systems design.

c) Developer shall consider the following during Project design and construction:

(i) Manufacturing: selection of building product fabrication processes, and packaging, and distribution of building products that minimizes environmental impact. This assessment may consider cradle-to-cradle or cradle-to-grave approach for selected building materials and products.

(ii) Construction: consideration of the environmental impact of the transportation of materials and products to the project site, use of power tools and equipment during construction, on-site fabrication, and energy used for site work.

(iii) Use and maintenance: prioritization and selection of building equipment that includes good indices of energy consumption, water use, and environmental waste generation. The use of energy modelling can help the establishment of "operational energy" of the building and be used to optimize the operational needs with on-site power generation.

(iv) End of life: opt for alternatives and processes that process to reduce the energy consumed, and environmental waste from building demolition, and disposal of materials to landfills.

3.2.1 Life Expectancy

a) Developer must comply with minimum life expectancy defined in Table 3.2.1. The below shall not be considered warranties which are outlined in **Appendix 14 (Warranty Durations)**.

Table 3.2.1.2.1 Life Expectancy

Asset Type	Effective Life (years)*
Civil	75
Pressure pipe work	60
Sewers	100
Pumps	40
Valves	30
Motors	35
Electrical	30
Controls	25
Building Assets	30 (average)

Asset Type	Effective Life (years)*
Pavement Base and Sub Base Note: Pavement base and sub-base for Roads shall have a design-life that complies with Los Angeles Department of Public Works.	30
Land Improvements	20
Roof Structure	Life
Drainage	30 (average)
Office Furniture, Fixtures & Equip	10
Information Systems	6
Data Handling Equipment, Except Computers	6
Elevators	20
Escalator	40
Meter	25
Pipe	40 (average)
Air Handling Units	25 (average)
Heat Pump	20
Chiller	25
Transformer	35
Fire Alarms	15
Cooking Areas (exhaust hood, exhaust fans, make up air unit)	15

*Note *: According to commercial buildings Good Industry Practice.*

3.3 SITE DESIGN AND CONSTRUCTION REQUIREMENTS

3.3.1 Overview

a) Developer shall be responsible for design and construction of the Project with adequate capacity to maintain the existing Site operations with minimal disruption to planned events during construction.

b) Developer shall develop the design considering:

(i) The functional and visual elements of existing buildings to produce a marketable expansion;

(ii) Synergy with the LACC Campus;

(iii) Providing users a sense of arrival and providing a visual connection to all levels;

(iv) The Project must be designed as a premier tier 1 Site; and

(v) Flexibility and adaptability of space resulting in a customer experience with intuitive wayfinding.

3.3.1.1 Outdoor Space

a) Public spaces shall compliment the exterior environment via atria, skylights, windows, balconies, terraces, and overlooks throughout. A material and color palette based on natural and native plants and dyes must be incorporated into the design.

b) Exterior spaces must "stand alone" in their ability to receive freight and boom lifts, provide access for food trucks and allow for set-up and tear down while shows are in progress in the adjacent spaces.

c) Space shall include means/path to get food service from the kitchen and be accessible by other means such as freight elevators and access from the exhibit hall.

3.3.1.2 Parking

a) Parking at the LACC consists of parking spaces in West Hall, South Hall, Venice Garage, and the west Cherry Parking Structures.

b) Parking counts will be modified to accommodate a new bus drop-off station at Pico as well as new service circulation at the new Pico lobby. Arrival sequences for West Hall garage will maintain entries on three sides of the hall.

c) Currently LACC has approximately 5,500 parking spaces devoted for LACC use. Developer shall study the existing spaces that may be impacted or lost and will agree with the City on the number of final spaces.

3.3.1.3 Loading Docks

a) Loading platform(s) shall be designed using the South Hall docks as reference. Depth of docks shall meet or exceed the South Hall dimensions. Truck maneuvering space (when accessing the dock) shall be designed to adequately accommodate large sleeper cabs with long trailers.

b) There shall be a minimum of 15 truck dock bays.

c) Truck access from the street to the loading docks must be strategically designed and arranged to accommodate prudent truck circulation to/from the dock bays. Access from the street to the loading docks shall have redundancy in the event one path (ramp) becomes blocked.

d) Ample apron space must be created adjacent to the loading dock areas to stage freight, equipment, large trash bins, empty crates, etc.

3.3.2 Existing Facilities and Open Space

3.3.2.1 Existing South Hall

a) Developer is permitted to utilize the Existing Facilities area for Non-Assignable Spaces within South Hall as shown in Exhibit 2. Any other adjustments require approval from Owner provided the area is not convention center program space, or space required to support conventions and show operations, and will be considered part of the New Facilities.

3.3.2.2 Existing West Hall

a) Developer is not permitted to utilize Existing Facilities area for Non-Assignable Spaces within West Hall.

3.3.2.3 Existing West Ramp

a) Developer shall maintain access to West Ramp until completion of temporary South Ramp.

3.3.3 Landscape Design Narrative

a) The landscape design shall integrate the Pico Passage into a continuous and cohesive outdoor environment. Paving materials and patterns shall be consistent across all three areas, ensuring visual continuity and ease of pedestrian flow.

b) Developer shall design and construct the open space to be publicly accessible with the capacity to host public and private events. Developer shall design and construct exterior space to have continuous and unique feel across the LACC Campus that

promotes pedestrian friendly movement, offers areas of respite, and can accommodate LACC Campus events.

c) The landscape shall be integrated with the existing urban fabric, by creating a seamless flow into the surroundings, yet shall be a unique and inviting space for the surrounding urban landscape.

d) Developer shall design and construct Pico Passage to align with aesthetics and functional intent as set forth in Exhibit 2 - Developer Commitments.

e) Planter drains will be provided for the landscape areas throughout the facility.

f) Developer shall protect existing landscaping not impacted within the footprint of the New Facilities and avoid unnecessary cutting, breaking or skinning roots, skinning or bruising of bark, and smothering of trees by stockpiling construction materials or excavated materials within drip lines.

g) Developer shall be responsible for prevention of erosion, puddles, or creation of soft areas in landscaping due to excessive precipitation or over installation of heads.

3.3.3.1 Pico Passage

a) Developer shall conduct an engineering analysis utilizing NFPA 502 while designing Pico Passage.

b) Pico Passage performs as a mobility hub for the convention center. The paving in the passage shall be simplified allowing the lighting to be the primary focus. There shall also be adequate space for the public and waiting riders to sit.

c) Pico Passage design shall allow for elements of public art, including but not limited to murals, creative lighting, and digital elements that can be used for graphic art, displays and wayfinding. Developer shall coordinate with Owner to facilitate the introduction of Owner procured public art in Pico Passage.

d) The passage shall maintain clear, direct and safe pedestrian path of travel along with sidewalks on both sides of the street.

e) The halls will need to span over Pico Street and align with the front wall of the existing West exhibit halls. The back of house for the expansion will also align with the South halls, but there will be an offset at the back of house to the West halls as these spaces are deeper than the south halls. Pico Passage will be located at Level 230.

f) The relocation of shuttle bus operations and staging to the Pico Passage must be designed to accommodate the anticipated demand of expanded convention center and circulations must not result in buses backing out into public streets or pedestrian paths of travel.

g) The design of Pico Passage must consider proper ventilation requirements and appropriate security measures.

h) Pico Passage design shall contain:

(i) New sidewalk;

(ii) Decorative concrete;

(iii) New asphalt lanes with concrete curb and gutter at street level;

(iv) Illuminated pathways;

(v) Street/pedestrian lighting;

(vi) New orange lot entry drive with two (2) lanes;

(vii) Parking control;

(viii) Site furnishings/vehicular control; and

(ix) New drainage as required.

i) Pico exhibit hall shall contain LED high-bay light fixtures. LED fixture shall have an aluminum reflector to reduce potential glare, increase fixture efficiency, and reduce unnecessary spill light on the underside of structure.

3.3.3.2 Design Elements Narrative

3.3.3.2.1 Site Structures

a) Site Structures as set forth in Exhibit 2 - Developer Commitments.

3.3.3.2.2 Site Furnishings

a) Site Furnishing as set forth in Exhibit 2 - Developer Commitments.

3.3.3.2.3 Paving and Architectural Concrete

a) Developer shall comply with City of Los Angeles Manuals and Standards (e.g., Street Design manual).

b) Developer shall be responsible to remove all fatty asphalt patches, grease drippings, dust, soil, grindings, and other deleterious substances from the existing pavement surface as it relates to areas impact by the Work.

c) All excavation and backfilling for the building, slabs-on-grade, walks, pavements, lawns and grasses, and utility trenches must be completed per recommendations from the geotechnical investigation report in Appendix 12 (Survey Data).

3.3.3.2.4 Public Art

a) Developer is responsible for coordinating, with the Department of Cultural Affairs, the new public art installation by others during design and construction. See Section 3.3.4.4 Public Art for further requirements.

3.3.3.2.5 Planting

a) Shade producing indigenous vegetation will create a sustainable micro-climate during the hottest months of the year for visitors and the community. Plants must be robust and low maintenance.

b) Developer shall design and construct project site landscaping to emphasize regional indigenous species and avoid invasive or allergenic species.

c) Developer shall provide planting around Buildings, except where pedestrian walkways directly about the LACC Campus

d) Developer shall provide irrigated ornamental planting: trees, shrubs and ground cover around the LACC campus.

3.3.3.2.6 Soil

a) Developer shall ensure high quality soil for the adequate growth, health and vitality of plants. The design shall include a soil cell structure which allows the growth of roots under paving without compaction, to ensure the health, age, growth, and vibrance of the planting.

3.3.3.2.7 Irrigation

a) The planting palette must ensure low-water use.

b) Developer shall design and construct a permanent automatic irrigation system for all planted areas within the Expansion Limits, with the exception of planted areas consisting of self-sufficient drought-tolerant plant species where a temporary irrigation system used only for establishing the plants in that area is permitted.

3.3.3.2.8 Signage

a) Signs should be conceived as an integral part of the Project design so as not to appear an afterthought.

b) The location, size, and appearance of signs should complement the New Facilities and should be in character with the Downtown district in which they are located.

c) Developer shall provide signage mounted to the building including electrical connections.

3.3.4 Landscape Design Specifications

3.3.4.1 Site Structures

3.3.4.1.1 Bus Shelters

a) Relocation or installation of new bus shelter and benches at bus stops within the City of Los Angeles shall be coordinated with the LABSS Coordinated Street Furniture Program.

3.3.4.2 Site Furnishings

a) Developer shall design and construct all pedestrian amenities to provide a welcoming pedestrian experience throughout the LACC Campus.

b) Site furniture shall be user-friendly and provide both an aesthetic and functional element to plaza areas.

c) Furniture shall be located so as to not impede pedestrian circulation and to allow easy access for maintenance.

d) Paving shall be continuous below site furniture.

e) Site furnishings shall be designed so as to discourage skateboarding.

3.3.4.2.1 Tree Grates

a) Tree grates shall be a recessed steel tray system that allows for paving infill that matches the adjacent architectural concrete paving system. The grates shall be removable and accommodate future tree trunk expansion.

3.3.4.2.2 Bollards

a) Bollards are to be K-Rated.

b) All removable bollards shall conform to the requirements of the LAFD Fire Marshal and shall be rated as defined by the SRA.

c) Removable bollards shall have slotted stainless steel caps to rotate open on a buried hinge. Cap to rotate shall be flush with finish grade when bollard is removed.

d) Slots in cap to be one half inch (½") maximum opening in direction of path of travel.

e) Padlocks shall be keyed alike.

3.3.4.2.3 Trash Receptacles

a) Trash Receptacles shall be tamper proof.

b) The maximum distance between receptacle locations shall be two hundred linear feet (200'), visible within a one-hundred-foot (100') radius.

c) Every exterior waste receptacle location shall have trash, compost, and recycling receptacles in accordance with LEED requirements.

d) Trash receptacles shall be surface mounted.

3.3.4.3 Paving & Architectural Concrete

3.3.4.3.1 Cast In Place Concrete

a) Developer shall provide the products and materials necessary, including reinforcement, concrete materials, curing and workability admixtures, curing materials, sealers, and integral color admixtures for site paving, walls, and curbs.

b) Concrete for all parts of the concrete work shall be homogenous, and when hardened, possess the required strength, durability, water tightness, appearance, and resistance to deterioration and abrasion.

3.3.4.3.2 Concrete with Sand-Blasted Finish

a) CIP craftsman concrete with sand blasted finish shall be used along Pico Passage.

b) Finishes to be applied to various concrete mixtures, integral color to match the other (5) non-slip large ground profile concrete paving used elsewhere on site.

3.3.4.3.3 Unit Pavers

a) Developer shall obtain unit pavers from one (1) manufacturer for the entire Project, unless otherwise directed by Owner, to avoid variation in color between different suppliers.

b) Concrete pavers shall be manufactured and supplied by a member of the Concrete Paver Institute.

c) Concrete shall meet the requirements set forth in ASTM C936, Standard Specification for Concrete Pavers.

d) Minimum average compression strength shall be 8,000 psi.

e) Truncated Domes shall be manufactured in accordance with the requirements set forth in the Americans with Disabilities Act (ADA).

f) Finishes shall be according to landscape drawings.

3.3.4.4 Public Art

3.3.4.4.1 New Artwork

a) New artwork is to be procured and installed by Owner.

b) Artwork shall be fully integrated into the development's design in accessible and visible locations.

c) Developer to coordinate with Owner on inclusion of any new artwork

3.3.4.4.2 Existing Artwork

a) Artwork in conflict with the project limit line shall be relocated to fit in within the landscape design.

b) If the existing art is inside the Crypto.com Arena center property line, the relocation needs to be coordinated with Crypto.com Arena art director. Crypto.com Arena will provide guidance on appropriate parties or approval processes required for this relocation. Developer shall follow such guidance.

3.3.4.5 Planting

3.3.4.5.1 Tree Inventory Survey

a) Developer shall conduct a survey and compile an inventory of all existing trees that may impact or be impacted by the work.

b) The tree survey and inventory report shall be conducted by a California State Licensed Arborist.

c) The tree survey shall:

   (i) Distinguish trees within the ROW, within private property, or public property.

   (ii) Identify the species and tree characteristics on plans.

   (iii) Identify whether the tree is designated for protect-in-place, removal, or relocation.

(iv) Identify trees with tree well treatments.

(v) Be submitted and approved by the AHJ prior to conducting any work that would impact existing trees.

3.3.4.5.2 Existing Landscape Protection and Pruning

a) Developer shall submit the following:

(i) Written certification by a qualified arborist that trees indicated to remain have been protected during the course of construction in accordance with recognized standards, and that where damage did occur, trees were promptly and properly treated.

(ii) Documentation of which damaged trees, if any, are incapable of retaining full growth potential and are recommended to be replaced.

(iii) Written documentation to Owner that pruning of existing trees was under the supervision of a certified arborist.

b) Existing trees that are healthy and attractive shall be preserved whenever possible.

c) All existing trees that are to remain shall be indicated on the drawings and appropriate protection shall be provided during construction.

3.3.4.5.3 Removal of Existing Trees

a) Mature trees that are removed during construction of the Project shall be relocated or replaced with a tree of similar size that is appropriate for climate conditions, a species that is low-water use and compliant with the City of Los Angeles ordinances.

b) Within the City, replacement should occur at a ratio acceptable to the Los Angeles Urban Forestry Division.

c) Tree removal within the City ROW shall require approval from LABSS, Urban Forestry Division and Board of Public Works.

d) Developer shall submit a formal request to LABSS-Urban Forestry Division.

e) Posting of proposed tree removals require a 30-day public notice prior to review and approval and/or removal of trees.

3.3.4.5.4 Plant Materials

a) Plant materials shall be first class representatives of their normal species or variety, as described in American Standard for Nursery Stock ANSI Z60.1.

b) Plants shall have typical branching systems and vigorous root systems.

c) Plants shall be free of pests and diseases, disfiguring knots, scalds, bark abrasions, or other injuries.

d) Herbaceous ground covers shall be selected to provide complete coverage within two (2) years of installation.

e) Shrubs and woody perennials used as ground cover shall be a minimum of five (5) gallon container in size.

f) All container stock shall have well-established root systems reaching to the sides of the container to maintain a firm root ball, but not with excessive root growth encircling the container.

g) Shredded bark mulch for use around trees and shrubs shall be as follows: natural, undyed, free from deleterious materials, and suitable as a top dressing of trees and shrubs.

h) Compost mulch for use around herbaceous perennials shall be as follows: well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8, moisture content 35 to 55 percent by weight, 100 percent passing through one inch (1") sieve, soluble salt content of 2 to 5 decisiemens per meter, not exceeding 0.5 percent inert contaminants, and free of substances toxic to plantings.

3.3.4.5.5 Trees

a) Required trees include specimen trees, primary trees, secondary trees, and large shrubs

b) Trees shall have straight trunks with the leader intact, undamaged and uncut unless multi-trunk trees are specified.

c) Shade trees shall be selected that produce a relatively mature canopy within four (4) to five (5) years of installation.

d) All boxed trees shall have been transplanted into their boxes for a minimum of ten (10) months.

e) Specimen Trees are trees intended for key landscape elements. They shall be a minimum of sixty-inch (60") box. Species and minimum number of these trees include twenty-five (25) Quercus englemannii and six (6) Quercus tomentella. There shall be larger, standalone specialty specimen trees to provide immediate shade on day one. These specialty specimen trees in a minimum seventy-two inch (72") box and include but are not limited to six (6) Quercus agrifolia.

f) Primary trees are trees intended as permanent elements in the landscaping, which will provide good growth and rapid appearance of maturity. A minimum of twenty-five

(25) primary trees shall be a minimum of forty-eight-inch (48") box size, as well as twenty-five (25) primary trees at a forty-two-inch (42") box trees.

g) Secondary trees are intended to be secondary elements in the landscaping, where speed of growth and resilience are less critical. There shall be a minimum of fifty (50) secondary trees at a minimum of thirty-six inch (36") box size.

h) Large shrubs are intended to fill in the site where tree canopy is prohibited due to fire lane clearance requirements. Due to this limiting factor in the tree canopy, the larger shrub shall be planted at an adequate size. A minimum of twenty (20) large shrubs shall be at a minimum of twenty-four-inch (24") box size.

3.3.4.5.6 Planting Security and Visibility

a) Developer shall design and construct landscaping to allow good visibility for personal security and to eliminate areas of concealment.

b) Planting at utility devices that require access, including fire hydrants, backflow preventers, and similar, shall be installed as to allow a minimum of three (3) feet of clear access between the edge of plant when mature and the utility element on all sides, and clear access to roads or pathway.

c) Planting at such elements shall not have thorns, shall not be bee attractants, or in any other way pose a hazard to people accessing the utility device.

3.3.4.5.7 Weed, Insects, and Pest Control

a) Developer shall submit written documentation to Owner that palm trees have been determined "disease-free" by a plant pathologist.

b) All plants shall be sourced from nurseries certified to be using CANGC best management practices for management of Phytophthora disease.

c) Prior to the installation of any weed control materials, the pest control advisor shall submit to Owner a list of the weed control materials and quantities per acre, intended for use in controlling the weed types prevalent and expected on the site.

d) The pest control advisor shall furnish data to demonstrate the compatibility of the weed control materials and methods with the intended planting and seed varieties.

e) Developer shall submit to Owner proof of required governmental permits for the use of pesticides, insecticides, and herbicides.

3.3.4.5.8 Installation of Sod

a) Developer shall thoroughly cultivate soil on all lawn areas.

b) Developer shall remove all debris and other foreign and deleterious material.

c) Developer shall ensure the finished surface is lightly rolled and free of humps, depressions, and other irregularities.

d) Developer shall water the top six inches (6") to eight inches (8") of soil until this zone has an optimum moisture content for root growth.

e) Developer shall lay the sod in rows with staggered ends neatly and tightly butted on all edges.

f) Developer shall ensure no overlap, gaps, ripples, or uneven placement of the sod.

g) Developer shall lightly roll lawn areas after sodding to ensure optimum contact with the soil.

h) Developer shall protect sodded areas by erecting temporary fences, barriers, signs, and other similar protection as necessary to prevent trampling.

i) Developer shall complete all trimming and cutting with sharp tools that are carefully fitted so the final appearance is a solid continuous lawn.

j) Developer shall mow the lawn when the sod is firmly rooted and the grass has grown to three inches (3") in height.

3.3.4.5.9 Soils and Soil Cell System

a) Planting Soil

   (i) Shall be imported, naturally formed soil from off-site sources and consisting of sandy loam soil according to USDA textures and modified to produce viable planting soil.

   (ii) Developer shall amend imported soil based on the soil test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated.

   (iii) Shall include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.

b) Soil Cells

   (i) Developer shall furnish and install soil cell system, including geotextile, geogrids, aggregates, sub-base material, backfill, drainage system, root barrier, compost, and the installation of planting soil.

   (ii) Soil Cells shall be modular, structural systems.

(iii) Each soil cell shall be structurally independent from all adjacent soil cells for incorporating utilities and other site features as well as for future repairs.

(iv) Soil cells shall be capable of supporting loads up to and including AASHTO H-20 (United States) when used in conjunction with approved pavement profiles.

(v) Soil cells shall be open on all vertical faces and horizontal planes and shall have no interior walls or diaphragms.

(vi) Soil cells shall be able capable of being filled with a variety of soil types and soils that include peds two inches (2") or larger in diameter as is appropriate for the application, location of the installation, and tree species.

(vii) Soil cells shall be capable of providing a large, contiguous, continuous volume of planting soil that does not inhibit or prevent the following:

1. Placement of planting soil;

2. Walk through compaction;

3. Compaction testing of planting soil, once in place;

4. Movement and growth of roots; or

5. Movement of water within the provided soil volume, including lateral capillary movement.

3.3.4.5.10 Irrigation System

a) Developer shall design and construct all landscaping elements and associated irrigation systems within the Site.

b) The irrigation system shall be designed to prevent overspray or run-off from the irrigation zone onto any paved surface or into any surface water drainage element.

c) Overspray or run-off into other planting zones shall be minimized.

d) The irrigation system shall be controlled automatically. Rain sensors shall be used to control the system during rain periods.

e) The irrigation system shall be timed to operate outside of the normal operating hours.

f) Developer shall implement drip systems wherever possible.

g) The automatic irrigation system shall be designed to meet the LEED v4 Requirements for Water Efficiency, Outdoor Water Use Reduction Credit WEc1: Water Efficient Landscaping.

h) All irrigation zones shall be separated by planting type and tree irrigation shall be considered a separate zone.

i) All irrigation piping shall conform to ASTM Designation: D 1785; ASTM Designation: D 3139; and ASTM Designation: D 2241; or ASTM Designation: D 2672.

j) The available water pressure shall be verified and an irrigation booster pump, if necessary, shall be provided to maintain adequate water pressure.

k) Easy access to sprinkler heads for inspection and maintenance shall be accommodated in the automatic irrigation system layout.

l) Developer shall incorporate water-efficient landscaping practices in all landscape installations.

m) Water-efficient landscaping practices shall include the use of water-efficient plants, temporary irrigation systems for plant establishment areas where mature plants will be able to survive without regular irrigation, grouping of plants according to water requirements, design of planting areas to maximize irrigation pattern efficiency, and mulch covering in planting areas.

n) Irrigation systems shall be designed to an irrigation efficiency of greater than 0.85, and overall planting and irrigation design shall not exceed the irrigation.

3.3.4.6 Exterior Mass Notification System

a) Developer shall install a Site wide exterior mass notification system (MNS) in accordance with the Technical Requirements.

b) The MNS shall include exterior speakers with sufficient volume and clarity to ensure fully audible notification with high level of speech intelligibility at all points on the Project Site.

3.3.4.7 Duress Alarm

a) Developer shall integrate in the Existing Facilities panic duress alarm system to provide an LACC Campus wide duress alarm system (the "**Duress Alarm**" or "**DA**").

b) The DA shall be a wired system, wireless systems or components shall only be used where approved by Owner.

c) DA system stations shall be placed in central areas and along pathways with specific locations as determined by Owner during the design review process.

d) The DA shall be integrated with the existing campus wide system and shall include all power, data, and construction necessary for a fully functional system.

e) The DA stations shall include alarm, two-way voice communications to LACC security staff dispatch, and a communication device system that connects the DAS to Owner's PBX system for dial-up connection.

f) DA stations shall have one (1) red button designated as "PUSH FOR HELP" and one (1) black button designated as "INFO."

g) Both buttons shall connect the user to the LACC security staff.

h) Alarm signal shall be addressable to the individual actuating station.

3.3.4.8 Integrated Pest Management

a) Developer shall design and construct the exterior aspects of the New Facilities to exclude pests, ensure that the New Facilities do not provide potential attraction or habitat for pests, and prevent damage or soiling to the Project.

b) Developer's approach to pest management, as set forth in its integrated pest management plan, should protect the environmental quality, appearance and cleanliness of the LACC Campus and facilitate inspection and monitoring of pest activities.

3.3.5 Civil Design Requirements

3.3.5.1 Functional Requirements

3.3.5.1.1 Site Work

a) All Site grading shall be designed with consideration of the Existing Facilities, LA Live and Crypto.com Arena so that landforms and grade transitions are coordinated between the LACC Campus and Site boundaries.

b) Grading operations, roadway excavation and fill construction shall be conducted by Developer in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

c) Grading shall be developed in concert with site drainage and shall meet the stormwater management requirements of AHJ.

3.3.5.1.2 Roadway Network

a) The completed roadway network shall integrate the proposed improvements and the existing roadway system in a safe and efficient manner.

b) The roadway work shall not degrade, in any manner, the performance of the roadway, as defined by the requirements of the Los Angeles Department of

Transportation (LADOT), Los Angeles Bureau of Engineering (LABOE), Los Angeles Bureau of Street Lighting (LABSL), or the AHJ.

3.3.5.1.3 Pedestrian and Bicycle Facilities

a) All accessible entrances shall, to the maximum extent practicable, coincide with those used by the majority of the general public.

   (i) Where the circulation path is different, Developer shall provide signage complying with the Americans with Disabilities Act (ADA) to indicate direction and identify the accessible entrance and accessible route.

b) Plazas shall be open, spacious, and well-lit to maximize visibility of people, buildings/structures, and parking areas.

   (i) Hiding areas shall be minimized.

   (ii) Open lines of sight to as much area as possible shall be provided.

   (iii) All pedestrian routes of travel shall be clearly defined, and shall be direct, well lit, and with good visibility.

3.3.5.1.4 Traffic Signals

a) Street traffic signal modifications and installations shall protect street intersections and provide safe vehicular movements at crossings.

b) Existing traffic signal equipment and street lighting shall be maintained in effective operation during progress of the work.

3.3.5.1.5 Street Lighting

a) Street lighting modifications and installations shall provide required levels of illumination along roadways, at intersections, within controlled drop-off locations, at bus stops and within facilities.

b) Street lighting standards of steel, aluminum or concrete are required to be shop inspected and follow LADOT standards.

3.3.5.1.6 Submittals and Quality Control

a) In addition to the submittals and quality control requirements identified elsewhere in the Contract Documents, those described below also apply.

3.3.5.1.7 Traffic Management

a) Developer shall prepare a Traffic Management Plan (TMP) that addresses the methods to be used to minimize the impacts of construction.

b) Developer shall ensure that the TMP follows all the requirements identified by the AHJ, and shall also:

   (i) Schedule construction-related travel (i.e. deliverables, hauling, and worker trips) during off-peak hours, to the maximum extent practicable.

   (ii) Coordinate the temporary lane widths permitted during construction with the AHJ.

   (iii) Develop and implement an outreach program to inform the general public about the construction process and planned roadway closures.

      1. Owner shall retain the right to request further actions to minimize public impacts or LACC event impacts.

   (iv) Include measures that minimize any potential adverse effects to pedestrian movement in the corridor and maximize pedestrian safety, to the extent feasible.

c) Developer shall provide continuous maintenance of the traffic control setup

d) A manager shall oversee all traffic control setups, maintenance, and adjustments, subject to approval by Owner.

3.3.5.1.8 Street Lighting

a) Developer shall submit preliminary street lighting plans to LABSL for power service location and confirmation.

b) The plans shall include accurate existing street lighting facilities, load details, circuit diagrams, upgrade of lighting fixtures to Light Emitting Diodes (LED), and monitoring units.

3.3.5.2 Third-Party Coordination

a) In addition to the third-party coordination requirements identified elsewhere in the Contract Documents, those described below also apply:

   (i) Site work

      1. Provide written notices to utility companies and municipal departments requesting discontinuance of services to areas that will be affected by the site clearing and grubbing work.

2. Arrange for all inspections of the work with AHJ with copy to Owner.

(ii) Roadway networks

1. Roadway design shall be coordinated with the AHJ with copy to Owner

3.3.5.3 Materials and Products

a) All materials furnished by Developer for civil work shall be new, high grade, and free from defects.

b) The following civil materials, to be placed or installed within the Site shall conform to the Greenbook, with amendments described in the Brownbook, Redbook, Bluebook or as otherwise approved by the AHJ:

(i) Site preparation materials including, but not limited to: excavations backfilling, foundations, and site repair.

(ii) Soil materials and embankments including, but not limited to: unclassified fill, engineered fill, and imported borrow.

(iii) Rock materials including, but not limited to: coarse aggregate for Portland cement concrete (PCC), asphalt concrete (AC), and aggregate base (AB) materials.

(iv) Concrete, mortar, and related materials including, but not limited to: roadways, PCC curbs, gutters, sidewalks, driveways, curb ramps with ADA compliant truncated domes, bus pads, reinforcement for concrete, median barriers, street pavement, and other miscellaneous Roadway materials.

(v) Bituminous materials including, but not limited to: paving asphalt, AC, rubberized AC, and asphalt slurry.

(vi) Striping and pavement markings including, but not limited to: painted pavement stripes, thermoplastic pavement stripes and reflective/non-reflective pavement markings.

(vii) Signage elements including, but not limited to: signs, poles, mounting brackets, and foundations.

(viii) Lighting infrastructure elements including but not limited to: pole foundations, luminaires, lamps, transformers, photoelectric controls, conduits, wiring, pull boxes, and all raceway elements necessary to install site lighting.

(ix) Materials for earthwork including, but not limited to, erosion and sediment control

(x) Signal materials including, but not limited to: poles, mast arms, signal heads, traffic signal faces, and fittings.

(xi) Signal electrical system materials including, but not limited to: controller assemblies, load switches, interface cards, detector cards, conductors, cables, detectors, circuit breakers, and pull boxes.

c) Traffic Signals

(i) Material quality control measures including but not limited to: pole types, material type, grade standards, straightness, conduit type, splicing, mast arm types, conductor types, pole foundations type, closed circuit television (CCTV) systems and connections, control cabinets, luminaries, detectors, and signal modules specifications shall conform to Section 207 and 209 of the Greenbook and Section 86 of the Caltrans Specifications.

(ii) In the City of Los Angeles, all material quality control shall conform to the latest LADOT materials specifications for traffic signal systems installations or modifications.

(iii) All Developer furnished equipment and materials for street traffic signals work shall conform to the requirements of the National Electrical Code (NEC).

(iv) Spare parts, such as blankout signs, countdown pedestrian heads, pushbuttons, and other required materials shall be provided to the agency providing maintenance as required by the AHJ.

(v) Assume five percent (5%) for signal materials supplied, shall be furnished as spare parts.

d) Traffic Control

(i) Developer, during performance of the work and Warranty Period, shall have a ready supply of all roadway traffic control equipment to accommodate breakage, loss, theft, or other reasons necessitating replacement of traffic control equipment.

3.3.5.4 Removal of Existing Facilities

a) Existing removals identified in the civil drawings, including concrete sidewalks, curbs, and street pavement, shall conform to the cutting, removals, and disposal specifications in Section 300 of the Greenbook and Brownbook, or as directed by the AHJ.

b) Any removals within the new roadway pavement footprint shall be included in the quantity of excavated roadway.

c) Signs, poles, and other civil construction related items to be salvaged shall be recycled or stored as directed by the AHJ at the final design phase.

3.3.5.5 Site Clearing and Grubbing

a) All temporary facilities shall be in place prior to commencing site clearing and grubbing.

b) Removal and disposal of materials shall be in accordance with the requirements of the AHJ.

c) Material not suitable for reuse shall be disposed off-site.

d) Burying and burning of materials on-site is not permitted.

e) Salvaged materials shall be stockpiled in a secure location.

f) Site clearing and grubbing requiring removal, storage, or replacement of street furniture including post office boxes, bus shelters, benches, light poles, and parking meters shall be coordinated with the respective Owner or city departments.

g) Survey markers, monuments, existing improvements, adjacent properties, trees, and plants designated to remain shall be protected from damage.

3.3.5.6 Earthwork

a) Civil construction earthwork, including unclassified excavation, roadway excavation, imported fill, and soil over-excavation and re-compaction, shall conform to the removals, material requirements, and placing specifications in Section 300 of the Greenbook and Brownbook, or as directed by the AHJ.

b) Excavated material shall be suitable for reuse if it is free from organic matter and other deleterious substances and is of a quality that will compact thoroughly without the presence of voids when watered and rolled.

c) Suitable material shall be conditioned for reuse and properly stockpiled for later filling operations.

d) Any fill shall be free of rocks or hard lumps exceeding three inches (3”) in the largest dimension.

e) Existing asphalt concrete pavement and aggregate base rock from surface streets may be proposed for reuse, only as compacted fill if broken up and thoroughly mixed with other suitable material.

3.3.5.7 Excavation, Removal, and Reuse of Contaminated Soil

a) If evidence of contaminated soil is found during excavation activities, sampling, testing, and characterization shall be conducted in accordance with the soil management plan.

b) Waste manifests shall be signed by Owner prior to off-site transfer of waste materials.

c) Material contaminated with hazardous chemicals or petroleum not exceeding hazardous waste levels may be suitable for reuse under Los Angeles Regional Water Quality Control Board (RWQCB-LA) Waste Discharge Requirements (WDR).

   (i) Developer shall submit a report of waste discharge permit approved by the RWQCB-LA prior to reuse of such material.

   (ii) Materials meeting the established soils reuse criteria may be incorporated into the work

3.3.5.8 Handling, Treatment, and Disposal of Contaminated Groundwater

a) Groundwater removed during construction shall be treated to remove contaminants in accordance with the AHJ prior to discharge into a storm drain or sanitary sewer.

b) Groundwater treatment and disposal shall be in accordance with the Stormwater Pollution Protection Plan (SWPPP) and Wastewater Management Plan.

3.3.5.9 Sub-grade Preparation

a) Subgrade and base preparation shall conform to the placing, compaction and grading tolerances specifications in Section 301 of the Greenbook and Brownbook.

b) Unstable or unsuitable subgrades shall be excavated by Developer and replaced with approved backfill materials.

c) Developer shall protect subgrades and foundation soils from softening by rain or groundwater accumulation.

   (i) Unprotected subgrades that soften or deteriorate shall be re-prepared at Developer's expense.

   (ii) All subgrades shall be observed and accepted by the AHJ or Owner prior to placement of mud slab or other protective course.

3.3.5.10 Surface Construction

a) Surfacing items of work, including, but not limited to, cold milling, AC pavement, and PCC pavement, shall conform to the distribution, spreading, rolling, forming, placement, finishing, and curing specifications in Section 302 of the Greenbook and Brownbook, or as specified by the AHJ.

3.3.5.11 Concrete Construction

a) PCC construction items, including pavements, curbs, gutters, sidewalks, driveways, bus pads, and curb ramps, shall conform to the forming, placing, finishing, and curing specifications in Section 303 of the Greenbook and Brownbook, or as specified by the AHJ.

3.3.5.12 Miscellaneous Construction Materials

a) Miscellaneous construction items, including curb ramp truncated domes pads and reinforcement steel for concrete, shall conform to the specifications in Sections 303 of the Greenbook and Brownbook, or as specified by the AHJ.

3.3.5.13 Striping and Pavement Markings

a) Roadway striping and pavement markings, including lane lines, stop lines, pavement arrows, legends and markers, and bicycle symbols, shall conform to the installation, painting and aligning specifications in Section 84 and Section 85 of the current Caltrans Standard Specifications and City of Los Angeles Brown Book, or as specified by the AHJ.

3.3.5.14 Signage

a) Roadway signage, including signs, poles, foundations, and mounting brackets, shall conform to the manufacturing, furnishing, and installation specifications in Section 82 of the current Caltrans Standard Specifications and City of Los Angeles Brown Book, or as specified by the AHJ.

b) For City of Los Angeles required signage, refer to LADOT Specification Section 82-044-04.

    (i) Developer shall remove, store, and reset all street signs on lighting poles, and where applicable, install new signs and mountings.

3.3.5.15 Street Parking Meters

a) Where required by the AHJ, parking meters shall be installed or relocated next to the on-street parking to be metered.

b) The work required shall include design layout and mounting poles, foundations, and meters.

c) The work shall conform to the manufacturing, furnishing, and installation requirements specified by the AHJ.

3.3.5.16 Signal Installation Requirements

a) Developer shall have all signal and electrical equipment for every signal ready before starting above-ground work or installations.

b) Installation of all signal and electrical systems shall conform to Section 307 of the Greenbook, with amendments in the Red Book, and Section 86 of the Caltrans Specifications.

3.3.5.17 Testing and Commissioning

a) Prior to placing street traffic signals in operation, Developer shall test all installed signal and electrical equipment.

   (i) Testing shall include continuity, ground insulation resistance, and functional testing

   (ii) Testing shall conform to Section 307 of the Greenbook, with amendments in the Red Book, and Section 86 of the Caltrans Specifications, or as directed by the AHJ.

3.3.6 Design Requirements

3.3.6.1 Site Work

a) Backfill

   (i) All vaults, shafts, airways, holes, pits, and other voids shall be filled with approved backfill material, as defined by the AHJ.

   (ii) No backfill shall be placed in any excavation until the AHJ has approved the construction.

   (iii) Backfill material shall be placed in a manner that prevents unbalanced horizontal loads from being applied to a newly placed structure or portion of structure, utility, or pipeline.

   (iv) Developer shall demonstrate that structures have achieved sufficient strength prior to the placement of any backfill.

b) Fill Slopes

(i) Fill shall be graded to meet elevations of existing adjoining street surfaces, private property, and surfaces immediately adjacent to the work.

3.3.6.2 Roadway Networks

a) Horizontal Alignment

(i) Geometric Requirements

1. Alignments shall be as direct as possible consistent with topography.

2. In no case shall deviation from the standards of good design practice be so great as to render operation of pedestrian and vehicular movements unsafe, or to increase materially the City of Los Angeles legal liabilities and maintenance responsibilities.

(ii) Horizontal Clearances

1. Horizontal clearances to bridge piers, abutments, sign structures, and light standards shall be as defined by the AHJ.

2. Additional horizontal clearance shall be provided where necessary to meet Sight Distance requirements.

(iii) Where provisions for sidewalks have been made, the pier, abutment, or wall shall be placed at the edge of the sidewalk nearest the property line, where feasible.

b) Paving Materials

(i) Refined coal tar sealers shall not be used for any areas subject to vehicular traffic, including both regular traffic (roads, service and loading areas, and parking), and occasional traffic (walkways, plazas, bicycle paths and landscaped areas).

(ii) Both the base and sub-base for hard vehicular paving shall have a minimum useful life of thirty-five (35) years.

(iii) Asphalt paving shall not be used for plazas.

(iv) All elements within the paved areas, including tree grates, manhole/handhole/valve covers shall be designed to accommodate traffic loading.

(v) Loading capacity shall not be limited to designated fire lanes.

(vi) Roadways, parking, service/loading zones, and all other vehicular areas shall be structurally designed to accommodate the maximum anticipated vehicle

speed, size, and frequency and withstand the maximum anticipated load from turning, stopping or starting with no rutting or buckling.

(vii) Anticipated vehicles include, but shall not be limited to: full sized buses/coaches, fully loaded fire trucks, unloaded maintenance vehicles and delivery trucks up to 14,000 lbs, ambulances, and exterior maintenance equipment such as boom elevators with weights up to 22,000 lbs.

1. Higher load requirements shall be required at any fire access or roof equipment hoisting locations.

A) All paving designs shall be based on a TI calculation determined in accordance with the AHJ.

c) Roadway Signage

(i) Developer shall provide all required signage for safe operations and wayfinding for all roadways, parking, pedestrian walkways, and bicycle paths, as defined by the AHJ.

(ii) All pavement markings and roadway signage for fire access roads shall conform to the requirements of the Los Angeles Fire Department and Los Angeles Department of Public Works, as applicable.

d) Emergency Access/Service Route Requirements

(i) Developer shall design and construct an emergency access/service route in accordance with LAFD and any AHJ as applicable.

3.3.6.3 Pedestrian and Bicycle Facilities

a) Pedestrian Walkways

(i) Parkways, or the unpaved area between the sidewalk and the curb, shall provide a continuous grade between the curb and the property line.

(ii) When pedestrian walkways are subject to traffic loading, all elements within the paved areas, including tree grates, manhole/handhole/valve covers shall be designed to accommodate traffic loading.

1. Loading capacity shall not be limited to designated fire lanes.

2. Pedestrian walkways subject to traffic loading shall be structurally designed to accommodate the maximum anticipated vehicle speed, size, and frequency and withstand the maximum anticipated load from turning, stopping or starting with no rutting or buckling.

(iii) Anticipated vehicles include, but shall not be limited to: fully loaded fire trucks, unloaded maintenance vehicles and delivery trucks up to 14,000 lbs, ambulances, and exterior maintenance equipment such as boom elevators with weights up to 22,000 lbs.

1. Higher load requirements shall be required at any fire access or roof equipment hoisting locations.

(iv) Crossings

1. Where streets cross major pedestrian paths or routes, enhanced pedestrian treatments, such as raised crosswalks or other traffic calming solutions shall be provided.

2. High visibility pedestrian crossings shall be provided with signage, lighting and LED pole mounted.

(v) Lighting

1. Pedestrian-level lighting shall be used adjacent to parking areas.

2. Roadway and sidewalk illumination measures shall be determined by the LABSL in accordance with IESNA national guidelines.

3. Any new street lighting or pedestrian lighting system built in the public ROW shall be designed to currently adopted City standards.

4. Equipment shall be tested and approved by LABSL.

5. All new lighting shall be designed to minimize glare and to minimize light impacts upon adjacent private property and shall comply with the project design features for architectural lighting and luminaires.

6. The use of mirrored or highly reflective building materials (but excluding Low-E Glass, which shall be permitted) for the exterior walls of the Work shall be minimized.

7. Architectural and/or landscape screening elements shall be incorporated into Project design to minimize off-site glare impacts.

b) Class I – Bike Path

(i) Bike paths must meet accessibility requirements unless adjacent to an adequate pedestrian facility.

(ii) Widths

1. The widths for one-way paths, paths where heavy volume is anticipated, and shoulder widths shall be as defined by the AHJ.

(iii) Bike paths shall have a minimum 2-foot-wide shoulder or separate tread way where feasible.

1. Signing or stenciling shall be provided to encourage pedestrians to use shoulders to move out of the way of faster moving bicyclists.

2. Shoulders shall be constructed of the same material as the bike path or from an all-weather material that is free of vegetation.

3. An edgeline shall be utilized when the same material is used as the bike path.

(iv) More detailed requirements for the minimum length of crest vertical curves based on stopping sight distances or minimum lateral clearance on horizontal curves can be found in Chapter 1000 of the Highway Design Manual, or as defined by the AHJ.

(v) Pavement

1. Pavement for bike paths shall maintain a smooth, well drained riding surface that is skid resistant, all-weather and free of vegetation.

2. Recommendations from the Caltrans District Materials Branch shall be pursued for pavement material and structure.

3. Minimum cross slopes for proper drainage, maximum grades, and shoulder slopes shall be as defined by the AHJ.

(vi) Crossings

1. Roadway crossings outside of those within intersections shall be safely engineered and clearly visible.

2. Bike path intersections and their approaches shall be on relatively flat grades.

(vii) Barriers

1. Fixed objects that create obstacles to unauthorized vehicles shall only be used when the hazards of unauthorized vehicle entry outweigh those posed by the obstacle themselves.

(viii) Lighting

1. Lighting shall be provided when nighttime use is expected, along sag curves, at intersections, where security is a concern and where obstacles deter unauthorized vehicle entry.

2. Daytime lighting shall be provided at underpasses or tunnels.

3. Average illumination levels shall be as defined by the AHJ.

(ix) Signs and Markings

1. Sign application and placement shall follow California MUTCD Section 9B, or as defined by the AHJ.

2. Pavement markings shall follow guidance in Section 9C of the California MUTCD, or as defined by the AHJ.

c) Class II – Bike Lane

(i) Bike lanes shall not be used on long, steep downgrades with expected speeds of thirty (30) mph or greater.

(ii) Widths

1. Bike lanes shall be five (5) feet in width when directly adjacent to curb and gutter, or as defined by the AHJ.

2. Where space permits, a width of six (6) to eight (8) feet is preferred, especially on busy arterial streets and when adjacent to parallel parking.

(iii) Signs and Markings

1. Bike lane signage shall be provided after significant intersections.

2. Directional signage shall be provided to guide bicyclists along the route.

3. When parking is prohibited adjacent to bike lanes, "NO PARKING" signage shall be provided.

4. Bike lanes with two (2) stripes shall be used to delineate parking from the bike lane.

5. Bike lane pockets between right turn lanes and through lanes shall be provided wherever available widths allow or as defined by the AHJ.

3.3.6.4 Controlled Drop-off Locations

a) Eastbound traffic located on Pico Boulevard drop-off shall be provided with appropriate signage, and access control measures to provide Owner the ability to restrict drop-off to bus traffic or to other vehicle types as determined by Owner to best serve event related demands and uses.

b) Eastbound Pico Boulevard traffic drop-off shall have the ability for vehicle traffic to exit the drop off area in either the eastbound or westbound directions.

c) Westbound traffic located on Pico Blvd drop-off shall be provided with appropriate signage, and access control measures to provide Owner the ability to restrict drop-off to bus traffic or to other vehicle types as determined by Owner to best serve event related demands and uses.

d) The existing South Hall drop-off on Figueroa Street south of Pico Blvd shall be provided with the appropriate signage to identify the ride-share location.

e) All drop-off locations are required to drop passengers onto a raised curb.

3.3.6.5 Trash/Recycling Handling Yards, Service Areas and Loading Zones

a) Developer shall design and construct exterior non-assignable spaces for trash/recycling handling yards, service areas and loading zones that allow freight trucks to access the exhibit hall levels and serve both the South Hall and West Halls.

b) Such exterior non-assignable spaces shall be planned and laid out to facilitate anticipated usage patterns and shall be placed such that use does not interfere with pedestrian, bicycle or vehicular traffic flow or safety or LACC event activity.

c) Freight access shall be maintained throughout construction and shall not be removed without approval from Owner.

d) Particular attention shall be paid to vehicle maneuvering and reversing. On street loading shall not be permitted.

e) Trash/recycling handling yards, service areas and loading zones must be large enough to accommodate trucks and trailers as needed, such that vehicles do not encroach into traffic lanes or emergency access lanes.

f) Service areas and loading zones shall be located away from New Facilities entries, prominent pedestrian pathways and open space, and appropriate visual screening, such as landforms or landscaping, shall be used.

g) Developer shall ensure that all trash/recycling handling yards, service areas and loading zones will be contained and provided with means to minimize risk of spillage and contamination of buildings stormwater and sewer drainage, allowing for all necessary water bund and hazardous material handling procedures as required.

3.4 SITE INFRASTRUCTURE AND UTILITIES

a) Developer shall design and construct the Site infrastructure and utilities in accordance with the requirements of Section 3.4 Site Infrastructure and Utilities.

3.4.1 Facility Services Design and Screening

a) The location and use of LACC Campus services and Utilities shall not create visual or safety impacts or impede circulation and all Utility Devices shall be screened from Users' sight, unless otherwise required by the AHJ.

3.4.2 Permanent Utilities

3.4.2.1 General Requirements

a) All Utilities within the Site, all infrastructure, and all modifications to Existing Facilities infrastructure resulting from Work, shall be designed and installed to accommodate the required capacity of the LACC Campus.

b) Developer shall engage with all service authorities to establish the project requirements, liaise with the authorities to develop infrastructure solutions to service the Project.

c) Developer shall include the costs of all capital works for new infrastructure, alteration, augmentation, re-direction or works to existing services such as diversions and the like.

d) Developer shall include all authority and other associated fees and charges as part of the Project.

e) Developer shall be responsible to design and implement utility metering according to Project drawings and:

   (i) All Utility services shall be provided with meters between Existing and New Facilities to allow for the tracking and monitoring facility energy usage separate from one another.

   (ii) Meters shall be Revenue Grade with accuracy of 0.2% or better.

   (iii) Any new building connections must be metered into the existing systems.

   (iv) All meters shall be recorded at least every 15 minutes and reported at least hourly, daily, monthly and annually.

   (v) The system shall be capable of maintaining all data collected for a minimum of 120 months.

(vi) Developer shall ensure the meters are accurate and calibrated to the manufacturer's recommendations.

(vii) Measurement devices shall be installed at common energy interface locations, battery storage, on/off-site renewable and Central Utility Plant (CUP) level to enable Owner to analyze and verify energy efficiency thoroughly at the campus level.

(viii) All electrical meters shall be connected to the power monitoring system as detailed in Section 3.7.1.12 Power Monitoring and Metering System and shall be capable of continuous reporting.

(ix) All meters shall be connected to the BMS via centralized single connection to be provided by power monitoring system.

(x) For volume-based utility services, meters shall measure volume, flow and pressure. For electricity, meters shall measure phase volts, phase currents, neutral currents, ground currents, power consumption kWh, adjustable power demand kW, kVA & kVAR, power factor, and peak loads. For chilled water, meter shall measure volume, flow, pressure, supply and return temperature, total power (Btu) consumption and peak demand.

3.4.2.2 Utility Devices

a) **"Utility Devices"** means any device or equipment that forms part of the Utility system, such as backflow preventers, transformers, fire hydrants, meters, etc.

b) The design, placement and configuration of all Utility Devices shall be in accordance with the requirements of the relevant standards and AHJ requirements.

c) Utility Devices shall be designed as integral elements of the overall design, reside within the building footprint, and be visually screened by architectural or landscape screening (e.g. within service yards) to minimize visual impacts or circulation conflicts for Users. Screening or location shall not impair the Utility Device's function, access, or maintainability. Screening shall not be used for fire protection devices requiring high visibility.

d) Above grade Utility Devices shall be set on concrete pads as required by code or serving utility.

e) The locations of Utility Devices shall be integrated into the building and landscape design concept.

f) Utility Devices shall not be allowed near main entrances to a building unless required by the respective AHJ or approved by Owner.

g) A minimum setback of three (3) feet is required for all Utility Devices located behind a curb so as to avoid vehicle impact. In the event that such Utility Devices are

exposed to damage or vehicle impact, protection for such elements shall be provided as required by the relevant AHJ codes and regulations.

h) All above grade Utility Devices shall be painted, coated, or concealed as recommended by the manufacturer to protect them from corrosion and to minimize their visual presence. Specific paint or coating shall be subject to Owner's review and shall be consistent with Owner's practices.

3.4.2.3 Alignment

a) Where possible, all utility infrastructure shall be generally oriented to align with roadways or other corridors so as to not create conflicts or impediments to future construction. Corridors shall be planned to allow for adequate space for maintenance and future lateral connections from individual projects.

b) Unless otherwise required by applicable Law, separation between water lines and other Utilities shall never be less than one (1) foot.

3.4.2.4 Coordination of Utility Routing

a) As part of the construction documents Developer shall prepare a composite Utility plan depicting all Site Utilities for coordination purposes **("Composite Utility Plan")**. The Composite Utility Plan shall at a minimum identify key crossings, clearances between parallel lines, and locations of junction structures, and identify all vaults, boxes, or other appurtenances that might impact Site development.

b) All underground Utilities shall be identified to help prevent accidental damage during excavation and to facilitate locating Utilities in the future.

c) Developer shall provide detectable warning tape for all underground Utilities (chilled water, domestic water, sanitary sewer, gas, stormwater sewer, electrical and telecommunication).

d) Such detectable warning tape shall be permanent, bright colored, continuous printed plastic tape, intended for direct burial service; not less than six inches (6") wide by four (4) mils thick.

e) Developer shall provide color coding appropriate to the utility with black printing reading "CAUTION (insert applicable Utility) BURIED BELOW". The tape shall be installed directly over the pipe, eighteen inches (18") to twenty-four inches (24") above the top of pipe.

f) For concrete-encased high voltage electrical duct banks, Developer shall provide one (1) warning tape for each twelve-inch (12") width of concrete duct bank or fraction thereof, should requirements of the Utility Owner be more onerous, Developer shall comply with Utility Owner's requirements.

g) All piping shall be tested and inspected in accordance with AWWA standards and applicable codes. Piping for fire protection shall be tested in accordance with the AHJ's requirements and the NFPA 24 and NFPA 13.

h) All piping utilized for the potable water system shall be disinfected and tested for bacteriological contamination prior to being put into service.

i) All underground piping and fitting materials shall be suitable for the local geotechnical conditions as well as the acidity of the local soil.

j) Backfill materials shall comply with the backfill requirements of the geotechnical report be granular in the vicinity of the pipe and non-expansive soils for the balance of backfill. Pea gravel is not an acceptable trench backfill material.

k) Trench excavation and backfill shall be such that water will not be allowed to follow the excavation beneath buildings.

l) A plug of impermeable material shall be placed at locations where trenches cross into areas of pavement or beneath building slabs. The plug shall be at least two (2) feet in the direction of the trench and shall consist of either controlled density fill or non-corrosive native soil.

3.4.3 Utility Shutdown Times

a) In the event a Utility shutdown that affects the Existing Facilities is required, Developer must obtain approval from Owner prior to shutdown. Owner may withhold approval should the shutdown affect an event as identified in Exhibit 20 - LACC Events Schedule.

b) Developer shall categorize shutdowns as "Minor" (less than or equal to 8 hours in duration) and "Major" (greater than 8 hours in duration). All Minor and Major shutdown requests must be accompanied by a Critical Works Plan (CWP) outlining the Works in sufficient detail for Owner to coordinate the activities with the ongoing operational needs.

c) The CWP's shall be coordinated with the failure mode effects analysis (FMEA) to assess the potential risks associated with each shutdown, including duration and the impact on facility operations. This analysis, along with the CWP, must clearly articulate the risks and mitigation measures to Owner for review prior to Minor and Major shutdowns.

d) Developer shall ensure that the LACC Campus (all affected assets) will have emergency power during any power Utility shutdown as required by applicable Law.

3.4.4 Water

a) Developer shall design and construct the New Facilities to be serviced by a potable water system in accordance with the following requirements:

(i) Site water mains shall be installed according to City of Los Angeles requirements. Fire flows shall meet Los Angeles City Fire Code (LAFC) chapter 5, section 507 and in accordance with the requirements of the AHJ and applicable Codes and Standards.

(ii) A water meter and pressure-reducing backflow preventer assembly shall be provided at each location where new on-site water mains connect to LADWP water mains in the street. All connections, meter and backflow preventers shall be installed in accordance with the requirements of the AHJ and applicable Codes and Standards.

(iii) Replacement and increased sizing of existing LADWP water mains shall be undertaken as required to provide water supply to the Site. New mains shall tie into existing mains that are of equal or larger diameter than the replacement mains. Developer shall submit design documents to LADWP for review and approval with sufficient time to allow replacement and increased sizing of existing water supply main as necessary.

3.4.5 Stormwater

3.4.5.1 Functional Requirements

a) Drainage facilities shall be permanent and designed to conform to the Codes and Standards approved by the City Engineer.

b) Permanent drainage facilities, including conduit, lined open channels, storage basins, pump station, and appurtenant structures must conform to the materials and methods of construction indicated in the Standard Specifications for Public Works Construction.

3.4.5.2 Submittals and Quality Control

a) In addition to the submittals requirements identified in the Contract Documents, those described in the subsections below also apply.

b) Developer shall submit Grading and Drainage Plans and specifications for Owner review prior to issuance of a building/grading permit.

(i) Stormwater management best management practices (BMPs) and low impact development (LID) features shall be incorporated where applicable.

(ii) BMPs that require a plumbing permit shall be submitted to Owner for review; including, but not limited to:

1. Grease traps

2. Sump pumps; and

3. Clarifiers

(iii) Developer shall submit the following to Owner for review when applicable:

1. LID plans and report

2. Manufacturer product specifications for BMPs; and

3. Draft Covenant and Agreement with an Operation & Maintenance Plan

(iv) If an infiltration BMP is chosen for treatment control, Developer shall submit to Owner for review a soils report that addresses the feasibility of infiltration.

(v) Developer shall submit a Drainage Report to Owner for review.

1. Stormwater management calculations that address water quality and quantity requirements shall be incorporated where applicable.

2. LID calculations shall be incorporated where applicable.

3.4.5.2.1 Third-Party Coordination

a) In addition to the third-party coordination requirements identified elsewhere in these Technical Requirements, those described in the subsection below also apply:

(i) If required, Developer shall provide stormwater mitigation measures and refer applicable projects to Owner for review

(ii) Developer shall provide a copy of the clearance worksheet from LADBS that identifies all the outstanding approvals to Owner.

1. Stormwater collection and management shall be coordinated with the AHJ; including, but not limited to:

2. LABOE

3. Los Angeles Bureau of Sanitation

4. Los Angeles County Department of Public Works

5. Los Angeles County Flood Control District

6. RWQCB-LA

7. State Water Resource Control Board (SWRCB)

8. California Environmental Protection Agency (CalEPA)

9. United States Environmental Protection Agency (EPA)

3.4.5.3 Materials and Products

a) All furnished materials by the Developer for the stormwater collection and management work shall be new, high grade, and free from defects.

b) Stormwater collection materials to be placed or installed within the City shall conform to the jurisdiction material specifications and tolerances specified in Section 200 of the Standard Specifications for Public Works Construction Greenbook or Brownbook, or as otherwise approved by AHJ representative. These include:

   (i) Soil materials and embankments, including but not limited to, unclassified fill, engineered fill, and imported borrow.

   (ii) Rock materials including, but not limited to, bedding materials.

   (iii) Concrete, mortar, and related materials including, but limited to, catch basins, junction structures, and manholes.

   (iv) Pipe materials

   (v) Other miscellaneous stormwater collection and management materials including, but not limited to, gratings, manhole and catch basin covers.

c) Materials quality control measures including, but not limited to, quality requirements for drainage pipe and appurtenances shall conform to Section 4 and Part 2 of the Greenbook or Brownbook, or as required by the AHJ.

d) All materials shall conform to the latest City approved products as identified on city website: https://apps.engineering.lacity.gov/apm/menu.cfm.

3.4.5.4 Construction and Installation

3.4.5.4.1 Underground Conduit Construction

a) Underground conduit construction, including pipe and bedding, maintenance holes, grates, covers, and other stormwater facilities shall conform to specifications in Section 306 of the Greenbook or Brownbook, or as directed by the AHJ.

3.4.5.4.2 Notice of Intent, Stormwater Pollution Protection Plan, and General Permit

a) Developer shall assist Owner in preparing and filing a notice of intent (NOI) form on the SWRCB Stormwater Multi-application and Report Tracking System (SMARTS) website.

   (i) Developer shall provide a Waste Discharge Identification Number (WDID) to the LADBS as proof of submitting the NOI, when applicable.

b) Developer shall prepare a Stormwater Pollution Protection Plan (SWPPP) in accordance with the construction general permit requirements that includes control practices for the following:

   (i) Specific mandatory practices that must be implemented, as specified by the AHJ

   (ii) Alternative mandatory practices selected from a list that best fits the means, methods, and sequence of construction in a manner consistent with the Construction General Permit.

c) Developer shall implement a SWPPP in accordance with the Construction General Permit requirements.

   (i) Developer shall assume the sole, complete, and continuous responsibility for the conditions at the Site during construction

   (ii) Developer shall fully comply with all requirements, terms, and conditions in the NOI and Construction General Permit and shall implement the SWPPP.

3.4.5.4.3 Wet Weather Erosion Control Plan

a) Developer shall provide a copy of the Wet Weather Erosion Control Plan (WWECP) to Owner whenever it appears that the Site will be subject to earthwork or grading between October 1st and April 15th.

3.4.5.5 Testing and Commissioning

a) Testing

   (i) Testing of underground conduits shall conform to Section 306 of the Greenbook for work in public streets.

   (ii) Testing of products installed on State property shall be performed in accordance with the Caltrans Standard Specifications.

b) Storm Drainage Field Control

   (i) Developer shall:

      1. Not cover products to be buried, and not paint products to be painted until inspecting, testing, and acceptance of those products has occurred.

      2. Test installed drain lines by filling lines with water and applying four (4) psi hydrostatic pressure to lines in presence of an inspector.

      3. Inspect pressurized lines for leaky joints.

4. Test sump pump discharge lines by filling lines with water and applying a hydrostatic pressure of fifty (50) psi greater than the maximum head pressure for thirty (30) minutes.

    A) Air pressure tests instead of hydrostatic tests will not be accepted.

5. Perform pipe coating inspections

6. Complete insulating flange resistance tests

7. Complete pipe continuity tests

8. Clean each drain and main drain pipe after permanent sump pumps are installed and tested

    A) Clean entire length of main by using a pipe-cleaning pig, or equivalent of appropriate size.

    B) After cleaning, verify that water flows from drain to sumps for each line.

c) Commissioning

    (i) Developer shall oversee and administer dye tests to confirm flaws as requested during commissioning.

3.4.5.6 Design Requirements

a) The capital flood, defined as the runoff produced by a 50-year design storm falling on a saturated watershed, with the additional effects of fires and erosion under certain conditions, is required for the following facilities:

    (i) Natural watercourses;

    (ii) Floodways;

    (iii) Natural depressions or sumps;

    (iv) Culverts; and

    (v) Tributary areas subject to burning

b) All drainage areas not covered under capital flood protection must meet the urban flood level of protection. This requires that a 25-year design storm falling on a saturated watershed be contained within the limits of the property lines.

(i) If this capacity is exceeded, the flow should be split between sub-surface drainage, sized for a 10-year design storm, and the remaining flow conveyed at street-level for the 25-year storm.

c) When surface drainage is replaced by a sub-surface drainage system, the total capacity, sub-surface and surface, must equal or exceed the original surface capacity.

(i) Standards for levels of protection may also need modification if the receiving system has limited capacity.

3.4.5.6.1 Use of Existing Storm Drains

a) Existing drainage facilities that meet present standards for a permanent installation and are structurally sound shall be kept in service.

b) Existing drains that interfere with the development of property or are incompatible with the proposed storm drain shall be removed.

c) Portions of existing drains that only partially interfere with proposed construction shall be removed, the ends of the remaining portions sealed, and the drain abandoned in place, provided this would create no hazard or nuisance.

d) Existing storm drains that are structurally sound but of inadequate capacity shall be kept intact, if practicable, by intercepting surface overflow upstream, or by providing additional storm drain capacity by flow interchanges with relief drains.

3.4.5.6.2 Stormwater Management Requirements

a) Developer shall comply with the City's Low Impact Development (LID) Ordinance (Appendix A of the Low Impact Development Handbook), and shall retain one hundred percent (100%) of the SWQDv on-site through infiltration, evapotranspiration, stormwater runoff harvest and use, or a combination thereof unless it is demonstrated to Owner's satisfaction that it is infeasible to do so.

b) To meet these requirements, Developer shall:

(i) Conduct a site assessment and identify design considerations, including determining the feasibility of on-site infiltration.

(ii) Apply site-specific source control measures.

(iii) Implement stormwater quality control measures.

(iv) Implement alternative compliance measures, if necessary.

(v) Develop a Stormwater Maintenance Plan.

c) Developer shall design and construct a stormwater management system at the Site in accordance with the following requirements:

(i) All stormwater management systems shall be designed according to the City's standards in accordance with the requirements of the AHJ and applicable Codes and Standards.

(ii) Site drainage shall be designed according to the City's LID Manual, and the Development BMP Handbook.

(iii) Storm intensity shall be based on the Los Angeles County Hydrology Manual, which uses the Modified Rational Method based on a design storm defined by a time-intensity relationship and a spatial precipitation pattern.

(iv) Infiltration or onsite capture and reuse shall be used to comply with the City's LID Manual, including the hydrodynamic separators as potential pretreatment. Rainwater runoff storage shall be treated on-site and discharged from site appropriately.

(v) If onsite capture and reuse is used as part of the stormwater management system, the system shall be coordinated to connect to a future recycled water treatment system and piping network defined in Section 3.1.5.5 Reclaimed Water.

(vi) Where the Construction Work impacts the stormwater management system of the Existing Facilities, Developer shall ensure that the Existing Facilities are served by a stormwater management system that is compliant with the Technical Requirements and is in accordance with the requirements of the AHJ and applicable Codes and Standards.

d) Developer shall consider the requirements of the LEED Rainwater Management Credit when designing and constructing the stormwater management system.

3.4.6 Sanitary Sewer

a) Developer shall design and construct the New Facilities to be serviced by a sanitary sewer system in accordance with the following requirements:

(i) Developer shall construct sanitary sewer mains and service laterals to convey flows collected and discharged from the Site.

(ii) Developer shall complete an assessment of the capacity of the Existing Facilities wastewater network capacity. This assessment shall consider the impact of the proposed expansion and any future expansion allowing spare capacity as indicated below. Any upgrade works plans required as a product of this assessment shall be developed in collaboration with LADWP and the AHJ.

(iii) Review and approval from the AHJ is required for any modifications to existing sewer laterals or new sanitary sewer connections. Developer shall submit design documents to the AHJ for review and approval with sufficient time to allow replacement and increased sizing of existing sanitary sewer as necessary.

3.4.6.1 General Requirements

a) Developer shall design and construct a sanitary sewer system to adequately support the needs of the Project in accordance with the requirements of Section 3.4.6 Sanitary Sewer.

(i) The sanitary sewer system point of connection shall be determined by the Developer and in accordance with the requirements of the AHJ and applicable Codes and Standards. All connections shall retain at least twenty-five percent (25%) spare capacity in the overall system

(ii) Where the sanitary sewer system connects to the Existing Facilities sanitary sewer piping, the point of connection shall retain at least twenty-five percent (25%) spare capacity in the overall system as indicated above.

(iii) The design and installation of this service shall comply with the relevant statues and codes of the AHJ.

(iv) All sewer lateral lines shall be designed and installed to comply with the design criteria and requirements of the AHJ, relevant statues and Codes and Standards.

(v) Where an existing sewer main is to be extended, Developer shall remove the existing plug, cleanout or rodding inlet and install a manhole. The main may be extended without the installation of a manhole only if the new sewer section is on the same line and grade, the pipe size and material are the same.

(vi) Sanitary sewer manholes shall be placed in locations congruent to align with roadway or alley intersections.

(vii) Connections to trunk sewers shall be made so that the invert grade of the new main will be no lower than the crown of the trunk sewer.

(viii) Where laterals are the same size as the main, connection must be made with a manhole. All connections to the main shall have a cleanout.

(ix) Construction of sewer force mains shall conform to applicable statutes and Codes and Standards for water mains. Any sewer force mains shall be laid with a constant slope toward the pump station to allow for complete draining of the pipeline. Locator boxes shall be placed at every horizontal change in alignment

or a maximum of every five hundred (500) feet. Boxes shall conform to valve box requirements with the lids clearly marked "SEWER."

(x) Horizontal and vertical separation from potable water lines must conform to the State of California, Department of Health Services, "Criteria for the Separation of Water and Sanitary Sewer" and with the requirements of the AHJ.

(xi) The following pipe materials for sewer infrastructure are permitted:

1. SDR 35 PVC with gasketed bell and spigot joints;

2. RCP with gasketed bell and spigot joints; or

3. HDPE DR-17 with electrofusion joints.

(xii) Any alternative materials shall be proposed to the Owner for approval and only utilized if approved. For alternative materials, Developer shall demonstrate the performance and life expectancy of the alternative, based upon successful use track record, is equal or superior as the material listed above.

(xiii) In general, sewer mains shall be designed in straight street sections to run parallel to the street centerline. All mains must have a minimum clearance of five (5) feet from all buildings.

(xiv) In curved streets, design of the sewer alignment to be generally on one side of the centerline to allow installation of other Utilities without using transverse crossings. The alignment of sewer mains shall not be within one (1) foot from the back of curb.

(xv) Vertical curves or bend fittings in gravity sewer mains are not allowed.

(xvi) A manhole is required at every horizontal or vertical change in alignment.

3.4.7 Central Utility Plant

3.4.7.1 General Requirements

a) The new Central Utility Plant (CUP) shall allow for ease of changeover from the existing central utility plant for uninterrupted provision of services. This is to be detailed in the Services Infrastructure Integration Staging Plan.

b) The CUP shall include the following:

(i) Chilled water plant

(ii) Heating hot water plant

(iii) Domestic water entrance and boosting station

(iv) Medium voltage infrastructure

(v) Medium voltage to 600V unit substations

(vi) 600V electrical distribution equipment.

3.4.7.2 Infrastructure Integration Staging Plan

a) Developer shall produce a Services Infrastructure Integration Staging Plan that describes how the existing systems will be replaced or upgraded and connected to the new systems. The plan shall aim for uninterrupted provision of services, with consideration made for duration and scheduling of shutdowns.

b) The Services Infrastructure Integration Staging Plan shall inform the Critical Works Plan.

3.4.8 Mechanical Systems

3.4.8.1 General

a) The CUP mechanical systems shall be designed to meet the peak coincident cooling and heating loads for all conditioned spaces operating simultaneously. The systems must also be capable of providing simultaneous heating and cooling to different areas where this is likely to occur. Developer shall apply appropriate load diversity following consultation with Owner.

b) Not used.

c) The design shall accommodate heat loads generated by exhibit and production lighting and equipment.

d) Where mechanical plant is located above ground solutions shall involve careful consideration to eliminate water leakage, including stormwater in open plant areas.

e) Mechanical plant shall not be located over critical spaces such as switchrooms, server/communications/AV rooms or the like unless unavoidable and approved by Owner through design development.

f) Should the design utilize cooling towers, evaporative condensers or fluid coolers for heat rejection, they shall be in an open and elevated area. The plume shall not cause nuisance or hazard to thoroughfare or public realm spaces.

g) Cooling tower installations shall have no adverse impact on public realm spaces and any anticipated recirculation effects shall be minimized so far-as-is-reasonably practicable by the tower selection and location with respect to the public realm. To demonstrate compliance, a computational fluid dynamic analysis shall be undertaken by a specialist in the field.

h) Cooling towers shall be constructed of galvanized steel with stainless steel hot and cold water basins.

i) Water consumption from cooling towers shall be metered in accordance with the LEED requirements as a minimum.

3.4.8.2 Heating

a) Heat generation shall be provided by two separate air source heat pump systems (ASHP), each producing heating and domestic hot water respectively.

b) Each heat pump system shall be coupled with its own circulating pump and buffer vessel. This installation shall have sufficient water volume to prevent excessive cycling of heat pumps.

c) The ASHP systems shall be controlled via volt free inputs and outputs into the BMS system. An error signal shall alert the BMS through the interrogation of the integral system control unit. The system flow and return temperatures shall also be monitored through the BMS.

d) Low global warming potential refrigerants shall be used in all heating and cooling systems, i.e. A2L refrigerants.

e) All refrigerant installations shall comply with the safety requirements of ASHRAE 15.

f) Developer shall provide all necessary pressurization, make up and expansion equipment associated with the heat pump installation.

g) Developer shall ensure all minimum access and air circulation requirements are met for the ASHPs in order to maintain optimal efficiency.

h) Developer shall ensure all heat pumps are adequately drained of condensation and moisture to prevent pooling of water and slip/trips.

3.4.8.3 Ambient Temperature Design Criteria

a) The criteria proposed shall meet or exceed the 0.4% conditions for cooling, evaporation and dehumidification and 99.6% condition for heating as prescribed in ASHRAE Fundamentals 2017 for Los Angeles / USC Campus Downtown.

b) The ambient design criteria shall address the following:

   (i) Ambient conditions which all mechanical services and systems shall achieve full load performance

   (ii) Extreme ambient conditions under which all mechanical services and systems shall operate

(iii) Design ambient conditions for heat rejection equipment

3.4.8.4 Central Plant Load

a) Developer is responsible for the calculation of both the peak and low heating and cooling loads of the LACC Campus for substantiation of proposed equipment sizing and arrangement.

b) The heating hot water plant shall have an allowance for cold building warm up and this figure shall be determined by Developer and submitted to Owner for approval. The allowance shall not be less than an additional 15% of the calculated heating load

3.4.8.5 Sustainability and Energy Efficiency

a) Chillers and heat pumps shall be certified to AHRI 550/590

b) Heat rejection equipment shall be tested and certified to the test procedures described in ASHRAE 90.1.

c) The refrigerants utilized shall be selected to achieve the LEED points offered for Enhanced Refrigerant Management.

d) All heat pump and chiller efficiencies shall exceed the minimum energy efficiency requirements of the current version of the California Energy Code.

e) Developer shall investigate the potential to utilize the LADWP Custom Performance Program (CPP) credits.

3.4.8.6 Acoustics (Mechanical Systems)

a) All mechanical systems shall comply with Section 3.5.3 Acoustic Performance Requirements for background noise levels.

b) Vibration isolation of plant and equipment shall be designed and specified to ensure compliance with the design criteria.

3.4.8.7 Future flexibility

a) Developer shall consider the future need to tie-in to pipework. Isolation valves shall be provided on all branches to ensure that any future tie-ins will not cause major disruption. This shall be submitted to Owner for review.

3.4.8.8 Architectural Requirements

a) The CUP room shall meet all statutory requirements and regulations.

b) Plant room design shall consider the full lifecycle, including operation, maintenance and removal of plant and equipment. Adequate circulation is to be provided to allow for the safe removal of equipment components (such as motors).

c) Architectural finishes, materials and color palettes utilized in the design and construction of the new central utility plant shall harmonize with materials and finishes used on the LACC Campus.

3.4.9 Electrical Systems

3.4.9.1 General

a) Developer shall design and construct all infrastructure required for an electrical power distribution system that adequately supports the needs of the Project in accordance with the requirements set out in this section.

b) Developer shall undertake review of the existing electrical infrastructure inclusive of the LADWP supplies, their capacity, the existing load and the addition of the new load. This review shall include:

   (i) An assessment of how the existing LADWP and LACC Campus electrical infrastructure is configured and the load / area that is served by each electrical supply.

   (ii) And inform a power continuity plan for the design and all stages of construction.

   (iii) Identification of any early or enabling works required to ensure all substations, generators and the like are suitable for continuous operation, including but not limited to incoming supplies, outgoing supplies, fuel supplies, exhaust and access.

c) Developer shall provide emergency and standby power sources or generators as specified and as required by applicable code to serve those functions of the New Facilities classified as emergency systems, legally required systems, or those identified through the FMEA or requested by Owner in Section 3.7 Facility Systems.

d) The inclusion of the New Facilities on the LACC Campus's electrical system shall not adversely affect the ability of the overall electrical system to support the LACC Campus.

e) Shutdown times for the electrical distribution network affecting the Existing Facilities shall be in compliance with Section 3.4.3 Utility Shutdown Times of the Technical Requirements.

f) The use of aluminum busbars is prohibited unless otherwise approved by Owner.

g) The use of aluminum conductors is prohibited other than expressly noted within Section 3.7.6.10 Minimum Materials Standards.

3.4.9.2 Power Supply Security and Redundancy

a) Developer shall undertake an FMEA that assesses the power supply security of the facility.

b) The FMEA shall include analysis of the HV, MV and LV systems, the presence, size, configuration of generators and uninterruptible power supply (UPS).

c) The FMEA shall be provided with an accompanying report to substantiate the electrical design and configuration of the primary supply and plant configuration.

3.4.9.3 Electrical Load Classification

a) Developer shall ensure the load types and descriptions below are used to develop the electrical design and ensure the correct configuration of the electrical network that supports and supplies these loads in compliance with the NFPA 70 and the AHJ.

Table 3.4.9.3: Electrical Load Classification

Load Type	Description	Example	Generator Backup
Normal	Loads not critical to operation	General lighting and power (except as noted in the power section)	No
Stand-by Power (Optional)	Power that aids in operational convenience, but not critical or related to life safety	IT/Telecommunications Systems, Food Service Walk-In Freezers/Coolers	Yes
Stand-by Power (Legally Required)	Power critical to operation that is not categorized as life safety	Server rooms, communication equipment, smoke exhaust, vertical transportation	Yes
Emergency Power (Life Safety Loads)	Loads that are essential for safety of human life	Fire detection systems, fire jacking pumps, Alarm systems	Yes

3.4.9.4 System Flexibility

a) Developer shall ensure that any future tie-ins will not cause major disruption to the existing electrical infrastructure.

3.4.9.5 Redundancy, Spare Capacity and Growth Allowance

a) The redundancy nominated below are the minimum requirements.

Table 3.4.9.5: Redundancy, Spare Capacity and Growth Allowance

Item	Minimum Redundancy	Installed Spare Ampacity	Growth Allowance	Load Type
Consumer mains	Dual feeders (redundant)	25%	-	Normal
Transformers	N	25%	-	Various
Main Switchboards	N	25%	25% Prepared Space	Various
Generators	N (provide an additional connection point for second generator)	25%	-	Emergency
Switchboards	N	25%	25% Prepared Space	Various
Distribution Panels and Panelboards	N	25%	25% Prepared Space	Various
Cable Containment	N (Note 1)	25%	Note 1	
Uninterruptable Power Supply (UPS)	N	20%	-	Critical

Note 1: Separate cable duct or tray is required where an existing form of containment does not provide effective spare capacity.

3.4.9.6 Electrical Load – Maximum Demand

a) Developer is responsible for the calculation of the electrical load of the LACC Campus, inclusive of the new works, existing buildings, and modernization works. The calculated load shall be used to substantiate the proposed equipment sizing and arrangement.

b) The power supplies within the Site shall have a minimum of twenty-five percent (25%) additional capacity.

3.4.9.6.1 Site Power Supply

a) Developer's coordination with LADWP shall address the following:

(i) Access requirements for transformer stations near areas of expansion scope, including the below grade vaults near the northwest corner of South Hall adjacent to Pico Blvd.

(ii) The ability and willingness of LADWP to provide auto throwover between dual primaries.

(iii) Dimensional and clearance requirements of LADWP switchgear.

(iv) Available fault current value at point of service.

(v) Applicable rate structure for basis of design as well as other options potentially warranting further review.

(vi) LADWP load capacities within nearby and available infrastructure.

(vii) Maintaining access to existing LADWP transformer and switchgear vaults in the West Hall parking garage.

(viii) Relocating existing duct banks and manholes interconnecting LADWP facilities on the LACC Campus.

3.4.9.7 Exterior Lighting and Infrastructure

3.4.9.7.1 Exterior Lighting

a) The exterior lighting shall consist of the following systems:

(i) Lighting control system.

(ii) Surface mounted exterior fittings on exposed structural elements for pedestrian movement and security.

(iii) Architectural lighting to the main pedestrian and traffic routes to the plaza and concourse areas.

(iv) Thematic lighting to architectural elements such as roof structure inclusive of RGBW LED lighting with DMX over ethernet control.

(v) Exposed fittings mounted on the stand structure.

b) Developer shall, in accordance with the following requirements, design and construct a safe and sustainable exterior lighting, and associated infrastructure that accommodates pedestrians and nighttime circulation, and that integrates aesthetically with the LA Live Campus lighting.

c) Developer shall prepare an exterior lighting system design that is fully compliant with the exterior lighting requirements set forth in Section 3.4.9.7.1 Exterior Lighting.

d) Developer shall comply with the following requirements as a minimum.

Exterior Lighting	
SL1	**Road and Service Lighting:** to meet LADOT requirements.
SL2	**Parking Lighting:** Lighting levels shall be a minimum of 1 FC, with a uniformity ratio of 6:1 or better in accordance with IESNA recommended design practice. Lighting may be reduced to 0.5 FC between 1:00 a.m. and 6:00 a.m., provided adaptive lighting is used to increase lighting when people are present. All Parking lighting is to be on occupancy sensor.
SL3	**Pedestrian and Bike Lighting:** Lighting levels shall be a minimum of 1 FC, with a uniformity ratio of 4:1 or better in accordance with IESNA recommended design practice. Lighting may be reduced to 0.5 FC between 1:00 a.m. and 6:00 a.m., provided adaptive lighting is used to increase lighting when people are present.
SL4	**Plaza and Gathering Area Lighting:** Lighting levels shall be a minimum of 3 FC, with a uniformity ratio of 4:1 or better in accordance with IESNA recommended design practice.
SL6	**Loading Zone Lighting:** Lighting levels shall be a minimum of 30 FC, with a uniformity ratio of 4:1 or better in accordance with IESNA recommended design practice. Lighting may be reduced to 0.5 FC when the loading dock is not in use, provided adaptive lighting is used to increase lighting when people are present.
SL7	**None**

Table 3.4.9.7.1: Exterior Lighting

a) Luminaires shall utilize LED light sources except where approved by Owner.

b) The exterior lighting system and associated infrastructure shall be in the form of a lighting system with energy efficient lighting installations to provide energy, maintenance, carbon and economic savings.

c) Site lighting shall be designed to follow the landscape design concepts found in Exhibit 2 - Developer Commitments.

d) Site lighting shall be designed with consideration of LA Live with a consistent approach considered across the LACC Campus.

e) All lighting shall be designed and constructed to provide the lighting levels for outdoor areas as identified in Exhibit 2 - Developer Commitments.

f) All lighting shall be designed and constructed meet light level and uniformity requirements of the IESNA and Title 24, except where the Contract Documents require higher levels.

g) Fixtures shall utilize house side shields when needed to reduce light spill over the Site boundary line. Developer shall utilize backlit, uplight and glare (BUG) rating.

h) Lighting within the Project boundary shall be integrated with the BMS for photocell and time schedule control lighting panels and campus control system. Developer shall provide lighting control to outdoor lighting in compliance with Title 24.

i) Emergency and egress (safety) fixtures shall be coordinated with emergency power requirements to comply with NEC article 700

j) Pedestrian lighting shall be fifteen (15) feet tall and street lighting shall be a minimum of twenty (20) feet tall and shall be designed and installed in accordance with the requirements of the AHJ and applicable Codes and Standards.

k) Lighting sources shall have a color rendering index of eighty (80) or better.

3.4.9.7.2 Exterior Convenience Power and Data Points

a) Developer shall provide a minimum of ten (10) duplex receptacles with integral dual data outlets. Receptacles shall have the ability to be locked where they are in publicly accessible areas. There shall not be more than eight (8) receptacles per circuit. Location of the receptacles shall be proposed by Developer and agreed with Owner.

b) Developer shall provide a minimum of three (3) lockable duplex receptacles for each loading area. Receptacles shall be wall mounted.

3.4.10 Natural Gas

a) No new gas mains are to be provided for the Expansion, where any alteration to the existing gas system is required, Developer shall design and construct any required on-site natural gas service laterals in accordance with Southern California Gas Company and the AHJ, as well as all the relevant standards, codes and regulations.

b) Developer shall include delineation of site infrastructure capacity and potential upgrades, with a clear definition of extension of pipework, metering strategy termination points and interface with users to floor boxes as noted in the Technical Requirements.

3.5 BUILDING PERFORMANCE REQUIREMENTS

3.5.1 General Requirements

a) Developer shall design and construct the Project in accordance with the requirements of the Contract Documents including the requirements of the **Appendix 5 (Schedule of Accommodation)**, in respect to each Area within the LACC Campus.

b) The Project shall have a variety of color, materials and finishes within the design of their facades creating uniformity and cohesion across the LACC Campus.

c) Architectural finishes and materials shall be primarily selected to harmonize with materials and finishes used on the Existing Facilities to further enrich the existing palette.

d) Color palette shall follow Project specifications. Developer may submit alternative palettes for Owner's review and approval. Owner shall respond to such requests within 10 Business Days.

3.5.2 Accessibility Requirements

a) Developer shall comply with, and require that all Contractors comply with, applicable Accessibility Laws.

   (i) Developer understands that compliance with building codes and ADA Standards of Accessibility do not in themselves mean compliance with applicable Accessibility Laws and that Developer is solely responsible for ensuring that the New Facilities are designed, constructed in compliance with applicable Accessibility Laws.

b) Developer shall design solutions which successfully address the recommendations made by Developer's Certified Access Specialist (CASp). Developer's CASp must be certified by the State with specialized knowledge of the applicability of state and federal construction-related accessibility standards.

c) Restroom Requirements

   (i) Developer shall include an additional accessible ADA stall per restroom (over and above the minimum code requirement) where feasible within the accepted design layout. ADA stall locations shall be the closest stalls to the main door of the restroom.

   (ii) All stall doors must be able to be closed while a wheelchair user is maneuvering within the stall.

   (iii) Indoor hooks for each stall must be accessible to a wheelchair user.

d) General Access Requirements

(i) Developer shall account for ramp elevation though the design process, limiting the depth of the ramp when possible.

3.5.3 Acoustic Performance Requirements

3.5.3.1 General Acoustic Design Requirements

a) Acoustic design shall be coordinated with PA/audio systems to meet speech intelligibility criteria, as outlined in Section 3.7 Facility Systems of the Technical Requirements.

b) Areas shall conform to noise criteria as set out in this Section 3.5.3 Acoustic Performance Requirements.

c) The following adjacencies shall have sound transmission class (STC) 35 doors. This shall be achieved by a standard door with perimeter seals & drop bottom:

(i) Doors to public spaces such as meeting, multipurpose, exhibition, prefunction, etc.

(ii) Offices, wellness, mothers, quiet rooms.

(iii) Toilet rooms opening directly into exhibition, multipurpose, and similar spaces.

(iv) Public circulation to back of house circulation.

(v) Noisy back of house spaces (shops etc.) to back of house.

(vi) MEP equipment rooms to public spaces, as required to meet receiving space NC level

3.5.3.2 Noise Levels from Building Services

a) Noise generated by building services shall comply with the noise criteria outlined in Table 3.5.3.2 for each specified space type.

b) The criteria shall apply to building services inherent to the unoccupied building (e.g., air conditioning systems, associated plant, electrical services) and exclude secondary items (e.g., furniture, fittings) installed by tenants, as well as activities occurring within the space when in use.

Table 3.5.3.2 Noise Criteria for Noise form Building Services

Room Classification	Noise Level (NC)	Note
Public Lobby Prefunction	40	
Public Restroom	45	
Workshop Office	35	
Exhibition Hall	40	Criteria to meet or be better than existing south hall conditions. Developer shall assess the existing conditions. Should existing criteria not be assessed, NC level not to exceed NC40
Multi Purpose Space	35	
MEP	N/A	
Vertical Circulation	N/A	
Support Space	45	
Meeting Room	30	
Support Space (Catwalk)	N/A	
Support Space (Office, Green, Mothers & Quiet Rooms)	35	
Support Space (Locker Rooms)	45	
Support Space (BOH Circulation)	45	
Support Space (Shops, Storage and Similar)	60	
Food Service (Kitchen)	N/A	
Food Service (Tasting Room)	40	

3.5.3.3 Sound Insulation Between Acoustically Sensitive Spaces

a) Partition walls, without doors, surrounding noise-sensitive spaces shall meet the noise isolation class (NIC) values indicated in **Table 3.5.3.3**. When two adjacent spaces have different NIC ratings, the higher rating shall take precedence.

b) To achieve NIC performances on-site, partition wall constructions must have an appropriate STC rating that compensates for flanking transmission, build quality, wall area, and other site conditions. The STC rating must be at least 5 dB higher than the required NIC. Developer is responsible for selecting the appropriate STC to ensure compliance.

c) Partition walls for spaces with specified NIC ratings shall extend above ceilings to the slab/soffit and below raised floors to the slab to maintain the NIC rating.

d) Building services in ceiling spaces should enter the noise-sensitive space from circulation areas where possible, rather than penetrating partitions between adjacent noise-sensitive spaces. Where unavoidable, Developer shall provide penetration details that preserve the partition's NIC rating.

e) Developer shall develop detailed edge, head, and foot partition wall connections to ensure that the NIC rating is not compromised.

f) Convenience outlets on opposite sides of an acoustically rated partition wall shall not be installed back-to-back. Where this cannot be avoided, acoustic pattress boxes shall be used to maintain the NIC rating.

Classification	Operable Partitions when closed (NIC)	Fixed Partitions with doors (STC)	Door (STC)	Fixed Partitions without doors (NIC)
Public Lobby Prefunction	N/A	40	30	40
Public Restroom	N/A	45	-	40
Workshop	N/A	40	30	40
Exhibition Hall	42	45	35	55
Multi Purpose Space	42	45	35	55
MEP	N/A	N/A	N/A	N/A
Support Space (Shop)	N/A	45	35	45
Vertical Circulation	N/A	N/A	N/A	N/A
Support Space BOH Corridor	N/A	N/A	N/A	N/A
Meeting Room	42	45	35	45
Support Space Catwalk	N/A	N/A	N/A	N/A
Food Service Kitchen	N/A	45	Air Lock with 2 x STC 30 doors	50
Food Service Tasting Room	N/A	45	35	55

3.5.3.4 Partition Walls with Doors

a) In general, for partition walls with doors, the sound insulation rating of the partition should not exceed the door rating by more than 10 dB, as the door will limit the overall NIC performance.

b) In high-traffic public spaces, door sets with STC ratings above 35 are not practical. Therefore, in such areas, partition walls with doors will not exceed an STC rating of 45, and a compromise in sound insulation is accepted.

c) MEP equipment rooms opening to public spaces, the door shall be specified to meet the background noise limit of the receiving space. Doors to MEP equipment rooms occurring in back-of-house or other non-public areas shall include perimeter, astragal, and drop bottom seals.

d) Doors to workshops shall include perimeter, astragal, and drop bottom seals.

3.5.3.5 Reverberation Control.

a) Reverberation control shall be applied to noise-sensitive spaces. Developer shall ensure that the mid frequency reverberation time (TmF) criteria specified in **Table 3.5.3.5** are met. Where South Hall is expanded, reverberation shall be no less than existing conditions.

Table 3.5.3.5 Reverberation Time

Room	Classification	Maximum reverberation Time (Tmf), s	Comment
Tasting Room	Food Service	0.6	
Office	Office	0.8	
Meeting Room	Meeting Room	0.8	
Lobby	Public Lobby Prefunction	1.3	The reverberation time criterion is a target. The entrance lobby requires reverberation control to minimize noise ingress from the adjacent Pico Passage. Developer shall submit a proposal for reverberation control within the lobby, prior to construction, to be approved by Owner
Exhibit Hall	Exhibition Hall		The reverberation time criterion is a target given the volume of these spaces. Developer shall submit a proposal demonstrating proposals for reverberation control including the calculated reverberation time expected to be achieved.
Prefunction	Public Lobby Prefunction		
MPS	Exhibition Hall		

b) If the public address system specified in Section 3.7.15.15 Site-Wide Event Public Address Systems requires a lower reverberation time to achieve the speech intelligibility index (SII), those requirements shall take precedence.

3.5.3.6 Public Lobby Adjacent to Pico Boulevard

a) Developer shall demonstrate reverberation control within the lobby adjacent Pico Boulevard as with acoustic modelling Reverberation Time and Speech Intelligibility included in Exhibit 2 (Developer's Commitments).

3.5.3.7 Noise Levels from External Noise Ingress

a) Developer shall ensure that LAeq,1hr noise levels from external sources be limited to 5 dBA higher than the NC values specified in Table 3.5.3.2 (Developer's Commitments) or 50 dB Leq,1hr as per CalGreen whichever is the lower.

b) For Pico Boulevard Entrance Lobby, this criterion (45Db Leq, 1hr) will apply at 10m from the glazed wall

3.5.4 Materials Performance Requirements

a) Specific materials are listed under Section 3.6 Buildings of the Technical Requirements. Developer shall comply with the following materials requirements:

   (i) All interior materials must promote high indoor air quality (IAQ).

   (ii) Low volatile organic compound (VOC) products are mandatory.

b) Developer shall prioritize the selection of low-emitting materials and low-embodied materials per the US Green Building Council while progressing with design and defining final floor, wall, and painting specifications.

c) Developer shall consider life span and end of life when considering substitution of materials that may no longer be available in the market or differ from Project specifications. Developer shall seek Owner's approval of new or equivalent materials prior to installation.

3.5.5 Building Thermal Performance requirements

a) Developer shall comply with the relevant code requirements for building envelope performance and as described in Section 3.6.3 External Fabric of the Technical Requirements. Building U-values shall be designed to achieve the building performance energy requirements as per LEED v4 Gold Certification.

b) Developer shall minimize energy consumption caused by uncontrolled air leakage into and out of conditioned spaces.

3.5.6 Interior Air Quality Performance Requirements

a) Developer shall comply with the interior air quality performance requirements set forth in Section 3.7.4.3 Ventilation of the Technical Requirements.

3.5.7 Internal Design Conditions

a) Developer shall comply with the space thermal performance requirements described in Section 3.7.4 Mechanical Systems.

3.6 BUILDINGS

3.6.1 Structural Systems

3.6.1.1 General Requirements

a) Developer shall design and construct the Project and associated building envelopes and structural systems in accordance with the requirements of Section 3.6 Buildings and the applicable building code. Where there is a discrepancy between Section 3.6 and the applicable building code, the more stringent requirement(s) will govern.

b) The building shall be designed as a risk category III building per the applicable building code.

c) Developer shall design and coordinate the building structural elements to ensure the operational and performance requirements for all other interfacing disciplines are met.

d) Building structural frames shall be designed to minimize impact on LACC operations and visual appearance of the interior of the buildings.

e) The columns and braces shall not be placed in a manner that will limit interior functional floor area or useable wall area. Columns in enclosed Meeting Rooms, Exhibit and Multi-Purpose Spaces shall not be permitted unless otherwise approved by Owner. The structural engineer shall undertake a condition assessment on all existing primary structure which is being relied upon by the new structural system. This condition assessment is separate from any dilapidation studies which may have been undertaken previously or may be proposed in future.

f) Where required by Codes and Standards , a structural peer review shall be provided as per the requirements of the CBC (California Building Code) and LABC (Los Angeles Building Code), City of Los Angeles Municipal Code, and California Green Building Code.

3.6.1.2 Materials

a) All structural components shall be designed for a minimum design life of 50 years, except that:

   (i) Protective coatings for steelwork shall be designed for a minimum design life of 25 years.

b) All cast-in steel items which are exposed to weather, such as anchors, dowels, lifting hooks and threaded inserts shall be hot-dip galvanized or stainless steel.

c) Chemical/adhesive anchors, when used for overhead application or in conditions where anchor is subjected to sustained load, shall be designed in accordance with

the requirements of the building code and the recommendations of the manufacturer.

d) Timber shall not be used for structural elements.

e) Where required by LEED, Developer to provide environmental product declarations (EPDs) for concrete, structural steel, and metal studs.

3.6.1.3 Foundations and Retention Systems

a) The foundations for all buildings and structures shall be designed and constructed in conformance with the geotechnical investigation report. Long-term total vertical settlement of shallow foundations (Seismic + Static) shall not exceed one and a half inches (1 ½"). Settlement of deep foundation elements shall not exceed one-half inch (0.5'') when considering skin friction only.

b) Long-term differential settlement between adjacent vertical elements (columns or walls) shall not exceed L/500 where L is the distance between the two (2) elements. More stringent vertical movement limits may be required in specific locations, subject to specific requirements as determined by the structural engineer during design.

c) Liquefaction analysis shall follow the guidelines presented in the LADBS information bulletin P/BC 2023-151.

d) Grading and site work shall meet the requirements of Chapter 70 of the City of Los Angeles Building Code. Requirements for relative compaction are described in Section 7011.3.

e) Methane testing as required under Section 7104.1 of the City of Los Angeles Building Code shall follow the testing standards for methane under LADBS bulleting P/BC 2023-101

f) Developer shall design and construct perimeter walls for lateral soil, hydrostatic and seismic soil pressures, as designated by the geotechnical investigation report and the City of Los Angeles Building Code.

g) Basement walls and base slabs shall be designed to be watertight. Watertight/damp-proofing material shall meet the requirements of the City of Los Angeles Building Code (Section 1805) with a LADBS research report number.

h) Waterproof membranes, where used, shall use compartmentalization through water barriers.

i) Waterproof membranes shall have leak remediation that allows remedial grouting of individual compartments within the entire structure.

j) Where movement joints are provided below the design water table, the joints shall be provided with a dual waterstop system.

k) Developer shall provide waterstops at pipe penetrations.

l) Developer shall provide waterstops at construction joints below design water table.

3.6.1.4 Rigging Supports

a) The Exhibition Hall Expansion and Multi-Purpose Space shall be designed with rigging support points as defined in Exhibit 2 - Developer Commitments. These rigging loads may be located at either the bottom chord level or top chord level of the trusses above these program spaces.

b) Rigging support points shall be positioned and coordinated with other ceiling elements such that they can be accessed from the floor with a boom lift and scissor lift.

c) The rigging shall be supported by structural steelwork.

d) Rigging support points shall be provided in a uniform grid pattern, as follows:

   (i) Exhibition Hall Expansion: ten-foot (10') by ten-foot (10') grid spacing.

   (ii) Multi-Purpose Space: fifteen-foot (15') by fifteen-foot (15') grid spacing.

e) Where the specified grid spacing cannot be achieved due to coordination with other ceiling elements, the location of rigging support point shall be adjusted as necessary, subject to Owner's review and acceptance.

3.6.1.5 Gravity Loads

a) The structural frame of the buildings shall conform to the design live loads as set forth in Exhibit 2 - Developer Commitments and shall be designed for loads not less than those required to conform to applicable Law.

b) In addition to all code specified loads, public areas shall be designed to support axle and wheel loads of the maintenance equipment currently in use in LACC as set forth in Exhibit 2- Developer Commitments. Such loading may be considered non-concurrent with full code specified live loads.

c) In exhibit halls, the structural design shall be capable of supporting loads no less than those defined in section (f) below and as set forth in Exhibit 2 – Developer Commitments.

d) All other design gravity loads shall conform to applicable Law.

e) Operable partitions shall be used in the exhibit halls, meeting rooms, ballrooms/multipurpose halls to allow these spaces to be subdivided into smaller spaces for events. Suitable load allowance shall be made in the structure above these spaces to support the operable partitions.

f) The new Exhibit Hall floor, including floor boxes, shall be designed for a minimum live load of 350 lbs. per sq ft.

g) Structural design of catwalks shall include the ability to roll 1,100lb transformers on wheels on the catwalks.

h) The structural design of the IT rooms shall allow for a minimum distributed load rating of 100 lbs. per sq ft and a minimum concentrated load of at least 2,000 lbs.

i) The roof structure design shall allow for solar PV requirements in conjunction with rigging requirements. The loading allowance for future PV is as set forth in Exhibit 2 - Developer Commitments

j) The following rigging loads shall be allowed for as a minimum:

   (i) Three thousand (3000) lbs. individual load applied at any rigging support point.

   (ii) Two thousand (2000) lbs. loads applied simultaneously at all rigging support points.

3.6.1.6 Lateral Load (Seismic and Wind) Requirements

a) Structural systems shall be designed and constructed to comply with applicable Law relating to seismic and wind requirements.

b) The existing West Hall shall be evaluated and strengthened as required to comply with the Los Angeles Municipal Code, Division 95, "Mandatory Earthquake Hazard Reduction in Existing Non-Ductile Concrete Buildings". Existing structure must be analyzed and shown to be capable of resisting seventy-five percent (75%) of the current building code forces. Elements that are not shown to meet this requirement must be strengthened to meet this requirement.

c) Story drift shall not exceed height/500 under serviceability wind loading. In addition, story drift shall not exceed requirements of façade system.

d) Inter-story drift shall not exceed limits stipulated in the City of Los Angeles Building Code under design seismic loading.

e) Connections to existing mechanical and plumbing systems shall be seismically braced at point of connection.

3.6.1.7 Floor Flatness and Joints

a) Floor flatness shall achieve Ff=25 for suspended slabs and slabs on grade. Floor levelness shall achieve Fl=20 for slabs on grade.

b) The floor flatness for elements supporting operable partitions shall meet the requirements of ASTM E557 "Standard Guide for Architectural Design and

Installation Practices for Sound Isolation between Spaces Separated by Operable Partitions".

c) The number of permanent movement/expansion joints shall be minimized where reasonably possible. Permanent movement/expansion joints shall be strategically located away from pedestrian-accessible and other public traffic areas to the greatest extent reasonably possible.

d) At permanent joint locations, maximum deflections of structure and allowable deflections of joint shall be clearly presented on contract drawings.

e) For movement/expansion joints exposed to weather, the entire expansion joint system shall be tested for watertight integrity after its construction.

f) Slabs-on-grade shall be designed and constructed with no short-term or long-term differential settlement at the interface locations between the slabs-on-grade and the adjacent or adjoining structural elements that may cause tripping hazards and hindrances to equipment operation.

3.6.1.8 Deflections

a) Vertical live load deflection of beams/slabs shall be limited to span/360.

b) Total deflection (due to dead load and live load) shall be limited to span/240.

c) Total deflection of occupied floors (cumulative slab and beam deflection due to dead and live load, less dead load pre-camber) shall be limited to the more onerous of:

   (i) Three inches (3") for floors with spans less than 160 feet;

   (ii) Four point five inches (4.5") for floors with spans 160 to 240 feet; and

   (iii) Location-specific requirements as determined by the structural engineer during design.

d) Beams which support curtain walls, elevator sills, and other deflection-critical elements shall be designed for deflection limits to suit supplier requirements for the supported elements. Notwithstanding supplier requirements, vertical live load deflection for these beams shall be limited to one half inch (1/2").

e) The deflections of structural elements supporting operable partitions shall meet the following requirements:

   (i) The deflections shall be compatible with the requirements of the operable partition supplier.

(ii) The deflections shall meet the requirements of ASTM E557 "Standard Guide for Architectural Design and Installation Practices for Sound Isolation between Spaces Separated by Operable Partitions."

(iii) Notwithstanding supplier requirements, deflections shall not exceed +/- two (2") (four inches of total travel) at the exhibit hall and multipurpose hall spaces and +/-one and one half inches (1 1/2") (three inches of total travel) at the meeting room spaces.

f) The anticipated structural deflections at the head of non-structural partition walls shall be coordinated carefully between structure and architecture to ensure that the architectural detailing allows deflection to occur without loading non-structural walls. Similarly, perimeter structure shall be designed to limit vertical deflection to suit façade requirements.

3.6.1.9 Vibration and Rhythmic Excitation

a) Floors shall be designed to limit vibration within acceptable levels for occupant comfort and to mitigate overstress/fatigue due to rhythmic excitation.

b) Design shall be based on the American Institute of Steel Construction (AISC) recommendations outlined in "Steel Design Guide Series 11 – Floor Vibrations Due to Human Activity, Second Edition". Analysis shall take account of the response of the full floor system, not just individual elements.

c) The following maximum peak vertical accelerations shall be adopted for the following specific areas:

(i) Multi-Purpose Space dance floor: 6.0%g (rhythmic load) / 1.5% g (walking load)

(ii) Multi-Purpose Space outside dance floor: 2.0%g (rhythmic load/ 1.5% g (walking load)

(iii) Meeting Rooms: 0.5%g (walking load)

(iv) Pre-Function Areas: 1.5%g (walking load)

(v) Monumental Stairs: 1.5%g (normal descent)

d) Other areas shall be assessed against AISC Steel Design Guide Series 11, with accelerations to be advised and agreed with Owner.

e) Where equipment sensitive to vibrations are used, equipment shall be mounted on isolators to limit influence on structure-borne vibrations.

3.6.2 Minimum Floor-to-Floor Heights

a) Floor-to-floor heights shall be designed and constructed to accommodate structural frame and facility system components concealed within ceiling space in accordance with these Technical Requirements.

b) Maintenance space above ceilings shall not require any special equipment or demolition of ceiling for access.

c) Minimum ceiling heights are provided in Table 3.6.2

Table 3.6.2 Minimum Ceiling Heights

Room Classification	Minimum Ceiling Height	Note
Public Lobby Prefunction	14	
Public Restroom	9	
Workshop Office	9	
Exhibition Hall	40	
Multi Purpose Space	26	
MEP	As Required	Ceiling height to be determined based on functional, equipment or system clearance requirements for the specific space type. Ceiling Height to be compliant with all applicable codes.
Vertical Circulation	As Required	Ceiling height to be determined based on functional, equipment or system clearance requirements for the specific space type. Ceiling Height to be compliant with all applicable codes.
Support Space	As Required	Ceiling height to be determined based on functional, equipment or system clearance requirements for the specific space type. Ceiling Height to be compliant with all applicable codes.
Meeting Room	14	
Support Space (Catwalk)	As Required	Ceiling height to be determined based on functional, equipment or system clearance requirements for the specific space type. Ceiling Height to be compliant with all applicable codes.
Support Space (Office, Green, Mothers & Quiet Rooms)	9	
Support Space (Locker Rooms)	9	
Support Space (BOH Circulation)	As Required	Ceiling height to be determined based on functional, equipment or system clearance requirements for the specific space type. Ceiling Height to be compliant with all applicable codes.
Support Space (Shops, Storage and Similar)	10	

Room Classification	Minimum Ceiling Height	Note
Food Service (Kitchen)	10	
Food Service (Tasting Room)	As Required	Ceiling height to be determined based on functional, equipment or system clearance requirements for the specific space type. Ceiling Height to be compliant with all applicable codes.

3.6.3 External Fabric

3.6.3.1 General Requirements

a) The exterior cladding, including glazing, shall meet or exceed the requirements of the most recent version of the California Building Code, Title 24 Part 6 and any subsequent code amendments or revisions prior to permit submittal. Glazing systems shall meet or exceed the requirements for Visible Transmittance (VT) outlined in the prescriptive envelope requirement of Title 24 Part 6.

b) Design of the above-grade building envelope assemblies shall be specified early in the design development. ASHRAE 160, Criteria for Moisture Control Design Analysis in buildings shall be used for the basis of design. Demonstration of the transient hygrothermal behavior of the various multi-layer building components for all critical building enclosure systems shall be confirmed through modeling for typical assemblies. The modeling shall follow ASHRAE 160.

c) Construction documents shall clearly depict all drainage and air passages. Documents shall be detailed in three dimensions where practical, indicating elements including critical corner terminations, interface of all differing systems, and proper sealant methodologies.

3.6.3.2 External Walls

a) The exterior envelope for the New Facilities shall integrate with the Existing Facilities.

b) Material selection for the exterior facades shall consider climate conditions, durability, maintainability, degree of openness, light penetration, reflectance, and control of glare. The façade material shall be offset from the building walls with a minimal self-supporting structure that is laterally braced. The façade material selection shall meet all current fire safety code requirements.

c) The external fabric and structure shall also meet the following requirements:

   (i) Robust materials and finishes are used that are resilient and durable and provide protection against potential malicious or physical abuse.

d) Where external walls are provided in areas subject to vehicle movement, they shall incorporate additional measures to protect the facade from damage.

3.6.3.3 Materials

a) All materials shall be selected with due regard to their suitability for purpose and performance, durability, ease of maintenance and repair, graffiti resistance, resistance to accidental or malicious damage, and environmental impact.

b) Products constructed of carbon steel are not permitted in exterior construction, which includes exterior walls, soffits, or roofs, except where protected by a galvanic zinc coating of at least four hundred sixty (460) grams per sq meter (1.5 ounces per sq ft.) of surface or other equivalent protection.

c) Finishes: All exposed metal fabrications shall be painted with a high-performance coating.

d) Anchors in concrete shall be fabricated from corrosion resistant materials. Anchors in wet areas, areas subject to wetting and moisture, and anchors in soil to be stainless steel.

e) Thermal Movements: Allow for thermal movements from 20ºF ambient and 180ºF for material surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

3.6.4 Fenestration

3.6.4.1 General Requirements

a) Aluminum windows shall meet the requirements of ANSI/AAMA Standard 101-85. Only optimal performance classes may be used.

b) Metal windows other than aluminum shall meet the requirements of the National Association of Architectural Metal Manufacturers Standard SW-1 for the performance class required.

c) Wooden or timber framing materials shall not be permitted.

d) Developer shall provide detail on cleaning and maintenance methodology of glazing surfaces. Methodology shall not prohibit Owner from undertaking maintenance regime on Existing Facilities.

3.6.4.2 Glazing Standards

a) Developer shall provide glazing which meets the standard of AW 40 Minimum Performance Class, defined in AAMA 101latest edition, North American Fenestration

Standard/Specification (NAFS) for Windows, Doors, and Skylights, and AAMA CW Design Guide for Curtain Wall and Window Wall.

3.6.4.3 Wind Resistance

a) Design shall include a decreased glazing hazard consistent with 48/1,000 probability of breakage at design load. Permanent framing deformation at overload (150% design load) is not permitted.

b) Center of glass deflection relative to glass edges shall not exceed one (1) inch, with no impacts to serviceability or occupant comfort.

3.6.4.4 Window Frames

a) Window mullions, to the extent possible, shall be located on the floor-planning grid to permit the abutment of interior partitions.

3.6.4.5 Glass and Glazing

a) Laminated glass shall have a minimum .060 inch IONOPLAST interlayer.

b) Acoustic performance to be commensurate with internal noise criteria and external conditions (STC 35 minimum required).

3.6.4.6 Louvers and Vents

a) Drainable louvers shall be a minimum of six inches (6”) deep and constructed from aluminum extrusions.

b) Fasteners shall be the same material as items fastened or 300 series stainless steel. Developer shall not use metals that are corrosive or incompatible with joined materials.

c) Louvers specifications to be coordinated with mechanical designer to ensure sufficient free area and a maximum face velocity of 2.5 m/s is considered.

3.6.4.7 Skylights and Sloped Glazing

a) Tensile Film EFTE insulated skylight system over engineered support structure with integral rigging and lighting shall be used.

b) Multi-layer clear ETFE system with frit pattern and minimum performance as defined by CBC and CalGreen shall be used.

3.6.5 Roofing and Waterproofing

3.6.5.1 Architectural Requirements

a) Rooftops of buildings shall be designed as a fifth facade, integrating forms, materials, and colors with the overall composition of the LACC Campus with the intention of generating a skyline of distinction.

b) Clerestories, penthouses, ventilation louvers, mechanical screening and other appurtenances, such solar armatures, shall be designed as integral elements of the overall composition of the New Facilities.

c) Roof screening is required at rooftops.

3.6.5.2 General Requirements

a) Membrane waterproofing shall follow the recommendations of the National Roofing Contractors Association (NRCA) in the NRCA Roofing and Waterproofing Manual.

b) Roofing design shall follow the recommendations of the NRCA as contained in the NRCA Roofing and Waterproofing Manual. The design of metal flashing, trim, and roofing shall follow the recommendations of the SMACNA Architectural Sheet Metal Manual.

c) All roof mounted equipment shall be mounted on platforms.

d) All platforms (curbs or pads) shall be a minimum of eight inches (8") in height from the finished roof surface.

e) The minimum distance allowed by roofing manufacturer to allow adequate installation clearances and turn up shall set the distance between all platforms required in Section 3.6.5.2 General Requirements.

f) Walk-pads shall be provided from roof access points to and around all rooftop equipment with a clear path of travel marked on roof plans with a minimum clearance of six (6) feet.

g) Required clearances for access and maintenance of rooftop equipment shall be considered during the performance of the Design Work to avoid the need of excessive climbing, stooping, or bending.

h) Developer shall provide roof drainage in line with Section 3.7.3.11 Rainwater Management of the Technical Requirements.

3.6.5.3 Low Slope Roofs

a) Roofing membranes shall be a high quality, single ply system with a high emissivity finish that meets or exceeds the requirements in all applicable codes and the LEED v4 SS: Heat Island Reduction credit.

3.6.5.4 Steep Sloped Roofs

a) All sloped metal perimeter roofs shall be coated with polyvinylidene fluoride with high finish that meets or exceeds the requirements in all applicable codes and the LEED v4 SS: Heat Island Reduction credit.

3.6.5.5 Roof Access

a) All roofs designed to accommodate LACC event elements shall be provided with elevator access.

b) Where a roof is not designed to accommodate program elements, roof access shall be provided by stairway.

c) Stairways providing roof access shall not be of the alternating tread type, and shall be designed to limit access to authorized personnel only.

d) A clear path shall be provided for replacement of equipment from any elevator or other access points.

e) Roof hatches shall be designed so the hinge side is oriented towards the exterior edge.

f) All rooftop access doors shall be integrated with the overall design of the rooftop screening system.

g) All rooftop access hatches shall be equipped with security system door contacts wired back to the security system panel.

3.6.5.6 Roof Perimeter Safety and Fall Protection

a) All accessible roof systems shall incorporate permanent fall protection systems to allow maintenance and access to all areas of the roof without restrictions.

b) Fall protection shall be an integral part of the roof design and shall be consistent throughout the new facilities.

3.6.6 Doors, Frames and Hardware

3.6.6.1 General Requirements

a) Interior doors and frames shall be fire rated as required by wall assemblies and in accordance with the prescribed requirements of the California Building Code.

b) Wood doors shall be fabricated in accordance with WDMA I.S.-1.A, Architectural Wood Flush Doors, and DHI A115-W, Wood Door Hardware Standards.

c) Steel doors and frames shall be fabricated to meet requirements of ASTM/SDI 250.4, Criteria for Physical Endurance for Steel Doors and Hardware Reinforcings. Hardware shall comply with BHMA A156 series requirements. All doors and frames shall be factory primed and prepared for hardware installation.

3.6.6.2 Hardware Preparation

a) Hardware shall comply with BHMA A156 series requirements.

b) Hollow metal frames shall be fabricated to meet requirements of ASTM/SDI 250.8, Criteria for Physical Endurance for Steel Doors and Hardware Reinforcings.

c) All doors and frames shall be factory prepared for hardware installation. Hollow metal frames shall be factory primed.

d) Where security access control is required doors shall be equipped with pre-wired security hardware such as electric strikes, electric hinges and concealed door contacts.

3.6.6.3 Specific Area Data Sheet Requirements

a) Developer shall provide doors and door hardware in accordance with room and area functional requirements, refinement and approval of which, shall be managed via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

3.6.6.4 Metal Doors and Frames

a) Metal door frames and metal doors shall have a semi-gloss finish, which shall be coordinated with the paint schedule.

b) All metal frames shall conform to the following requirements:

(i) All door frames shall conform to the requirements of the Steel Door Institute (SDI) frame performance standards as determined by testing assemblies in accordance with ANSI/SDI A250.4, Test Procedure and Acceptance Criteria for Steel Doors, Frames, Frame Anchors and Hardware Reinforcings. Frame ratings shall be suitable for the door type, function and frequency of use to

ensure no loss of performance or integrity during the design life of the New Facility.

(ii) All exterior and high frequency use interior doors shall have metal frames that conform to the requirements of the SDI Type II, Extra Heavy Duty, seamless one-piece welded frames shall be fabricated with mitered or coped, continuously welded corners.

(iii) Other interior doors shall have metal door frames that conform to the Heavy Duty or Standard Duty SDI requirements, as determined by door type, function and frequency of use. Knock-down frames are acceptable.

(iv) Alternative door and frame systems, including applications such as storefront, aluminum framed door systems and sliding doors, may be utilized provided that the performance levels are equal or superior to the steel door frame requirements and there is no loss of performance or integrity during the design life of the New Facilities.

(v) All exterior frames shall be galvanized.

(vi) All frames set in concrete block walls, which are to be grout-filled, shall be coated with asphaltic paint on the inside of the frames and on all frame anchors.

c) Metal doors shall conform to the requirements of the SDI Type II, Heavy Duty, in addition to the following:

(i) All metal doors shall be of a flush panel design with 16-gauge faces.

(ii) All interior metal doors shall be level 2, physical performance level B (heavy duty), Model 2 (seamless).

(iii) All exterior metal doors shall be level 3, physical performance level A (extra heavy duty), Model 2 (seamless).

(iv) Doors shall be reinforced for hardware per ANSI/SDI A250.6.

d) The top of above-door transoms shall be no higher than the top of exterior windows in the opposite wall.

3.6.6.5 Wood Doors

a) All wood doors shall conform to the following minimum requirements:

(i) All wood doors shall be made of low-emitting materials, such as composite wood.

(ii) Agrifiber products shall not contain added urea-formaldehyde resin.

(iii) Wood doors shall be fabricated with no less than seventy percent (70%) of products from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-01, "FSC Principles and Criteria for Forest Stewardship."

(iv) Wood doors to receive transparent finish shall be premium grade.

(v) The finish for all wood doors shall be maple, plain sliced with a clear finish.

(vi) All veneers shall be book-matched.

3.6.6.6 Access Doors

a) Access doors and panels shall be primed metal to receive field paint, except at wet locations where they shall be fabricated from stainless steel.

b) Sound rated STC access panels shall be incorporated into acoustically sensitive partitions where access is required.

3.6.6.7 Aluminum Entrances

a) Doors and frames shall be fabricated in accordance with AAMA101/I.S.2/A440, North American Fenestration Standard/Specification for Windows, Doors, and Skylights.

b) Safety glass in compliance with ASTM C1048, Standard Specification for Heat Treated Flat Glass, shall be used.

c) Finishes shall comply with AAMA 611, Specification for Anodized Architectural Aluminum or AAMA 260, Specification for Pigmented Organic Coatings.

d) Double doors shall not have central mullions in the path of travel.

3.6.6.8 Aluminum and Glass Storefront Doors

a) All aluminum and glass entrance doors shall be constructed with wide stiles and top rails. Narrow stiles and rails shall not be permitted.

b) Door hardware shall match make and style as specified, submitted and approved for all doors in Project scope.

c) Concealed head or floor type closers shall not be permitted.

d) All doors and frames shall accommodate insulated glazing.

3.6.6.9 Door Hardware

a) Except for doors provided with exit devices, all doors for rooms or closets shall have locks or latches of types which are operable at all times from the inside by turning lever and not requiring any special knowledge or effort.

b) All doors which open onto stairways, mechanical rooms, or other spaces where caution is required, shall have levers with tactile markings to alert visually impaired persons to such conditions.

c) Door hardware mounting heights throughout the Project shall be uniform.

d) Hardware specifications shall be proposed and approved via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

3.6.6.10 Locks and Keying

a) Wired card readers are required on all doors unless otherwise identified and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

   (i) Physical keys shall be required on all other doors unless otherwise identified and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

   (ii) Developer shall provide all required supporting infrastructure for card reader systems, including power, data, door and frame modifications, and all programming or software to deliver a complete finished lock system.

   (iii) The card reader systems shall be AD Lock series.

   (iv) Developer shall provide and install wired card readers for the Project, to be installed in locations identified by Owner during the design review process.

   (v) Where wired card readers are not provided for hardware groups H1 or H3 by operation of this clause, keyed entrance locksets shall be installed.

b) Developer shall furnish the new facility with a grand master and master key system. Where practicable, the key suiting shall follow the strategy within the existing campus.

c) Developer shall consult with Owner to determine which locks shall be keyed alike or keyed differently.

d) All cylinders shall be of the interchangeable core type, large format (FSIC).

e) During the Construction Work, keying shall be provided for doors requiring locking during construction.

(i) All temporary cylinders shall be removed at prior to occupancy readiness of the applicable building.

f) Keys and knox blanks shall be provided to Owner as follows:

(i) Two (2) cut change keys for each different change key code.

(ii) One (1) uncut key blank for each change key code.

(iii) Six (6) cut master keys for each different master key set.

(iv) Three (3) uncut key blanks for each master key set.

g) Factory keying transcripts shall be provided to Owner's locksmith.

h) Strikes for locks, latches, and deadlocks shall have wrought boxes.

i) Locksets shall be reversible without opening the lock case.

3.6.6.11 Closers

a) All closers shall be fully hydraulic and have full rack and pinion action.

(i) Closer shall utilize full complement bearing at shaft to provide greatest load carrying capabilities of the shaft. Pinion and pistons shall be hardened regardless of size, to provide durable wearing surfaces.

(ii) For hydraulic regulation, the closer shall incorporate tamper resistant, non-critical screw valves of v-slot design to reduce possible clogging from particles inside the closer.

(iii) Closers shall have separate and independent screw valve adjustments for latch speed, general speed and hydraulic back-check.

(iv) Back-check shall be properly located so as to effectively slow the swing of the door at a minimum of ten (10) degrees in advance of the dead stop location to protect the door frame and hardware from damage.

(v) Closers utilizing pressure relief valves are not acceptable.

b) All parallel arm closers shall incorporate one-piece solid forged steel stud shoulder bolts and shall be incorporated in regular arms and hold open arms.

(i) All other closers shall have forged steel main arms for durability, esthetics, versatility, high strength, and long life.

(ii) Built-in stop arms or heavy-duty dead stop arms are not acceptable.

c) Closers shall be hand specific for each application; universal type closers are not acceptable.

d) All closers shall be non-sized to provide a full range (1 to 4) closing power for all sizes, according to BHMA product standards (ANSI 156.4-1986, Table I) and shall be listed in BHMA Certified Products Directory to provide minimum closing force required to properly latch the doors as tested by an independent testing lab.

   (i) For barrier-free applications, closer spring power shall be adjustable where desired, to provide less than 5 lbs. opening force for doors thirty-six inches (36") to forty-eight inches (48") wide.

e) All closers shall utilize temperature stable fluid capable of withstanding temperature ranges of 120ºF to -30ºF without requiring seasonal adjustment of closer speed to properly close the door.

3.6.6.12 Exit Door Devices

a) All exit devices shall be ANSI A156.3, 2001, Grade 1 certified.

b) Vertical rods or concealed rod devices shall not be permitted, only rim devices with keyed removable mullions. Fire separation doors in path of travel (bisecting a corridor) shall be reviewed on a case-by-case basis.

c) All wide stile devices shall have dead latching latch bolts to ensure safe and secure opening.

d) All devices shall utilize durable compression spring design. Devices, latches, trim, or controls which incorporate tension springs shall not be permitted.

e) The lever trim shall be of wrought construction and designed with a breakaway feature.

f) The entire length of the push bar shall act as one piece.

g) Exit devices shall incorporate a dampener type mechanism to decelerate the push bar on its return stroke eliminating noise associated with the device's operation.

3.6.6.13 Push and Pull Plates

a) All plates shall be bronze or stainless steel.

b) There shall be a one-sixteenth inch (1/16") minimum thickness for plates. Bevel four (4) sides.

c) Pull plates shall be without screw holes when used with pulls. Pulls shall be bolted through the door at the grip only.

3.6.6.14 Surface and Flush Bolts

a) Flush bolts shall have a lever arm that is not friction operated and connected to the bolt mechanism.

b) Face plates shall be shaped to match the door edge.

c) The operating mechanism for the bottom flush bolt shall be no more than twelve inches (12") from the floor; the top flush bolt shall not be more than seventy-two inches (72") from the floor.

d) All flush bolts shall have dustproof strikes where engaging the floor, threshold or curb.

e) Surface bolts shall have a dustproof strike or an easy to clean floor strike.

f) Lifting handles on surface bolts shall be mechanically fastened. Press fitted elevatoring handles on surface bolts shall not be permitted.

g) Flush bolts that require the top and bottom corners of wood doors to be mortised out shall not be permitted.

3.6.6.15 Stops and Holders

a) Doorstops shall be provided for each door leaf.

b) Floor stops shall be considered as the first choice over wall stops and overhead stops.

c) Hold-open stops shall not be permitted.

d) All stops and holders shall be solid or forged bronze; wrought materials shall not be permitted.

e) All screws on wall stops shall be concealed.

f) All rubber bumpers shall be fastened by a pin or screw that goes through the rubber and seats into the metal on the opposite side. A rubber bumper that is screwed into the metal holder shall be acceptable. Wall stops shall be provided with backing plates.

3.6.6.16 Thresholds

a) All thresholds shall have a reinforcing center leg. Single length for each opening and ends shall be cut to jamb profile.

3.6.6.17 Silencers

a) Developer shall provide silencers for all interior doors, except on weather stripped or smoke sealed doors.

b) Each single door shall have three (3) silencers at the strike side of the frame and on door stop.

c) Double doors shall have one (1) silencer per door leaf at frame head, plus three (3) each on astragal.

3.6.6.18 Hardware Finishes

a) All hardware finishes shall conform to BHMA product standards, materials and finishes.

3.6.6.19 Hardware Installation

a) Door levers shall be thirty-eight inches (38") above finished floor.

b) The top of a top hinges shall be seven inches (7") below the head of the door frame.

c) The bottom of a bottom hinge shall be eleven inches (11") above finished floor.

d) The center hinge shall be equidistant from both the top hinge and the bottom hinge.

e) For doors taller than eighty-four and one half inches (84½") or when door leaf is wider than thirty-six inches (36"), provide two (2) equidistant centered hinges.

3.6.7 Interior Glazing

a) Glazing shall be clear glass and be mounted at vision height to maximize views from interior spaces, except where noted as transom/clerestory height.

b) The top of above-door transoms shall be no higher than the top of exterior windows in the opposite wall.

c) Where possible, glazing shall be installed adjacent to doors to function as a sidelight.

d) Interior glazing frames shall match adjacent door and glazing frames in material and appearance. Wooden / timber window frames shall not be permitted.

3.6.8 Interior Finishes

a) Developer shall provide interior finishes in accordance with Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

3.6.8.1 General Partitions Requirements

a) Any material selected by Developer for partitions, including movable unitized partitions or any other type of partition selected by Developer, shall conform to all requirements, including load requirements, of this Section 3.6.8 Interior Finishes, of the Technical Requirements, and the Contract.

3.6.8.2 Gypsum Board Partitions and Ceilings

a) Gypsum board shall comply with C1396, Standard Specification for Gypsum Board.

b) Gypsum board selection will vary depending on application:

   (i) Type X gypsum board shall be used for fire rated assemblies.

   (ii) Type MR gypsum board shall be used for locations subject to moisture or high humidity.

   (iii) Type IR gypsum board shall be used where impact resistance is needed.

   (iv) Cementitious backer board shall be used in showers.

c) Gypsum board shall be five-eighths inch (5/8") (16mm).

d) Partitions shall have loading capacity to achieve a maximum deflection of L/360 for walls greater than thirty feet (30') in length or greater than twelve feet (12') in height. For walls less than thirty feet (30') in length and less than twelve feet (12') in height, the maximum deflection shall be L/240.

e) Ceilings shall have a maximum deflection of L/360.

f) Interior finish levels shall conform to the standards set forth by ASTM C 840. Developer shall provide a higher level of finish as required to comply with fire-resistance ratings and acoustical ratings.

   (i) Level 1 shall be used in plenum areas and areas concealed to public view.

   (ii) Level 2 shall not be permitted.

   (iii) Level 3 shall be used for substrates for tile or other applied material.

   (iv) Level 4 shall be the typical finish level, unless otherwise noted.

   (v) Level 5 shall be used where semi-gloss and glossy paints are to be applied, with the exception of restrooms, in locations exposed to strong side lighting, and in all locations where glass-mat faced, moisture resistant gypsum board is used and exposed to view.

3.6.8.3 Acoustical Panel Ceilings

a) All manufacturers shall have a post-consumer recycling program.

b) All acoustical panel ceilings shall conform to the following performance requirements:

(i) Acoustical panel ceilings shall be sag resistant manufactured of mineral fiber.

(ii) Acoustical panel ceilings shall have a minimum recycled content as determined by LEED requirements, with postconsumer recycled content plus one-half pre-consumer recycled content.

(iii) All acoustical panel ceilings shall have directional or non-directional fissured texture.

(iv) NRC value shall be 0.80 minimum for areas greater than or equal to 250 sq ft , 0.60 for areas smaller than 205 sq ft.

(v) Minimum CAC value shall be thirty-five (35).

(vi) Minimum light reflectance shall be 0.80.

(vii) Flame spread shall conform to the requirements of Class A, ASTM E84.

(viii) Thickness of acoustical panel ceilings shall be three-quarter (¾) inch.

(ix) Scrubbable Mylar facing shall be used where washable ceilings are needed .

(x) Wall mounted acoustical panels shall have recessed edges where within accessible reach of building users to prevent accidental or malicious damage.

(xi) All acoustical panels shall be treated with manufacturer's standard broad spectrum antimicrobial fungicide and bactericide treatment.

3.6.8.4 Metal Suspension Systems for Acoustical Panels

a) Metal suspension systems shall be exposed narrow face, nine-sixteenths inch (9/16") flange, and have a heavy duty load classification.

b) Recycled content shall be a minimum twenty-five percent (25%) total, with postconsumer recycled content plus one-half of preconsumer recycled content.

c) Attachment devices shall be sized for five (5) times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung", unless otherwise specified.

d) Developer shall be responsible for testing and conformance to the most recent seismic design requirements.

e) Post-installed expansion anchors in concrete shall be provided with current ICC Evaluation Service Report (ESR) conforming to ICC AC193, Acceptance Criteria for Mechanical Anchors in Concrete Elements.

f) Carbon-steel components shall be zinc plated to conform with ASTM B 633, Class Fe/Zn 5 for Class SC 1 service condition, for corrosion protection.

g) Power-actuated fasteners in concrete shall be provided with current ICC ESR conforming to ICC AC70, Acceptance Criteria for Fasteners Power-Driven into Concrete, Steel and Masonry Elements.

3.6.8.5 Ceilings: Architecturally Exposed Structure

a) Architecturally exposed ceiling areas are those areas intentionally open to structure above and may contain suspended acoustical or other opaque panels and lighting fixtures.

b) Mechanical and electrical equipment including ductwork, conduit, fire sprinkler piping, etc. exposed to view shall be coordinated and orthogonally laid out for neat and workmanlike appearance.

3.6.8.6 Ceilings: Exposed Structure and Services, Utility

a) Utility exposed ceiling areas are those areas intentionally open to structure above and may contain suspended acoustical or other opaque panels and lighting fixtures.

b) Mechanical and electrical equipment including ductwork, conduit, fire sprinkler piping, hangers, supports, etc. exposed to view shall be laid out for neat and workmanlike appearance.

c) Exposed elements shall not require painting or finishing, except where required for compliance with Codes and Standards or corrosion protection. Elements shall be laid out for neatness and be free of marks, mill scale or other fabrication residue

3.6.8.7 Ceilings: Exhibit Hall

) Ceilings in the Exhibition Hall shall be as outlined in Section 3.6.8.5 Ceilings: Architecturally Exposed Structure given the structure and services will be exposed in these spaces. The acoustic performance of wall/soffit finishes shall be determined to achieve the reverberation times based on the room volume.

3.6.8.8 Ceilings: Multi-Purpose Space

a) The ceiling in the Multi-Purpose Space shall be designed to accommodate integral ceiling services including dynamic LED lighting and mechanical services. The

acoustic performance of wall/soffit finishes shall be determined to achieve the reverberation times based on the room volume.

3.6.8.9 Tiling (Wall and Floor)

a) Developer shall obtain each color, finish, and variety of tile from a single source within an area.

b) Tile shall be from same production run and of consistent quality in appearance and physical properties for each contiguous area without delaying progress of the work.

c) Floor tile shall have high wet and dry dynamic slip resistance as defined by ANSI 137.1.

d) The tile shall conform to ANSI 137.1 Absorption Class P4.

e) The tile shall have a breaking strength greater than or equal to 175 lbs. Stain and chemical Class B or better.

3.6.8.10 Polished Concrete

a) Developer shall provide polished concrete finishes as follows:

(i) Bonded abrasive polished concrete shall include a multi-step process of mechanical grinding, honing, and polishing of concrete surface to achieve the specified level of finished gloss as defined by the Concrete Polishing Association of America (CPAA).

(ii) Concrete polishing to be provided by personnel trained and experienced in similar installations supervised CPAA Craftsman Level 1 or higher while work is in progress.

(iii) Concrete mix design shall be specially coordinated for areas to receive polished finish to comply with requirements for gloss level.

(iv) Gloss level, application of color, and application of liquid products will include the following processes and requirements:

(v) Apply liquid densifier as recommended by CPAA.

(vi) Apply non-film forming soluble colorant as selected by Architect of Record.

(vii) Apply impregnating type sealer for stain protection.

(viii) Gloss level: Finished Gloss Level 2 (medium) Reflective Clarity not less fifty-five (55) (ASTM D5767) and Reflective Sheen not less than twenty-five (25) (ASTM D523).

3.6.8.11 Terrazzo

a) NTMA Standards: Developer shall comply with NTMA's "Terrazzo Specifications and Design Guide" and with written recommendations for terrazzo type indicated unless more stringent requirements are specified.

b) Epoxy-Resin Terrazzo: Developer shall comply with NTMA's "Terrazzo Specifications and Design Guide" and manufacturer's written instructions for matrix and aggregate proportions and mixing.

c) Developer shall comply with NTMA's written recommendations for terrazzo and accessory installation.

3.6.8.12 Sealed Concrete – Utility

a) All exposed concrete shall be sealed and hardened with liquid or dry applied sealer. Sealant shall be zero VOC, and shall provide hardness, water resistance and dusting control suitable for the use of the space.

3.6.8.13 Resilient Flooring

3.6.8.13.1 Rubber Sheet Flooring

a) All material for rubber sheet flooring shall be made from bit-sized re-processed EPDM rubber.

b) Rubber sheet flooring shall have a minimum of twenty percent (20%) of recycled content.

c) Rubber sheet flooring surfaces shall have high wet and dry dynamic slip resistance as defined by ANSI 137.1.

3.6.8.13.2 Linoleum Sheet Flooring

a) All material for linoleum sheet flooring shall be a homogeneous sheet of primarily natural materials consisting of linseed oil, wood flour, and rosin binders, mixed and calendared onto natural jute and sound impact reduction backing. Pattern and color shall extend throughout total thickness of material.

b) Linoleum sheet flooring shall have high wet and dry dynamic slip resistance as defined by ANSI 137.1.

c) The gauge for linoleum sheet flooring shall be 0.080 inch.

d) Seams shall be chemically bonded with seam sealers. Gaps or overlaps shall not be permitted.

e) Where required, cove resilient sheet floor coverings up vertical surfaces to form an integral base of height indicated over cove support strip with top edge butted against and covered by cap molding. Form inside and outside corners in accordance with manufacturer's instructions and to match approved sample.

3.6.8.13.3 Vinyl Enhanced Tile

a) Vinyl enhanced tyle shall be a bio-based vinyl or polymer enhanced tile (VET) with Class I Solid Color, Class II Through Pattern, have a thickness of one-eighth inch (1/8") or greater, a static load limit greater than or equal to 125 psi, and a have factory finish applied.

3.6.8.13.4 Sheet Vinyl

a) Sheet vinyl shall be heterogeneous Type I (Clear Wear Layer 0.020 inches) Type II (Filled Wear Layer 0.050 inches), have a static load limit greater than or equal to 175 psi, have a factory surface applied, have a five (5) year warranty, contain a five percent (5%) recycled content, and be CA 1350 compliant.

3.6.8.13.5 Vinyl Sheet Flooring – Chemical Resistant

a) All material for vinyl sheet flooring shall be a homogeneous sheet of complying with ASTM F 1913 for unbacked vinyl sheet flooring and ASTM F1303 for backed vinyl sheet flooring.

b) Thickness: 0.080 inches (2.0mm)

c) Seamless installation method: Heat welded with self-covered base.

d) Cove resilient sheet floor coverings up vertical surfaces to form an integral base of height indicated over cove support strip with top edge butted against and covered by cap molding. Form inside and outside corners in accordance with manufacturer's instructions and to match approved sample.

e) Basis of design products: Medintech by Armstrong, Colorex EC by Forbo, or product of equal or better quality and specifications.

3.6.8.13.6 Luxury Vinyl Tile (LVT)

a) All material for luxury vinyl tile (LVT) shall consist of a multi-layered construction, including clear wear layer, printed design layer, rigid core, and backing layer for sound absorption. The wear layer shall offer high resistance to abrasion, staining, and scuffing, providing protection suitable for heavy foot traffic.

b) LVT shall meet performance standards set forth in ASTM F1700, ensuring product consistency and durability. Wet and dry slip resistance shall comply with ANSI A137.1, providing adequate traction in a variety of conditions.

c) The thickness of LVT shall be a minimum of 0.125 inches (3.0mm) with a wear layer thickness of at least 20 mils (0.5mm), providing enhanced durability and protection.

d) Seams between LVT tiles or planks shall be mechanically interlocked where floating installations are specified, ensuring stability without adhesives. For glue down instillations, seams shall be tight-fitting, with adhesive applied as per the manufacturer's specifications to ensure a watertight instillation. Gaps or overlaps will not be permitted.

3.6.8.14 Resilient Base and Accessories

a) Developer shall install rubber base with pre-molded inside and exterior corners.

3.6.8.15 Fluid-Applied Flooring

a) Fluid-applied flooring material shall be an abrasion-resistant, impact-resistant, and chemical-resistant monolithic trowel applied waterproof flooring and integral cove base.

b) The thickness of fluid-applied flooring shall be nominal three-sixteenths (3/16) inch.

c) Trowel-applied, broadcast systems shall be preferred.

3.6.8.16 Carpet Tile

a) Carpet shall have a Texture Appearance Retention Rating (TARR) of 3.5 (Severe traffic) or higher for all academic spaces, meeting rooms, ballrooms, etc. with carpet, 3.0 or higher (Heavy traffic) for other areas. Type 6 or Type 6.6, BCF Nylon.

b) Carpet shall have green label certified cleaners applied.

c) Carpet shall contain ten percent (10%) Pre- or Post- Consumer Recycled Content, be NSF 140 Gold Level Certified, and meet Green Label Plus certification and equivalent CHPS protocol.

d) Solid color carpet shall not be permitted.

e) Specified carpeting shall match the remainder of LACC Campus.

f) The dye method of carpet shall be one hundred percent (100%) solution dyed.

g) Carpet shall have soil/stain protection.

h) Carpet shall use manufacturer's standard backing, designed for glue-down installation using recovered materials.

i) Carpet shall comply with Carpet and Rug Institute's Green Label Plus Program and Testing Procedures.

j) Carpet installation shall conform to Carpet and Rug Institute 104 for temperature, humidity, and ventilation limitations.

k) Tile size shall be twenty-four inches (24") by twenty-four inches (24") maximum.

3.6.8.17 Flooring Adhesives

a) All adhesives and sealers shall comply with VOC requirements specified in LEED:

Table 3.6.8.17: Adhesive and Sealers Specifications

Adhesive and Sealers Specifications	
Adhesives	VOC Limit (g/L)
Rubber Floor Adhesive	60
Subfloor Adhesive	50
VCT and asphalt tile Adhesive	50
Cove Base Adhesive	50
All Others	250
Sealant Primers	XXXX
Other	420

3.6.8.18 Painting

a) Painting products shall be top-of-the-line products by firms with over five (5) years manufacturing experience with a full product line.

b) Developer shall provide primers and other undercoat paint produced by same manufacturer as finish coats.

   (i) Developer shall use thinners approved by paint manufacturer and use within recommended limits.

c) All water-based paints and their associated primers and sealers shall have zero-VOC content. This includes flat, satin, semi-gloss, and eggshell finishes (Master Painters Institute (MPI) Gloss Levels 1-5).

d) All paints, coatings, and primers (other than water-based paints mentioned above) used within the building weather envelope shall comply with the VOC limits of LEED MRc4.

e) Gloss Levels: 60-degree meter gloss reading range:

(i) Gloss Level 1 (Flat): less than 5 – to be used on ceilings.

(ii) Gloss Level 2-3 (Eggshell): 5 to 20 – to be used on walls.

(iii) Gloss Level 4 (Satin): 20 to 25 – to be used on walls.

(iv) Gloss Level 5 (Semi-gloss): 35 to 65 – to be used on doors and on walls in areas requiring high levels of maintenance.

f) All paints and coatings shall meet Master Painters Institute's approved product list.

3.6.8.19 Primers/Sealers

a) Primer Sealer, Interior, Institutional Low Odor/VOC: MPI #149 X-Green.

b) Primer, Latex, for Interior Wood: MPI #39.

c) Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint systems indicated.

3.6.8.20 Water-Based Paints

a) Developer shall use the following water-based paints:

(i) Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 1): MPI #143 X-Green.

(ii) Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 3): MPI #145 X-Green.

(iii) Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 4): MPI #146 X-Green.

(iv) Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 5): MPI #147 X-Green.

(v) Latex, Interior, High Performance Architectural, (Gloss Level 3): MPI #139.

(vi) Epoxy Paint, Light Industrial Coating, Interior, Water-Based, Semi-Gloss (Gloss Level 5): MPI #153. Epoxy Coating, Waterborne Polyamide Epoxy (P42) - Two component, catalyzed epoxy coating providing excellent chemical resistance, good solvent resistance, good acid resistance, and very good abrasion resistance. (Gloss Level 5) MPI #115, VOC Level 250.

3.6.8.21 Floor Coatings

a) Developer shall use the following floor coating:

(i) Sealer, Water Based, for Concrete Floors: MPI #99.

3.6.8.22 Dry Fog/Fall Coatings

a) Developer shall use the following dry fog/fall coating:

   (i) Dry Fall, Latex, Gloss Level 3: MPI #155.

3.6.8.23 Steel Coatings

a) Steel coatings shall apply to all exposed exterior ferrous metal surfaces and galvanized steel items, unless otherwise indicated in the Technical Requirements, including:

   (i) hollow metal doors and frames;

   (ii) galvanized steel sheet metal flashing and trim;

   (iii) miscellaneous metals;

   (iv) stairs, railings and handrails;

   (v) non-factory finished steel mechanical and electrical items; and

   (vi) non-factory finished mechanical and electrical equipment piping, conduit and supports.

b) For steel coating products, the product basis of design shall be Tnemec Company, Ameron or a product of equal or better quality and specifications.

c) Materials allowed for steel coating shall be as follows, with substitutes of equal quality or specifications being acceptable:

   (i) Polyamidoamine Cured Epoxy, Series L69 Epoxoline

   (ii) Waterborne acrylic polyurethane, 1080 Endura-Shield WB

   (iii) Urethane zinc rich primer, 90 97 Tnemec Zinc

d) All exposed pipes/metal, above ground electrical boxes, panels, backflow preventers, bollards, light poles, trash cans and benches are required to be painted to match the following colors:

   (i) Items which need to be powder coated (bollards, light poles, trash cans, benches, etc.) shall be in Tiger Drylac: 49/72530, Color: Ral 7023 (SM GL Tribo), Batch #: CAL 11944GG

   (ii) Items which do not need to be powder coated (exposed pipes/metal, backflow preventers, panels, etc.) shall be Sherwin Williams SW6200-Link Gray matched

to color Tiger Drylac: 49/72530, Color: Ral 7023 (SM GL Tribo), Batch #: CAL 11944GGFurnishings

3.6.9 Interior Specialties

a) Developer shall provide all framing, supports, restraints, gasketing and sealants, and all connections to building systems for all interior specialties including those in this Section 3.6.9 Interior Specialties. Interior specialties shall be installed to allow for easy access for maintenance, repair, cleaning and replacement.

3.6.9.1 Millwork

a) Millwork includes custom wood fabrications such as cabinets, built-in furniture, shelving, and other items of architectural woodwork. Cabinets include base and wall cabinets. Quality descriptions for millwork and cabinets are based on the AWI's Architectural Woodwork Quality Standards. Quality standards for hardware such as drawer slides, hinges, pulls, latches and locks, and shelf supports are based on ANSI/BMHA 156.9, Cabinet Hardware.

b) Countertops include any fabricated work surface including those in offices, kitchens, or toilet rooms. Countertops include backsplashes and endsplashes. Quality descriptions are based on the AWI's Architectural Woodwork Quality Standards.

c) All millwork shall be millwork quality level 1 unless otherwise identified and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

3.6.9.1.2 Millwork Quality Level 1

a) Millwork quality level 1 shall be AWI Premium Grade Particle board core with wood veneer on exposed to view surfaces

b) The item shall be shop fabricated by millworker to custom sizes and configurations.

c) The product shall use Grade 1 hardware, plated finish.

d) Countertops shall meet the requirements set out below; any alternative provision shall be identified and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

   (i) Exterior grade plywood with wood, high quality laminate, solid surface and edge and shall be AWI Premium Grade, or

   (ii) natural or engineered stone, 2cm thick, exposed edges to match surface and polished or honed finish, and shall be AWI Premium Grade, or

(iii) solid surface material, minimum 12mm thick, with a [matte/satin, semi-gloss, high-gloss] finish, and shall be AWI Premium Grade

3.6.9.1.3 Millwork Quality Level 2

a) Millwork quality level 2 shall be AWI Custom Grade Particle board core with plastic laminate veneer.

b) The product shall be factory fabricated to standard sizes.

c) The product shall use Grade 2 hardware, plated finish.

d) Countertops shall be particle board with plastic laminate top and edge and shall be AWI Custom Grade.

3.6.9.2 Shades

a) Developer shall provide shades in accordance with the following requirements, to meet room/area specific requirements to be proposed and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**:

Table 3.6.9.22: Shades

Shading	
S1	**Roller Shades, 5% Open:** Roller shades, manual operated, unless integrated with Daylighting
S1A	**Roller Shades, 5% Open and Manually Operated Blackout Shades:** (S1) plus manually operated blackout shades. Blackout shades on exterior and interior glazing
S2	**Roller Shades, 5% Open and Motorized Blackout Shades:** (S1) plus motorized blackout shades, coordinated with AV and lighting control where appropriate. Blackout shades on exterior and interior glazing
S3	**Roller Shades, 25% Open**

b) Electrically operated motorized blackout shades shall be equipped with electrical power connections.

3.6.9.3 Entrance Floor Grilles

a) Entrance floor grilles are required at all public entrances to the New Facility.

b) Entrance floor grilles shall extend a minimum four (4) feet in the path of travel into the building entrance area. Exterior grilles are not being required.

c) Floor grilles shall be designed to support a minimum of 200 lbs. per sq ft without permanent deflection and support a three hundred (300) pound concentrated load at any point without deflecting more than one-eighth (1/8) of an inch.

d) All grilles shall be easily removable for maintenance purposes and shall not rattle when walked on.

e) A drain is required underneath all recessed grilles (interior only). The substrate under the grille shall be sloped to drain.

f) The product basis of design shall be MATS, Inc. "Safe Track, K.N. Crowder Mfg., FG-12 Inc. C/S Group" or product of equal or better quality and performance.

3.6.9.4 Toilet/Bathroom Finishes

a) Toilet/bathrooms shall be wall/ceiling hung consisting of solid polymer pilasters, panels, and doors, steel leveling devices with stainless steel covers, and stainless-steel fittings, hardware, and fastenings necessary.

b) Gender-neutral toilet/bathrooms shall have permanent partitions with cleanable wall finish and stainless-steel base, fittings, and hardware and signage to announce occupancy.

3.6.9.5 Toilet Accessories

a) Developer shall install toilet accessories as identified and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

b) Developer will, to the greatest extent possible, provide products from a single manufacturer.

c) Accessibility Requirements: Developer shall comply with requirements applicable in the jurisdiction of the Project, including but not limited to ADA and ICC/ANSI A117.1 requirements as applicable.

d) Accessories shall be commercial heavy duty, stainless steel, satin finish, and shall use standard sized supplies, such as toilet rolls, seat covers, etc.

e) All accessories shall be lockable and theft/vandal resistant and shall be easily serviced and refilled without special equipment, except for key access.

f) Toilet accessories include:

(i) Toilet tissue dispenser: Dispenser shall be double roll type with automatic drop in and shall be suited for toilet paper rolls up to five and one-quarter inch (5 ¼") diameter.

(ii) Seat cover dispenser: Dispenser shall hold standard refill cartridges up to two hundred fifty (250) covers.

(iii) Sanitary napkin dispenser: required product is Bobrick B-2706 50 or equivalent.

(iv) Waste receptacle: required product is Bobrick B270 or equivalent.

(v) Soap dispenser: dispenser shall be touch free, and the required product is GoJo 2740-12 or equivalent.

(vi) Soap/shampoo rack in shower stalls.

(vii) Robe hooks.

(viii) Hand Drier: Required product is Dyson Airblade AB02 or equivalent.

(ix) Changing station: Fold out changing table, required product is Bobrick model KB110-SSRE or equivalent.

(x) Mirrors: Mirrors shall be one-quarter inch (1/4") thickness with solid backing. Frames shall be one half inch (½") by one half inch (½") by one half inch (½") heavy-duty stainless-steel angle, with all corners mitered and welded. Tilt mirrors shall be stainless steel with tilt built into frame.

(xi) Electrically operated toilet accessories such as touchless faucets, automatic soap dispensers, hand dryers, automatic flush valves, etc., shall be equipped with electrical power connections. Requirements for electrically operated toilet accessories shall be identified and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

3.6.9.6 Emergency Key Cabinets

a) Emergency key cabinets shall be recessed with side hinged doors, large enough to hold all necessary keys and box cap wrenches and have a stainless-steel finish.

b) Police department boxes shall be Knox Box Model #3273 with tamper switch on door or equal and shall be indicated with reflective blue tape.

c) Fire department boxes shall be Knox-Fault Model #4140 high security commercial key vault with tamper switch on door or equal and shall be indicated with reflective red tape. Provide standpipe wrench on door.

d) Location of boxes to be determined in collaboration with operator and local police/fire department representatives

e) Both emergency key cabinets are required to be monitored through the CBord System which requires a connection to BDF room.

3.6.9.7 Drinking Fountains and Water Bottle Filling Stations

a) New Facility interior drinking fountains shall be installed in quantities and locations required by code and provide Barrier-free "Hi-Lo" Chilled Dual Wall Mount Fountains with water bottle filling stations. Construction shall be of 14-gauge Type 304 Stainless Steel with electric water coolers.

b) Interior drinking fountains locations shall be proposed by Developer and agreed with the LACC Operator through the design submittal process.

c) Interior drinking fountains shall be provided at each public washroom throughout the new facility.

d) Exterior drinking fountains shall be installed at locations as set forth in Exhibit 2 - Developer Commitments.

e) Exterior drinking fountains shall be placed in shaded locations where practicable.

f) All drinking fountains, water coolers, and bottle fillers shall be fabricated with one hundred (100%) lead-free waterways in accordance with NSF/ANSI Standard 61, Section 9, California Proposition 65, California Health and Safety Code and the Federal Safe Water Drinking Act.

3.6.10 LACC Operations Signage and Wayfinding

3.6.10.1 General Requirements

a) Signage for the Project shall include, statutory signage, wayfinding signage, room naming and numbering and digital signage.

b) Any exceptions or deviations to the requirements of Section 3.6.10 LACC Operations Signage and Wayfinding shall be approved by Owner.

c) Developer shall develop and submit to Owner for review in accordance with Exhibit 11 Submittals Review Process a Signage Master Plan. Such Signage Master Plan shall include a design narrative explaining the signage and wayfinding approach, including signage required by applicable Law, for pedestrian, bicycle and vehicular traffic within the LACC Campus, including gateway signage.

d) Illuminated signage or video signage shall be equipped with electrical branch circuits and data network drops.

e) Wayfinding shall be provided at the 11th street parking/freight entrance. This element shall be designed to orient building users to primary access points of LACC Campus.

3.6.10.2 Placement and Presentation

3.6.10.2.1 Sign Placement

a) Signs shall be located to present the necessary information at the point of first exposure to the viewer and meet code requirements. In selecting the placement of an exterior building sign, consideration shall be given to the surrounding terrain, viewing angle, line of sight, traffic flow, speed and power source if it is required.

3.6.10.2.2 Sign Size

a) The main consideration in determining sign size shall be the distance from which it must be read, the relative importance of the message, and the length of the message.

3.6.10.2.3 Sign Materials

a) Specific weights, thickness, materials and construction shall be both durable and of good quality. Edges shall be finished and seams and joints well executed and acceptable to Owner in sample form during the performance of the Design Work.

3.6.10.2.4 Interior Sign Color and Finishes

a) All letters, numbers and/or symbols shall contrast with their background and have a non-glare finish. The color to be used for such letters, numbers and/or symbols and the background color for all interior signs shall be proposed by Developer and agreed with the LACC Operator as part of design submittal process, non-glare shall be used unless otherwise noted. Signage mounted on glass shall have backers matching background color.

b) Sign Selection Considerations: Developer shall be responsible for signage conformance with all applicable Law and ADA requirements. In the event of conflict between the requirements and applicable Law, all applicable Law shall govern.

3.6.10.3 Interior Signage

a) All interior signs shall be in compliance with Section 3.6.10.2 Placement and Presentation subject to the following exceptions:

   (i) An alternative standard may be followed for gender inclusive signage provided that such signage is compliant with the CBC.

   (ii) The interior wall mounted LEED display requirements shall not apply. Developer shall obtain and provide to Owner standard LEED recognition plaques.

b) All signage numbering shall follow the LACC room numbering system and must be approved by Owner.

c) Informational signs shall use short verbal messages or pictorial symbols to convey information in the clearest manner.

d) Office identification signage shall include a room number and occupant name(s). A logical and consistent room numbering system shall be developed.

e) Conference rooms or special-function rooms shall be identified with a room number and name of function. Other miscellaneous permanent spaces shall be identified by number and name.

f) All IT Rooms, Nonassignable Spaces: Mechanical Rooms, Nonassignable Spaces: Electrical closets, including plumbing rooms, storage rooms, and closets shall be identified by room number only.

g) For Interior use, signage may be one-quarter inch (¼") thick interior grade photopolymer with tactile copy and braille grade to meet the ADA code requirement. Room identification signage may be one-eighth inch (1/8") thick with rastor text and braille, provided signs comply with ADA requirements.

h) Developer shall be responsible for any electrical connected signage required by applicable Law as well as for any signage and labels for all equipment, pipes, connections, and other items within the following types of rooms/spaces/Area: mechanical, electrical, plumbing, IT, elevator, elevator mechanical rooms, and utility per applicable Law.

i) All signage for fire pump rooms and fire departments connections signage shall meet the AHJ's requests and requirements.

3.6.10.4 Exterior Signage

a) All exterior signage shall comply with Section 3.6.10.1 General Requirements and with all applicable Law. Exterior signage shall be one-quarter inch (¼") thick exterior grade photopolymer with tactile copy and braille grade shall meet all ADA requirements. Exterior signage requirements do not apply to shuttle and tram signs. Developer shall provide six (6) signage kiosks at locations to be determined by Owner during the design review process.

3.6.10.5 Existing Facility Signage Modifications

a) Developer shall amend existing signage throughout the Existing Facility to identify areas requiring updates or modifications to align with wayfinding requirements for New Facility. This review shall include a comprehensive audit of signage locations, visibility and message clarity.

b) Developer shall propose modifications that ensure seamless integration with the signage in the New Facilities. This includes, but is not limited to, changes in text, directional arrows, and the inclusion of new areas created by the expansion.

c) Developer shall present a detailed signage modification plan, including mock-ups for updated signs for Owner approval. This plan shall consider the consistent application of fonts, colors, materials, and finishes across both existing and new signage to maintain a cohesive and unified appearance.

d) All updated signage shall meet current accessibility codes, ensuring compliance with ADA requirements, and shall enhance wayfinding ease for all building users, including those with disabilities. Developer shall also ensure that modifications consider the impact of changes on lighting and sightlines within the Existing Facility.

3.6.11 Consequential Work

a) Developer shall ensure that the design and construction of the expansion, which connects the two separate exhibit halls and meeting room blocks, results in a fully integrated and contiguous convention center.

b) Any consequential work that arises from the Project must be addressed to maintain the operational integrity of the existing buildings, ensuring that the entire facility functions cohesively. Developer is responsible for identifying and addressing all necessary structural, system, utility, and operational integrations between the new and existing buildings. It is imperative that Developer adheres to industry best practices to ensure that the new construction enhances, rather than detracts from, the performance and functionality of the retained structures.

c) It is Developer's responsibility to ensure that, at the time of handover, all buildings, both new and existing, are fully functional and meet all operational requirements. Developer must deliver a unified convention center where the new expansion and the existing buildings operate in harmony, providing a seamless experience for users and ensuring no negative impact on the existing facilities as a result of the expansion.

3.6.11.1 Integration with Existing Systems

a) Developer shall undertake a comprehensive assessment of existing systems to identify any required integration or modifications resulting from the expansion. This includes, but is not limited to, mechanical, electrical, fire life safety, data/IT, communications, and AV systems. Developer is responsible for ensuring that:

   (i) All necessary due diligence is performed to confirm that existing systems can accommodate the new expansion.

   (ii) Any potential impacts on system performance, capacity, or compliance are identified and addressed.

(iii) Integration measures are fully incorporated into the scope of work.

3.6.11.2 Upgrades to Existing Systems

a) Developer shall review and upgrade existing systems as needed to support the new expansion. This process shall include:

(i) An evaluation of existing mechanical, electrical, life safety, Data/IT, Communications, and AV systems as necessary to identify any required upgrades to comply with permitting requirements.

(ii) Ensuring that all necessary upgrades are incorporated into the Project scope and accurately priced.

3.6.11.3 Utility and Infrastructure Impact

a) Developer shall assess the impact of the expansion on existing utilities and infrastructure. Due diligence must be conducted to:

(i) Identify any necessary modifications to utility services or infrastructure.

(ii) Ensure that any required changes are included in the Project scope and budget.

(iii) Example considerations

(iv) Rerouting or upgrading cable and data lines to accommodate new layouts.

(v) Evaluating the capacity of existing utility connections to support the expanded facility.

b) In addition to the electrical needs for the expansion, Developer shall determine all additional electrical loads for modernization work in the Existing Facilities such as the signage program, kitchen upgrades, conversion of gas equipment to electric, etc. and design the new electrical system with the capacity and distribution to accommodate all such additional loads.

3.7 FACILITIES SYSTEMS

a) Developer shall design and construct the facilities systems in accordance with local Codes and Standards , the requirements of this section and, in respect of each area within the facility, room/area functional requirements to be identified and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

3.7.1 General

a) Developer shall provide reliable, efficient and effective building services and systems both within and external to the LACC for both permanent and temporary works associated with the Project's design and construction.

3.7.1.1 Energy Usage

a) Developer shall design the Project and its systems to maximize operations, maintenance, and energy performance.

b) Developer shall use the equipment information to model the effect of equipment on energy usage.

c) Developer shall use energy model to inform design decisions impacting performance, and properly report and document these decisions with Owner.

d) Energy usage shall be monitored using electrical power management system (EPMS) for electrical energy and mechanical energy, such as gas and water, may be monitored using BMS.

3.7.1.2 Coordination

a) Unless otherwise indicated facilities services shall run above the plane of the light fittings. Suitable offsets, take-offs and supports shall be provided in ductwork, piping, cable trays / baskets and similar to meet this requirement.

b) Coordination of facilities services shall consider access requirements for equipment above light line, as well operational access requirements such as access to rigging points and the like.

3.7.1.3 Sensitivity to Architectural Features and Adjacent Uses

a) Facility services shall be installed in an unobtrusive manner that does not detract from the architectural appearance nor reduce the amenity of the facilities or adjacent areas. This requirement shall extend to all aspects of the installation including but not necessarily limited to location, route, fixing, spacing, noise, vibration, size, color, shape and finish.

b) Facility services shall be arranged to ensure adequate protection from vandalism and tampering. When viewed in plan, piping, ductwork, cabling and the like shall generally run parallel or perpendicular to building elements. Where curved alignment is encountered there shall be at least two (2) corrections of alignment per radial grid bay to suit this requirement. All conduits, feeders, wiring and the like shall be concealed from view in all public areas including but not limited to the following:

   (i) Hall spaces, noting that services will be exposed, but will be above the light line and painted black to visually conceal them;

   (ii) Lobbies, pre-function spaces, meeting rooms, and multi-purpose-space;

   (iii) Concourses and atria;

   (iv) Dining areas and bars;

   (v) Merchandise, food and beverage outlets;

   (vi) Office areas; and

   (vii) Kitchens.

3.7.1.4 Risers

a) In general, ductwork, piping, conduit and cable trays shall rise vertically through the structure within one of a series of risers positioned in a uniform manner around the facility.

3.7.1.5 Access

a) Permanent and adequate access for commissioning, inspection, carrying out preventative maintenance and undertaking repairs shall be provided for all equipment, motors, valves, dampers, luminaires, floor boxes and the like. All ceiling access panels shall be twenty-four inches (24”) by twenty-four inches (24”), minimum. All equipment, valves, filters and similar shall be within reach of access panels without having to be supported by the ceiling structure or similar.

b) Design shall ensure that all equipment, floor boxes and the like selected for spaces spanning Pico Passage can be accessed and maintained within the internal space. Where maintenance access is required from below, access points shall be located where interruptions and closures of Pico Blvd are minimized.

c) Clearances shall be provided in plantrooms to facilitate major maintenance procedures such as tube cleaning, bearing replacement, motor replacement and the like without dismantling of ductwork, piping or other equipment.

d) All filters, valves and controls shall be capable of being removed and replaced without dismantling walls, ceilings, pipe work and the like.

e) No facility service shall restrict access to valves, fittings, access panels, instruments, control panels, cable trays, or the like associated with any other service. Wherever possible a clearance of at least twenty-four inches (24") shall be kept around all of the above items.

3.7.1.6 Isolation Facilities

a) All new branches from piping vertical risers shall be provided with isolating valves. All equipment shall be capable of being separately isolated from associated piping distribution systems.

3.7.1.7 Expansion

a) Adequate facilities, in accordance with industry standards, shall be provided in ductwork, piping, conduit, cable trays and associated supports to accommodate the expected expansion at each of the structural and/or seismic expansion joints.

3.7.1.8 Cable Distribution

a) In general, feeders, control cabling and similar shall be secured onto cable trays, raceways or other suitable form of cable conveyance. All cable raceway support structures shall be accessible and shall provide at least twenty-five percent (25%) spare capacity.

3.7.1.9 Drainage

a) All equipment rooms that accommodate critical building systems including heating, ventilation, conditioning (HVAC), electrics, plumbing, fire suppression and lighting, equipment platforms and the like shall be provided with floor waste funnel drains to enable fast drain down of piping systems and clean-up of leaks. Where equipment rooms are considered 'dry' (fully electric) no drainage is required to be installed.

b) All equipment rooms that accommodate critical building systems shall be treated so that floors are waterproof, all required penetrations are bunded as required and that all joints are sealed.

3.7.1.10 Harmonics

a) All equipment forming part of the mechanical, electrical, fire, and hydraulic services provided by Developer, shall comply with IEEE519 standards and requirements set out in Section 3.4.9.6.1 Power Quality.

3.7.1.11 Hazardous Areas

a) Installations within hazardous areas shall be installed and certified in accordance with the applicable hazardous area classification.

3.7.1.12 Power Monitoring and Metering System

3.7.1.12.1 General

a) All New Facilities shall incorporate power monitoring systems to monitor the total electrical demand load at the service entrance of the New Facility. Monitored data from the Existing Facility shall be integrated into the new monitoring system so as to provide overall visibility of the data monitoring for the entire campus.

b) Developer shall provide a metering matrix outlining the metering strategy for the site and demonstrating compliance with the Technical Requirements. The metering matrix shall form part of the Project Submittals.

c) The power monitoring system at a minimum shall comply with Title 24 energy code.

d) Developer shall provide the necessary metering and monitoring capabilities to monitor the energy use and other environmental parameters for each facility to facilitate several objectives, including:

   (i) disaggregated measurement of loads in compliance with Title 24 requirements;

   (ii) verification that monitoring systems perform as designed and that monitoring performance is maintained over time; and,

   (iii) tracking of energy use.

e) The minimum requirements for the metering and monitoring systems shall include:

   (i) Incoming utilities to the LACC Campus; and,

   (ii) Any additional metering required to provide a measurement and verification process that is in compliance with the requirements of the International Performance Measurement and Verification Protocol (IPMVP) and LEED.

f) All electricity, natural gas and water meters within the new facility shall form part of a site-wide energy metering system.

g) All metering information shall be compiled by a centralized system and interfaced with the BMS to enable maintenance personnel to tabulate energy data and create trend logs of energy use.

h) All areas and load categories within the LACC Campus shall be disaggregated (and metered if required) in an effective manner in isolation from one another. Metering

shall be provided for all main electrical loads and all panel boards as required by Codes and Standards. At a minimum, event power shall be separately metered within each exhibit hall. Event power consists of floor box, company switchbox and catwalk power for each hall.

i) All meters shall form part of a site wide networked metering system. This system shall utilize a dedicated bus and internet protocol (IP) technology and shall connect to the facility local area network (LAN).

j) The metering system shall incorporate meters that are compliant with Codes and Standards and mandatory LEED requirements. The electrical loads that shall be disaggregated or individually metered include but are not limited to the following:

   (i) As required by Codes and Standards and mandatory LEED requirements;

   (ii) Show/Event Power, and;

   (iii) Electrical vehicle charging stations.

3.7.1.12.2 Electrical Meters

a) Electrical loads shall be metered in accordance with the requirements of the AHJ and applicable codes as per the metering matrix. LADWP incoming supplies, major loads and all show power shall be metered using power analyzer type meters capable of reporting power quality parameters, inclusive of the following parameters;

   (i) Harmonic distortion (up to and including the 50th harmonic – voltage and current);

   (ii) Voltage sag and swell detection;

   (iii) Waveform capture;

   (iv) Compliance monitoring;

   (v) Dip and swell, transient; and

   (vi) Disturbance direction detection.

b) All other electrical meters shall be capable of measuring typical electrical parameters including but not limited to:

   (i) Current;

   (ii) Voltage;

   (iii) Frequency;

(iv) Apparent power total;

(v) Power factor total;

(vi) Power factor per phase;

(vii) Active power total;

(viii) Active power per phase;

(ix) Reactive power total; and

(x) Reactive power per phase.

3.7.1.12.3 Chilled and Heating Hot Water Thermal Meters

a) Devices used to meter the chilled and heating hot water shall be capable of integration into a standalone metering system or with the BMS. If thermal meters are used, they shall be of suitable accuracy to meet the requirements of the AHJ.

3.7.1.12.4 Potable and non-Potable Water Meters

a) Potable and non-potable water use shall be metered and sub metered to comply with the mandatory requirements of CALgreen and LEED. The primary sources of water use that will be sub metered include make up water to the CUP cooling towers, water to each kitchen, and outdoor irrigation. Provision for sub metering of water for event use to be provided, sub metering shall be provided per subdivision of hall.

b) Water meters shall utilize pulse capable output meters connected to the centralized metering system to log all water consumption data.

c) The water metering shall incorporate leak detection, by the monitoring of water use in all areas throughout the facility on a weekly, monthly, quarterly and annual basis.

d) This data shall enable an average use to be determined and should the water consumption exceed the average by a pre-determined amount then the building management system “excess water alarm” shall be raised within the BMS.

3.7.2 Vertical Circulation Systems

3.7.2.1 General Requirements

a) Provide only equipment that has been certified and accepted for use in the State of California. Use of prototype equipment or components is not acceptable.

b) All elevator and escalator systems shall be in conformance with ASME A17.1, Safety Code for Elevators and Escalators as referenced and amended in Title 8 California/OSHA Regulations, Division 1, Chapter 4 Division of Industrial Relations, Subchapter 6 Elevator Safety Orders, City of LA Building Code, and all other elevator and escalator requirements as provided therein.

3.7.2.2 Elevator Systems

a) Electric traction elevators are the only type of elevators permitted on the Project. No hydraulic elevators are permitted unless otherwise permitted by Owner. Elevators shall be electric traction type. Passenger and service elevators may be either gearless Machine-room-less (MRL) or overhead gearless traction type. Freight elevators shall be gearless traction type.

b) All microcomputer diagnostic devices and tools necessary for service of the microprocessor shall be non-proprietary.

c) For passenger elevators, Developer shall provide manufacturer's standard vandal resistant hall and car buttons using LED illumination for all passenger elevators.

d) Developer shall provide hall lanterns with LED illumination and targets or indicator flags that provide 180 degree viewing. Service elevators and freight elevators shall have vandal proof in car directional arrow indicators, hall call buttons and car call buttons. Fixture illuminations shall be LED.

e) Developer shall provide keyed switches. Developer shall provide for fireman's service, keyed to Adams WD01.; Developer shall provide passenger and service cars with key switch service cabinet shall contain key switches to control fan/blower; cab lights, independent service and top inspection.

f) Developer shall provide freight cars with surface mounted key switches to control cab lights, independent service and top inspection. All keys shall integrate with campus keying system, best "A." All elevators shall have digital position indicators inside each car (one per car station panel). Passenger cars shall have position indicators mounted above each hall landing entrance at all floors.

g) Freight and service elevators shall have hall position indicators mounted at loading dock level, kitchen level, and main entry level.

h) Each passenger car shall have two swing return type car operating panels, mounted on either side of front entrance opening. One surface or applied mounted car operating panel shall be set into front return wall for service cars. If service cars are equipped with rear entrance, Developer shall provide second applied car panel mounted in rear return wall. Developer shall not provide swing return type operating panels for service cars. Each freight elevator shall have recess mounted car panels, one per side wall (two per car)

i) The rated speed shall be no less than 200 fpm for service and freight elevators. Passenger elevators shall have speed of 350 fpm or maximum speed achievable within travel distance, where serving more than three landings.

j) Passenger elevators shall have stainless steel applied panels, No. 4 satin finish. Passenger cars shall have stainless steel car doors, entrance frames, transom and front return walls (also No. 4 satin finish). Cab finished floor shall be tile as supplied and installed by other trades. Developer shall provide stainless steel type island suspended ceiling, with LED down lights controlled by dimmer switch in car service cabinet. Provide stainless steel flat bar handrails (4" height, ¼" thick) mounted off each non access wall with ends returned back to adjacent cab wall. Passenger elevators shall have stainless steel finished landing door frames and hall door panels, No. 4 satin stainless at all levels, with nickel silver sills. Passenger cars shall have nickel silver car sill.

k) Service elevators shall have textured stainless-steel applied panels (5WL), No. 4 satin finish. Provide stainless steel car doors, entrance frames, transom and front return walls in No. 4 satin finish. Cab finished floor shall be aluminum checker plate provided by elevator trade. Provide stainless steel flat bar handrails (4" h x ¼" thick) mounted off each non access wall with ends returned back to adjacent cab wall. Provide stainless steel flat bumper rails (8" h x ¼" thick) mounted off each non access wall with ends returned back to adjacent cab wall. Provide painted canopy with recessed fluorescent strip lights complete with hinged cover/lens, openable from inside cab to permit bulb replacement. Provide service elevators with stainless steel finished landing door frames and hall door panels, No. 4 satin stainless at all levels, with nickel silver sills. Provide passenger car with nickel silver car sill.

l) Freight elevators shall have painted steel enclosure walls. Provide painted wire mesh car gates. Cab finished floor shall be aluminum checker plate provided by elevator trade. Provide stainless steel flat bar handrails (4" h x ¼" thick) mounted off each non access wall with ends returned back to adjacent cab wall. Provide hardwood bumper rails (12" h x ½" thick) mounted off each non access wall with ends returned back to adjacent cab wall. Provide painted steel canopy with recessed mounted LED strip lights complete with hinged cover/lens, openable from inside cab to permit lamp replacement. Provide painted steel C Channel entrance frames and headers at all landings. Provide painted steel landing door panels (vertical bi-parting type) with truckable sills. Provide pass type doors where required due to reduced floor to floor heights. Provide steel checker plate sills at each landing entrance.

m) Developer shall include an exhaust fan in each passenger and service elevator.

n) Developer shall include car lighting in accordance with the finish schedule.

o) Developer shall include shaft lighting in accordance with the requirements of the AHJ.

p) Developer shall include a card reader in each elevator to grant permissions-based access to all levels;

(i) Car calls to designated levels on tenant security shall not register without prior activation from coded card to enable activation of floor buttons.

(ii) Ground floor car button shall remain active at all times.

(iii) Card access feature shall be able to be overridden by independent or emergency service operation.

q) Developer shall include a CCTV camera in each elevator.

r) Developer shall include a flush-mounted ceiling speaker with connectivity to the motor room

s) Elevator machine for traction elevators shall be the manufacturer's standard variable voltage traction type hoisting machine, gearless traction.

(i) Where variable-voltage is required, provide standard solid-state converters for use with elevator machine motors.

t) Elevators shall be controlled by a non-proprietary elevator management system, and shall have open data access to allow for Owner elevator monitoring. Such non-proprietary elevator management system shall be capable of producing an elevator performance report detailing the performance and reliability of all elevators within the building. Such elevator performance report shall be able to detail the individual unit performance compared to design and commissioning standards, including system availability, wait time, and feet per minute rates. Such elevator management system shall be integrated with the BMS.

u) All elevators shall conform to the following performance operational standards:

(i) The controller system shall provide smooth acceleration and deceleration with one-half inch (1/2") leveling accuracy at all landings, from no load to full rated load in the elevator, under normal or unloading conditions.

(ii) The speed of the elevator shall not vary plus or minus three percent (3%) under loading conditions.

(iii) Ride quality requirements for passenger elevators shall include a horizontal acceleration measured inside of the cab during all conditions to not exceed 10 mg peak to peak for conventional gearless traction or 15 mg peak to peak for MRL gearless traction within the 1 – 10 mz range.

(iv) Vertical acceleration and deceleration shall be free of bumps, jerk and sway and shall be no less than 2.5 feet/sec^2 for MRL gearless traction and no less

than 3.0 ft/sec² for conventional gearless traction with initial ramp up of between 0.5 seconds and 0.75 seconds.

(v) Sustained Jerk: Not more than 6 feet/second³.

(vi) Measurement Standards: Measure and evaluate ride quality consistent with ISO 18738, using low pass cutoff frequency of 10 Hz and A95 peak-to-peak average calculations.

v) Noise and Vibration Control for Passenger and Service Cars:

(i) Airborne Noise: Measured noise level of elevator equipment and its operation shall not exceed 58 dBA inside car under any condition including door operation and car ventilation exhaust blower on its highest speed. Limit noise level in the machine room or equipment space relating to elevator equipment and its operation to no more than 80 dBA. All dBA readings to be taken 3'-0" off the floor and 3'-0" from the equipment using the "A" weighted scale.

(ii) Vibration Control: All elevator equipment shall be mechanically isolated from the building structure and other components to minimize the possibility of objectionable noise and vibrations being transmitted to occupied areas of the building.

w) Machine-Room-Less (MRL) traction elevator (2.0 fps door operator speed) Doors Open Time and Doors Close Time shall be no more than:

(i) Three foot six inches (3'-6") center opening 2.0seconds open/2.8 seconds close;

(ii) Three foot six inches (3'-6") side opening 3.0 seconds open/4.5 seconds close;

(iii) Four foot (4'-0") center opening 2.2 seconds open /3.0 seconds closes; and

(iv) Four foot six inches (4'-6") side opening 3.5 seconds open/5.1 seconds close.

x) Conventional gearless traction elevator (2.5. fps door operator speed) door open times shall be no more than:

(i) Three foot six inches (3'-6") center opening.0 seconds open/2.8 seconds close;

(ii) Three foot six inches (3'-6") side opening 3.0 seconds open/4.5 seconds close;

(iii) Four foot (4') center opening 2.2 seconds open/3.0 seconds close;

(iv) Four foot six inches (4'-6") side opening 3.5 seconds open / 5.1 seconds close.

y) Advance door operation ("pre-open") shall not be provided.

z) Leveling accuracy under all load conditions shall be:

(i) VVAC, VVDC: one-quarter inch (1/4").

aa) Upward travel speed consistency: Elevator shall maintain consistent travel speed regardless of load.

bb) Doors Open Time: Maximum time in seconds from time doors start to open until doors are fully open.

cc) Door Close Time: Minimum time in seconds from time doors start to close until doors are fully closed, without exceeding kinetic energy and closing force allowed by applicable Law.

3.7.2.2.1 Passenger Elevators

a) Passenger elevators shall be designed to optimally transport attendees vertically to all levels.

b) Developer shall provide passenger elevators in size, quantity, and capacity to adequately accommodate events with higher ratios of wheelchairs and assisted mobility devices.

c) Passenger elevators shall each have a minimum capacity of 4,000 lbs., with the following minimum dimensions: clear inside cabin width of 7'-8" and clear depth of 5'-5" plus clear opening height of 8'-0". Passenger elevator capacity to be determined by passenger carloads required to meet target handling capacity. Passenger elevators shall have center opening entrances with a minimum clear opening width of 4'-0" and minimum opening height of 7'-0".

d) Passenger elevators shall be equipped with two-way emergency audio monitoring and communications network connection for in cabin TV.

3.7.2.2.2 Service Elevators

a) Service elevators shall be placed in locations that require food service staff and maintenance staff to travel vertically with food, product, materials, or equipment.

b) Developer shall provide service elevators in quantity and size to adequately accommodate delivery (and volume) of personnel, goods, and equipment to serve the respective demand for the areas served.

c) Service elevators shall each have a minimum capacity of 5,000lbs with clear inside cabin size of the following minimum dimensions: 5'-8" wide,10'-1" deep, and 10 feet clear height. Developer shall provide service elevator cars with two speed horizontal sliding entrances having minimum clear opening width of 54" and minimum opening height of 96" height.

d) Service elevators shall be equipped with two-way emergency audio communication, inside cabin CCTV camera and communications network connection.

3.7.2.2.3 Freight Elevators

a) Developer shall provide freight elevators in quantity and size to adequately handle the respective load and demand to all areas and usages served.

b) The quantity and size of freight elevators shall adequately accommodate the various freight operations for events, maintenance, food services, personnel, and equipment.

c) Developer shall provide freight elevators with power operated vertical bi-parting hall doors and vertical lift car gate. Freight elevators shall have doors with automatic sequence control. Clear opening door width of freight elevators shall equal clear cabin width. Clear opening door height of freight elevators shall be10 feet.

d) Freight elevators shall allow for the transport of freight and equipment to all required levels, including the exhibit hall catwalk level.

e) Minimum size of freight elevators shall be ten (10) feet wide and ten (10) feet tall with minimum capacity of 20,000 lbs. The depths of the freight elevators may vary, but the minimum depth of the main four (4) elevators (two (2) behind the new exhibit hall, and two (2) behind the existing concourse building) shall be twenty-four (24) feet.

f) Freight elevators shall be designed for Class C1 loading.

g) Elevators identified by Owner and as identified on the 50% DD Drawings used for transportation of hazardous materials shall comply with the City of LA Fire Code.

h) Freight elevators shall be equipped with two-way emergency audio communication and in cabin CCTV camera.

3.7.2.2.4 Escalators

a) Developer shall provide escalators in the quantity, size, configuration and speed to adequately handle the respective loads during peak events, without a reduced level of service.

b) Redundancy shall be provided to adequately handle loads when an escalator is down for repair. Minimum number of escalator units within any new core shall be three with all units arranged to be parallel and adjacent.

c) Landing spaces and adjacencies shall be designed in a manner that avoids bottlenecks.

d) Basis of design shall be not less than 48" units with 40" wide steps or not less than 40" units with 32" wide steps.

e) Escalators shall be heavy duty commercial quality, designed to function at least 20 hours per day, seven days a week.

f) All escalators provided shall be capable of operating in both directions (both up and down) as required by the building operator. Escalators shall be capable of frequent directional changes, withstanding multiple direction reversals per day without compromising safety, performance or durability.

3.7.2.3 Escalators Systems

a) The minimum width for escalator steps shall be not less than 48" units with 40" wide steps or not less than 40" units with 32" wide steps, with a speed of 100 fpm;

b) Each unit shall be capable of operating smoothly and quietly at rated speed with synchronized step and handrail operation and speed in either direction of travel. The control system shall provide smooth operation free of jars or bumps;

c) The speed of the escalator shall not vary plus or minus five percent (5%):

   (i) Step Speed: Unit shall be capable of operating at contract speed under any loading condition (up to full rated load) in either direction of travel; and

   (ii) Handrail Speed: Substantially same as step speed.

d) Noise and Vibration Control: Provide sound isolation within truss as required to limit noise levels relating to escalator equipment and its operation to no more than 58 dBA, measured three feet (3') above escalator at any point of its length.

3.7.2.4 Staircases

a) Staircases shall be designed and constructed to ensure accessibility and safety.

b) Staircases shall have handrails with a finish that matches that of the handrails utilized in staircases in the existing facility and comply with the LADBS Building Code.

c) Staircases shall incorporate non-skid products or surfaces to promote safety at all times.

3.7.3 Plumbing Systems

3.7.3.1 General Requirements

a) Plumbing systems shall include domestic cold, hot water and hot water recirculation, sanitary waste and vent, greywater,, grease waste, storm drainage, and compressed air systems.

b) The plumbing systems shall be designed to promote the implementation of cost effective and energy efficient strategies for the system design, equipment selection, distribution and overall system integration. The plumbing systems shall also be designed to incorporate the ease of maintenance, flexibility, and redundancy of critical components.

c) Isolation valves shall be provided throughout the facility to enable servicing, expansion, renovation or construction of any part of the facility without interruption of plumbing services to adjacent spaces.

d) The building plumbing systems shall have appropriate shut off valve zoning. Shut off valves shall be provided on each system to isolate each toilet room.

e) Pressure regulating valves to be provided to maintain balanced design water pressure.

f) Provide water hammer arrestors on pipework groups and single remote fixtures.

g) Services shall be arranged to ensure that access is readily available at all times for inspection and maintenance.

h) Piping shall not be, where practicably possible, installed in, pass through, or enter electrical rooms or telecommunications room, except as needed to serve the room itself. (This shall be shown on work Submittals).

i) Developer shall identify piping and equipment components of the plumbing systems to indicate their function and system served. Pipe markers shall conform to ANSI A13-1 standards and in accordance with the requirements of the AHJ.

j) Insulation in accordance with the CPC shall be required for but not limited to the following:

   (i) all hot water systems;

   (ii) cold water and roof drainage piping where located in spaces with high humidity sources including but not limited to kitchens and any space served by a humidifier

k) Piping shall not contact gypsum board at any point. Provide a minimum of one half inch (½") clearance.

l) Concrete housekeeping pads shall be provided for all floor mounted plumbing equipment with a minimum pad depth of four inches (4").

m) Drip pans shall be provided below all plumbing piping routed above electrical, telecommunication, AV, etc. spaces as well as below sanitary, grease waste, and storm piping routed above food service spaces.

n) Developer shall install strainers upstream of control valves, backflow preventers, pumps, and pressure reducing valves.

o) Developer shall provide water meters, pressure gauges, and thermometers for control and monitoring of system performance.

p) For motors 1 hp and above, for hot/cold water circulators and sump pumps and the like, Developer shall provide "premium high efficiency" motors.

q) Developer shall install brass tags attached with chain to each valve.

r) Two (2) typed valve lists shall be provided to identify each valve:

   (i) one (1) list sorted by valve number; and

   (ii) one (1) list sorted by valve location.

s) Developer shall Identify piping systems with color-coded labels in accordance with ANSI A13.1, placed at intervals no greater than fifty feet (50') generally or twenty-five feet (25') in congested areas, adjacent to each valve.

t) Developer shall provide domestic water supply/sanitary sewer connections as specified and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

u) Developer shall include 15% margin in plant and distribution sizing for future expansion and changes.

3.7.3.2 Piping Materials

a) Piping Materials shall meet the following minimum requirements;

   (i) Natural Gas Underground (Outside Building): High Density, SDR-11 iron pipe size polyethylene pipe.

   (ii) Natural Gas Underground (Inside of Building): Schedule 40 Black Steel routed within vented PVC conduit.

   (iii) Natural Gas Aboveground: Schedule 40 Black Steel, all piping larger than two inches (2") to be welded, screwed fittings or welded for piping less than two inches (2")

(iv) All piping larger than two inches (2") to be welded, screwed fittings or welded for piping less two inches (2")

(v) Waste/Vent Underground: Coated Hub & Spigot Cast Iron pipe with neoprene compression gaskets.

(vi) Waste/Vent Aboveground: No-Hub Cast Iron pipe with approved stainless-steel couplings.

(vii) Storm Water Underground: Coated Hub & Spigot Cast Iron pipe with neoprene compression gaskets.

(viii) Storm Water Aboveground: No-Hub Cast Iron pipe with approved stainless-steel couplings

(ix) Indirect Waste: DWV Copper (three inches (3") and smaller)

(x) Domestic Water Underground: Type K Copper (two and a half inches (2-1/2") and smaller). Cement-lined, ductile iron pipe AWWA C151 or AWWA C115 (three inches (3") and larger).

(xi) Domestic Water Aboveground: Type L Hard Copper

(xii) Compressed Air: ASTM A53, Sch. 40, seamless, Grade B pipe

b) Cross-linked Polyethylene (PEX) and thin wall copper piping is not permitted.

c) All exposed ferrous metal pipes shall be prepped, primed and finish coat painted.

d) Any alternative materials shall be proposed to Owner for approval and only utilized if approved.

e) For alternative materials, Developer shall demonstrate that the performance and life expectancy of the alternative, based upon successful use track record, is equal or superior as the material listed above.

3.7.3.3 Insulation

a) Piping Insulation Materials and thickness shall follow the minimum requirements of CCR Title 24. California Buildings Standards Code and California Energy Commission Building Energy Efficiency Standards.

b) All interior exposed insulated piping and fittings shall be PVC jacketed. All exterior exposed insulated piping and fittings shall be aluminum jacketed.

3.7.3.4 Fixtures

a) All fixtures shall be low flow and WaterSense labeled with motion sensor activated wherever possible or shall include other automatic shut off.

b) Flush valves shall be low flow sensor operated flushometers.

c) All fixtures and fitting as a minimum shall be of first grade commercial quality vitreous china, except in kitchens and related areas where fixtures shall be stainless steel.

d) Vandal resistant fixtures shall be provided to areas prone to vandalism.

e) Water closets: water closets shall be wall hung, vitreous china, siphon jet action, MaP tested by IAPMO to exceed 500 kg capacity.

f) Urinal: urinals shall be wall hung, vitreous china.

g) Lavatory: lavatories shall be vitreous china.

h) Sanitary waste traps for equipment shall be “P” type, cast brass, slip joint nuts, cast brass escutcheons, and cleanout plug. Visible traps shall be chrome plated.

i) Sink (counter mounted): sinks shall be type 304 stainless steel sink counter mounted, single bowl. Deck mounted low flow faucet, lever handle, gooseneck, rigid spout plain outlet.

j) All faucets and metallic surfaces in contact with drinking water shall not exceed the maximum lead content as stipulated in the relevant Codes and Standards and as required by the AHJ.

k) Fixtures with metal finishes exposed to and visible by Users shall have a polished chrome finish.

l) Electric water coolers shall be dual height, wall hung, push button operated and stainless-steel construction with integral chiller units and integral bottle fillers. Wall hydrants shall be recessed box type and freeze-proof.

m) Mixing box type, freeze proof, wall hydrants shall be provided for can wash, trash areas, and loading docks.

n) Wash down hose bibbs shall be provided in restrooms, mechanical rooms and trash docks/rooms.

o) Plumbing fixture groups where isolated shall have zone valves for isolating system from other areas so that groups of fixtures can be worked on without disruption to other areas.

p) A separate backflow preventer shall be provided for individual or group of fixtures in accordance with the Codes and Standards for cross-contamination and hazard risk.

3.7.3.5 Domestic Cold Water (Potable)

a) Domestic cold water will be provided for all domestic plumbing fixtures and devices that require potable water.

b) Developer shall upgrade the existing six inch (6") water service line for West Hall with an eight inch (8") service. Install a new reduced pressure backflow preventer.

c) Developer shall provide a new four inch (4") service to the Central Utility Plant (CUP) with a reduced pressure backflow preventer.

d) Copper cold water distribution shall be sized for a maximum velocity of 8 fps. Stainless-steel distribution shall be sized for a maximum velocity of 10 fps.

e) Packaged, variable speed type booster pump assemblies with multi-stage pumps shall be provided to meet the required capacity. The design shall allow flexibility for multiple assemblies or equipment packages, enabling the capacity to be divided across the necessary number of units. Each assembly shall have a control panel, variable speed drive on each motor, and an accumulator tank, all factory assembled on a steel base plate.

f) Developer shall verify the requirements for installation of domestic cold water storage tanks. This shall align with minimum code requirements and building ratings.

g) Developer shall provide hose connections such that all paved areas are within one hundred (100) feet of a point of connection within the New Facility.

h) For the new exhibit hall every floor box in every other row shall be provided with a water supply. Size of waterline supplying box shall be of adequate size and pressure for the intended use.

i) Wall boxes in the new exhibit hall shall be provided with a plumbed separate box from electrical, data and AV provisions. Plumbing wall box to contain water supply as listed for the floor boxes.

j) Install two plumbing service stations (cold water supply) in the BOH corridor south of the multi-purpose space (one in each corner) for the provision of temporary sink service.

k) A separate backflow preventer arrangement will be provided for connections to each irrigation system that feeds planters throughout the facility. Provide separate sub-meters for irrigation to be interfaced with BMS.

3.7.3.6 Domestic Hot Water

a) The building domestic hot water system shall provide for consumption and sanitary needs, and process water needs.

b) Hot water for the kitchen shall be generated by electrical hot water heaters, or heat pump hot water heaters.

c) Hot water for the restrooms shall be provided by electric tank type water heaters. Each grouping of restrooms will have their own heating systems. Install two plumbing service stations (hot water supply) in the BOH corridor south of the multi-purpose space (one in each corner) for the provision of temporary sink service

d) Developer can propose an alternative domestic hot water source to the one listed above on the condition that Developer demonstrates the alternative will be beneficial in the long term from an environmental, economic, and operational points of view. Hot water distribution piping shall be sized for a maximum velocity of 5 fps.

e) Domestic hot water shall be heated to 140°F. Point of use thermostatic mixing valves shall be installed for break room sinks, lavatories and hand sinks. Where hotter water is required, booster heaters shall be installed close to the source.

f) Recirculation of the hot water system is required per applicable code.

g) Restroom water heaters shall be controlled and monitored by the BMS so they can potentially be turned off during off hours. BMS shall be capable of notifying of any drop of temperature of stored hot water. Temperature of hot water stored within water heating systems shall be always kept above the minimum temperature as required to avoid growth of legionella, therefore any shutdown of water heaters shall be implemented as part of the water management program

h) Hot water systems shall be designed and installed to comply with the requirements of the County of LA Department of Public Health, the AHJ and all applicable regulations for the control of legionella.

i) Developer shall perform any required water pressure calculations to determine the need for a booster pump. All water booster pumps shall be controlled with variable speed drives in lieu of hydraulic controls.

j) If approved by Owner small or remote domestic hot water services shall utilize instantaneous or semi-instantaneous point-of-use electric water heaters

3.7.3.7 Water Softener

a) Equipment specific water softener/filter systems shall be provided to serve certain pieces of equipment in the new kitchen area and support areas to meet the requirements provided by the manufacturer. This includes washing machines, ice machines, steamers and combi-steamers.

b) Developer shall ensure that the performance of the water softener includes, but is not limited to:

(i) water quality;

(ii) flowrate capacity;

(iii) storage; and

(iv) serviceability.

(v) The water softener shall be in accordance with the requirements of the kitchen and catering operator, food service consultant and in line with industry best practices.

3.7.3.8 Sewage Systems

a) All laundry rooms, kitchens, janitor closets and trash/recycling rooms shall have floor drains. Floor drains in toilet rooms shall be provided in accordance with applicable codes.

b) Floor drain arrestors and strainers shall be included in areas where there is a considerable risk that debris or foreign matter can enter the sewage system, in accordance with the requirements of the AHJ.

c) Developer shall provide electronically timed and solenoid-operated trap primer stations or trap seals for all floor drains connected to the sanitary drainage system in accordance with the requirements of the AHJ.

d) Every other floor box in the new exhibit hall shall be provided with a drain that is meant to drain any water that enters the floor box. Water generally enters the boxes via several causes including scrubbing/washing the floor, damaged waterlines near or in the box, etc. Plumbing boxes to have a three (3") inch drain that provides for a three (3") inch opening.

e) Wall boxes in the new exhibit hall shall be provided with a plumbed separate box from electrical, data and AV provisions. Plumbing wall box to contain drain as listed for the floor boxes.

f) Install two plumbing service stations (drain) in the BOH corridor south of the multi-purpose space (one in each corner) for the provision of a temporary sink service.

g) Grease traps are required for the new kitchen with trap primers. Grease traps shall be selected and sized in accordance with the requirements of the AHJ.

h) Heat tracing shall be provided on main grease waste system

i) Developer shall ensure all cleanouts are accessible.

(i) If cleanouts are installed in an accessible ceiling space, the cleanout shall be extended through the floor above.

(ii) Developer shall utilize graphite on all cleanouts with all threads being thoroughly greased after acceptable pressure test.

j) A grey water system shall receive the waste discharge of lavatories and showers. This system will be independent of the sanitary system.

k) Planter drains shall be provided for the landscape areas throughout the facility.

3.7.3.9 Emergency Plumbing Fixtures

a) Emergency eye or eye/facewash equipment shall be provided in accordance with OHSA requirements. This equipment must meet the performance and installation requirements of ANSI Z358.1 1998.

b) A combination eyewash/emergency shower shall be provided in accordance with OSHA requirements.

c) Developer shall identify all rooms and areas that will require emergency plumbing fixtures as required by OHSA via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

d) All emergency plumbing fixtures shall be:

(i) supplied by potable tempered water (mixing valve);

(ii) readily visible and accessible to the work site. The unit shall be located as close to the hazard as possible and cannot be blocked by building structures, cabinets, supplies or equipment;

(iii) provided with an activation device, such as stay open ball valve, that allows the user full movement of both hands after the valve is turned on;

(iv) identified with a highly visible sign; and

(v) located so as not to pose an electrical shock hazard. No electrical outlets shall be permitted within six (6) feet unless such electrical outlets are GFI protected.

e) In addition to the requirements set forth above, all eyewash units shall be:

(i) regulated to provide a spray force of 0.4 gallons per minute at 30 psi;

(ii) mounted such that the water nozzles are thirty-three inches (33") to fifty-three inches (53") from the floor level; height shall also comply with ADA requirements; and

(iii) mounted so that spray nozzles, when activated, are no more than eighteen inches (18") from the counter front when located above work counters or benches.

f) In addition to the requirements set forth above, emergency shower units shall be:

(i) installed and located so both the shower and eyewash can be used at the same time by one (1) person;

(ii) adequately supplied with potable water to meet the requirements of each component. The shower must be able to deliver a minimum of 20 gpm. The diameter of the water pattern of the shower measured sixty inches (60") above the surface on which the user stands must be a minimum of twenty inches (20"). The center of the spray pattern shall be located at least sixteen inches (16") from any obstruction; and

(iii) installed so that the shower head is not less than eighty-two inches (82") or more than ninety-six inches (96") from the surface on which the user stands.

3.7.3.10 Natural Gas Systems

a) No new natural gas lines or infrastructure to be provided as part of the Project.

b) Where impacted by the Project, existing gas service shall be capped but remain in place in the event future conversion to gas is desired.

3.7.3.11 Rainwater Management

a) A gravity storm drainage system shall be provided for the New Facility. The system shall connect to each roof drain, area drain, gutter, concourse drain, and trench drain. The storm drainage system shall be sized based upon the local rainfall rates of two inches (2") per hour and a one-eighth inch (1/8") per foot horizontal slope or as required by code and directed by the AHJ.

b) Secondary roof drains shall discharge separately from the primary system onto grade or onto roofs below. To allow for flexibility to install horizontal offsets in vertical stacks, all lines shall be sized using the horizontal sizing criteria.

c) Dry wells shall be designed by the civil engineer to temporarily store storm drainage until the water infiltrates the ground. All storm drain mains shall be run to dry wells; however, Developer shall design the system in such a way that will allow the system to be readily adaptable for future reuse of collected rainwater.

3.7.3.12 Compressed air systems

a) Compressed air shall be distributed throughout every other floor box in the new exhibit hall.

b) Compressed air for the Multi-Purpose Space shall be fed from the service corridor with no less than six (6) connection points provided. Services shall be located near bulk power locations.

c) The system shall be suitable for trade shows that involve demonstrations of pneumatic tools and machines.

d) The West Hall compressed air plant shall be reconfigured and connected to the South Hall plant in a ring main configuration to service the entire LACC Campus. All rectifications that are required, such as additional pipework and air receivers, shall be made. The flow, pressure and redundancy provisions of compressed air to the West Hall shall meet or exceed the existing provisions.

e) A connection for a temporary backup air compressor shall be provided. Allowance shall be made to achieve an equivalent capacity to the central compressed air plant. Point of connection should be in a strategic location off of the truck dock. Owner shall review and approve of location.

3.7.4 Mechanical Systems

a) The mechanical systems in this section applies to all mechanical systems not part of the CUP described in Section 3.4.7 Central Utility Plant, including but not limited to:

   (i) Air handling units (AHU);

   (ii) Fan coil units (FCU);

   (iii) Computer rooms, communications rooms and AV room air conditioning equipment;

   (iv) Forced-circulation air coolers for food and beverage storage; and

   (v) Ventilation systems.

3.7.4.1 General Requirements

a) Developer shall perform an audit on the mechanical systems modified or replaced by the Project at point of connection for evaluation of the condition, capacity to ensure existing functionality of system is maintained.

   (i) In this assessment, Developer shall also consider the impact on events. Developer shall make a recommendation to reuse or replace and upgrade based on these criteria.

b) The refrigerants utilized shall be selected to achieve the LEED points offered for Enhanced Refrigerant Management.

c) Existing mechanical systems seismic bracing shall be upgraded from downstream to the point of connection of replacement, renovated or new installations, to meet City of LA Existing Building Code requirements, and applicable ASCE 7 Chapter 13 Seismic Design requirements for non-structural components as amended by City.

d) Main air handling systems shall have an allowance for cold building warm up and this figure shall be determined by Developer and submitted to Owner for approval. The allowance shall not be less than an additional fifteen percent (15%) of the calculated heating load.

e) Provide concrete housekeeping pads for all floor-mounted equipment, designed to accommodate the weight and inertia of the supported equipment.

f) Provide identification to relevant standards of plant and ductwork distribution.

g) Developer shall include 15% margin in plant and distribution sizing for future expansion and changes.

3.7.4.2 Design Temperature and Humidity

3.7.4.2.1 Ambient Design Conditions

a) The criteria proposed shall meet or exceed the 0.4% conditions for cooling, evaporation and dehumidification and 99.6% condition for heating as prescribed in ASHRAE Fundamentals 2021for Los Angeles, University Southern California weather station.

b) Developer shall describe what the ambient temperature design criteria is applied to and why those conditions were selected. This shall be submitted to Owner for consideration.

c) The ambient design criteria shall address the following:

   (i) Ambient conditions which all services and systems shall achieve full load performance;

   (ii) Extreme ambient conditions under which all services and systems shall operate; and

   (iii) Design ambient conditions for heat rejection equipment.

3.7.4.2.2 Internal Design Conditions

a) The internal design conditions shall be based on room/area requirements as proposed and agreed with Owner via Developer's design submittal process as set out in **Appendix 2 (Submittals)**.

3.7.4.3 Ventilation

a) In general, ventilation rates shall be in accordance with The Codes and Standards. When required for LEED it is acknowledged that these rates may be exceeded.

b) Outdoor air shall not be taken in a manner that results in moist air being introduced into the OA system.

c) Outdoor air shall not be taken from areas adjacent to Pico Boulevard at street level.

d) Outdoor air shall not be drawn from sources where contaminants or pollutants may be present, e.g. downstream of cooling towers or local exhausts

e) Pico Boulevard shall be ventilated to the extent necessary by Codes and Standards.

f) Provide insulation to ductwork and ancillary equipment to meet or exceed the requirements of ASHRAE 90.1.

g) Exhaust rates for toilets shall have a minimum exhaust rate of one (1) air change per six (6) minutes

3.7.4.4 Smoke Control

a) Due to the expansion of the facility, the existing smoke control systems shall be considered in the context of the Project and potentially upgraded. Developer shall undertake an audit to determine suitability for reuse.

b) The smoke control systems shall comply with the Codes and Standards and in accordance with the fire protection engineering design brief and code compliance strategy, as approved by the AHJ.

c) The smoke control system override functions which have previously been incorporated into the control system will be modified to be controlled from the new Fire Fighter's Smoke Control Station(s) located in the new Fire Command Center.

d) Existing smoke control panels shall be relocated as necessary.

3.7.4.5 Pipework

a) Visual inspections shall be performed to assess the condition of existing pipework that is proposed to be reused or continued use at point of connection as needed by the Project scope. The assessment shall determine the expected remaining service life.

b) Developer shall undertake pressure testing of the pipework to prior to commissioning of the new system to confirm the integrity of the pipework joints valves.

c) All pipework shall be accessible for condition inspections.

3.7.4.6 Kitchen Ventilation systems

a) The kitchen shall be provided with proprietary kitchen exhaust and make-up air hoods. The hoods shall have in-hood ultraviolet (UV) lamps.

b) Demand control ventilation shall be provided to reduce energy consumption.

c) Kitchen exhaust discharge shall be filtered or located such that the odors will not cause a nuisance to event guests or members of the public.

3.7.4.7 Critical systems

3.7.4.7.1 Food Refrigeration Equipment

a) The CUP shall not serve any of the food refrigeration equipment (including freezer rooms).

b) The food refrigeration equipment power supply shall be provided with generator back-up

c) All walk in coolers and freezers shall be equipped with a temperature alarm panel that will provide digital temperature read out and local audible alarm of incorrect temperatures. Additionally, all temperature alarm panels shall be connected to the BMS sending an alarm signal when outside of temperature range.

3.7.4.7.2 IT Rooms

a) The abbreviations and acronyms used in Section 3.7.4.7.2 IT Rooms are as defined in the Telecommunications Distribution Methods Manual 15th edition.

b) Entrance Facility (EF) and/or Equipment Rooms (ERs) shall be equipped with independent direct expansion type computer room air conditioners (CRAC) in an N+1 configuration. CUP shall be used as the primary source and CRAC to provide redundancy.

c) Cooling system shall operate continuously, three hundred sixty-five (365) days per year and maintain a temperature between 65ºF and 85ºF

d) Telecom rooms shall be served by the central chilled water loop (CHW), drip pans shall be provided above the IT equipment, associated drainage for drip pans shall also be provided. Independent cooling units such as split DX systems may only be used where connection to the CHW loop is impractical or not feasible

e) Cooling equipment sizing shall be based on network equipment loads as follows:

   (i) Each 2-post equipment rack load as specified in Section 3.7.6.7.1 IT Rooms.

(ii) Each equipment cabinet in the EF/ERs, load as specified in Section 3.7.6.7.1 IT Rooms.

f) Humidity control is not required in the telecommunication rooms..

g) EF and ERs shall comply with ASHRAE Thermal Guidelines for Data Processing Environments.

h) Hang all mechanical equipment from the ceiling. Wall mounting equipment is acceptable provided that such unit is located above the overhead cable runways or directly above the entry door to the room. Mount equipment as high as possible so as not to interfere with horizontal sleeves and cable management within the room.

i) Ensure unimpeded access is available for maintenance of the units.

j) Provide one (1) air change minimum per hour for positive pressurization. Provide an independent thermostat control located within each IT room, and configure it as its own dedicated zone.

k) Ducts and conduits routed through IT Rooms shall maintain minimum of 12 inches clearance above cable trays to provide clear access to IT maintenance and operations. Water carrying pipes shall not be routed through IT rooms.

l) The equipment shall return to fully function automatically after a power failure. Manual restart after a power interruption is not acceptable.

3.7.4.8 Filtration

a) Air filtration systems shall be in accordance with Codes and Standards. It is acknowledged that these rates may be exceeded for LEED.

3.7.4.9 Building Air Balance

a) Developer shall conduct all necessary assessments to achieve an air balanced Expansion and immediate Existing Facility area interfaces , providing User comfort and meeting or exceeding the conditions of the Existing Facilities. Developer is responsible for air balancing to meet all applicable codes.

b) Developer shall ensure that the air balance is used to inform their design and provide the required operation as defined in the Life Safety Report and to ensure systems operate as defined by the Technical Requirements.

3.7.4.10 Air Distribution Systems

a) The air distribution system and air diffusion design shall reflect the highly flexible nature of exhibition spaces

b) In areas that are likely to have signage (or similar) hanging from the ceiling, the air diffusion design shall not cause an adverse impact on hanging elements.

c) Jet type or adjustable diffusers (or similar high velocity, long throw diffusers) shall only be used in areas where it can be demonstrated that there will be no adverse impacts on hanging elements, including base building elements such as pendant lighting.

d) Exhibition spaces shall be provided with an air economizer manual override. This mode shall be simple for LACC operators to engage via a control panel (or similar) to enable one hundred percent (100%) outdoor air at any time for removal of odors, fumes or for general ventilation during exhibit setup.

e) Exhibit halls, meeting rooms, offices shall have a maximum percentage of people dissatisfied (PPD) of ten percent (10%), according to the prescribed method in ASHRAE Standard 55. Enclosed circulation spaces such as foyers shall have a maximum of twenty percent (20%) PPD

f) The failure mode effects analysis (FMEA) shall include investigation into utilizing manifolded air distribution systems for redundancy provision. The FMEA shall include investigation into utilizing multiple variable speed drives on multi-fan array air handling units for redundancy provision.

g) As a result of the New Facility, where there is a change of use, change in occupation rate or expansion of areas served by existing air handling units, Developer is to modify or replace affected air handling units. Air handling unit casings shall be AHRI 1350 Certified.

h) Air handling unit supply fans shall be AHRI 430 Certified.

3.7.4.11 HVAC Zoning

a) All areas of a building shall be zoned as required to prevent non-uniform temperatures due to variable heat gain from factors including the building fabric or variation in occupant density. Each zone shall have its own thermostat(s) and terminal unit.

b) Zoning shall take into account unevenly distributed loads. This includes façade/perimeter loads, or spaces with varied applications such as stage areas within a larger space.

c) Back of house and front of house shall not be served by common air distribution systems.

d) Separate zoning shall be provided to all individual rooms greater than 400 sq ft.

e) Meeting rooms shall be individually zoned. Where meetings rooms can be subdivided into smaller zones, each zone shall have its own thermostat and terminal unit.

3.7.4.12 Acoustics

a) All mechanical systems shall comply with Section 3.5.3 Acoustic Performance Requirements for background noise levels.

b) Noise and vibration from all mechanical plant shall be prevented from affecting adjacent spaces using appropriate treatment and isolation.

c) Maximum air velocities within ducts and at diffusers shall be minimized to ensure compliance with criteria and minimize break-out noise.

d) Vibration isolation of plant and equipment shall be designed and specified to ensure compliance with criteria.

e) Sound attenuators and acoustic duct lining shall be designed to ensure compliance with the design criteria.

3.7.4.13 Redundancy, Spare Capacity and Power Supply

a) The following table describes the redundancy, installed spare capacity and spatial future growth allowance.

b) The redundancy nominated below are the minimum requirements. Developer shall undertake the FMEA to define the required level of redundancy, this redundancy shall supersede the table below and define the required redundancy.

Table 3.7.4.13: Redundancy, Spare Capacity and Power Supply

Item	Minimum Redundancy	Installed Spare Capacity	Spatial future growth allowance	Power supply
Exhibit Hall and Multi-Purpose AHU's	N+1 through fan array configuration	Nil	N/A	Standby (note1)
All other AHU's	Nil	Nil	N/A	Standby (note1)
EF and ERs (CRAC)	N+1	Nil	N/A	Standby
TRs	N	Nil	N/A	Standby
Freezer and cool room refrigeration equipment	N+1	Nil	N/A	Standby

Communication / AV equipment room air-conditioning	N+1	Nil	N/A	Standby
Kitchen ventilation equipment	Nil	Nil	N/A	Normal
BMS panels	Nil	20% physical	N/A	Standby / UPS
Mechanical services switchboard	Nil	25% spare ampacity and pole space	N/A	N/A
Hot water heaters	Nil	15%	N/A	Normal

Notes

1: Not all AHU's will require emergency power. Power supplies for fire and life safety systems shall be in accordance with regulatory authorities.

3.7.4.14 Maintenance Access

a) Plant shall be located in designated mechanical plant rooms, wherever possible.

b) Space shall be provided around all equipment for routine maintenance and inspection in strict accordance with recommendations of the manufacturer. Mechanical drawings shall show dashed maintenance access envelopes for all equipment to ensure space is provided during the design phase.

c) For motors over fifteen (15) HP, a lifting eye shall be provided over the motor to allow ease of replacement. For motors below this threshold, Developer shall allow adequate access and means for safe and efficient replacement.

d) Where possible, major equipment such as air handlers shall be accessible at floor level. Expectations to this shall be clearly identified to Owner on maintenance plans.

e) Equipment such as terminal units located above ceilings shall be located where readily accessed for maintenance. Where possible, locate units in corridors or within the space directly over entry doors where it is assured no furniture or equipment will be located below. Maintainable equipment shall not be located over:

   (i) luminaires;

   (ii) ceiling height partitions;

   (iii) large, difficult-to-move furniture such as file cabinets, lab benches, and desks; or

(iv) inaccessible ceilings, including drywall or mechanically fastened ceilings, unless there are no practical options. If required, access doors shall be provided to allow for complete and ready access to filters, valves, and all components requiring routine maintenance.

f) Access doors or panels shall be provided in HVAC equipment, ductwork, and plenums as required for in-situ inspection and cleaning of the following:

(i) outdoor air intake plenums;

(ii) mixed air plenums;

(iii) upstream from all heating coils, including those in VAV boxes;

(iv) upstream and downstream surface of cooling coils;

(v) filters;

(vi) drain pans; and

(vii) fans.

3.7.5 Building Management System (BMS)

a) This section applies to the following:

(i) BMS hardware devices

(ii) BMS software

b) Developer shall:

(i) Recommission all existing field devices as part of the new BMS.

(ii) Include all existing LACC owned water, gas and electricity meters on the site wide BMS, inclusive of those in the Existing Facility.

(iii) Replicate the existing BMS and undertake a 3-stage consultation process with Owners BMS representative, this process shall be initial consultation, consultation with a draft BMS plan and then final consultation and tuning with the BMS representative. This process shall inform the BMS tuning and configuration

(iv) Request meetings with Owner, LACC operations staff and BMS maintenance contractor to assess the existing automatic controls hardware and software and to understand Owners plans for discrete system upgrade plans (if any).

(v) Request meetings with the relevant LACC operations staff to determine what alarm requirements (such as email or SMS messaging) is required.

(vi) Assess the existing building automation system to determine suitability for expansion. The assessment shall be reported in the Infrastructure Services Integration Staging Plan.

(vii) Ensure that the controls system is UPS backed for an endurance of 60 minutes or as required by Codes and Standards noting the more stringent requirement governs.

c) The BMS shall:

(i) Utilize a native BACnet TCP/IP protocol

(ii) Provide the functionality required to achieve LEED requirements as pursued by the Project

(iii) Be on a dedicated network and a new workstation, and report server shall be provided.

(iv) Have individual systems capable of autonomous operation in the event of a failure of the BMS or BMS interfaces, and as required by relevant fire and life safety requirements.

(v) Utilize a system with set point alteration and adjustment of operating and alarm parameters.

(vi) Incorporate individual time scheduling, override start and stop of plant.

(vii) Incorporate all points reporting.

(viii) Incorporate access that is password priority controllable and with tiered permissions.

(ix) Be capable of allowing multiple authorized users to log on locally or remotely to access and interrogate the system.

(x) Incorporate system upgrades provided with backward compatibility for a minimum period of five (5) years.

(xi) Incorporate user programmable dynamic color graphics. The graphic slides shall be organized around a hierarchical entry menu and shall include, at a minimum:

1. Facility plan;

2. Floor plans; and

3. System and schematic plans for all interfaced systems.

(xii) Provide an alarm management system capable of passing alarm information from instigation to designated responder in less than one (1) minute.

(xiii) Be capable of integration with all private metering systems for the LACC Campus. Developer shall investigate options for the monitoring of metering systems.

(xiv) Be capable of integration with event management systems, however it shall not be implemented as part of the Project.

(xv) Provide equipment status points that are logged in respect to run time, change of state, and the like to allow printing of maintenance reports:

1. reports shall include hours run since last service plus skill and materials information.

2. reporting capabilities shall also include out-of-hours use reporting and energy usage reporting.

d) Provide hard disk storage capacity for:

1. storing energy calculations;

2. measured values; and

3. logging and trending of points from field controllers onto a central (hard disk) store.

(ii) Provide data storage capacity such that daily energy consumption figures from all meters on the system, together with records of all alarms, events, changes of state and other normal and unusual operating parameters, are able to be stored locally for a minimum of three (3) years

(iii) Have a regular, weekly backup to ensure that in the event of a central hard disk failure it is possible to retrieve fourteen (14) days of logging from field controllers; and backups are secured in a safe from hazards environment.

e) Developer shall ensure that field controllers:

(i) Are housed in lockable cabinets providing IP42 protection finished in a cleanable gloss powder coat or equivalent finish.

(ii) Consist of addressable microprocessor controller, input / output modules, termination modules and battery backup.

(iii) Are capable of fully independent operation.

(iv) Are capable of receiving analogue and digital inputs from universal ports.

(v) Are capable of transmitting analogue and digital outputs from universal ports.

(vi) Have circuit boards that are removable without the need for disconnection of wiring.

(vii) Are protected against surges, power spikes, electromagnetic interference.

(viii) Have comprehensive diagnostic capabilities to facilitate fault finding including visual indication on each field controller.

(ix) Developer shall perform any associated works required to achieve the BMS upgrade.

3.7.6 Electrical Systems

3.7.6.1 General Requirements

a) All Existing Facility electrical infrastructure shall remain accessible for maintenance or replacement and in operation during the term of the Project unless otherwise approved by Owner.

b) Should the existing emergency power infrastructure or distribution require alteration, augmentation, relocation, or amendment as a result of the project, Developer shall allow for this work .

3.7.6.2 Redundancy, Spare Capacity and Growth Allowance

a) Table 3.7.5.2 describes the redundancy, installed spare capacity and growth allowance as it applies to distributed electrical plant and infrastructure outside of the CUP.

b) The redundancy nominated below shall set the minimum expectation of Owner, Developer shall undertake the FMEA to define the required level of redundancy, this redundancy shall supersede the table below and define the required redundancy.

Table 3.7.6.2: Redundancy, Spare Capacity and Growth Allowance

Item	Minimum Redundancy	Installed Spare Capacity	Growth allowance	Load Type
Transformers	N	25%	-	Normal
Main Switchboards	N	25% prepared spare spaces.	-	Normal
Generators	N and provision for a docking station for connecting an external portable generator.	25%	-	Standby

Distribution Boards	N	25% prepared spare spaces	-	Various
Panel Boards	N	25% prepared spare spaces	-	Various
Cable Raceways	N (Note 1)	25%	Note 1	
Uninterruptable Power Supply (UPS)	N	20%	-	Standby

Notes

1: Separate cable duct or tray is required where an existing form of raceway does not provide effective spare capacity.

3.7.6.3 Normal Power Distribution System

a) Power distribution from the new services shall be as follows:

(i) 34.5kV to 480Y/277V unit substations at various locations in-leu of 480V utility services. Unit substations serving the expansion shall be provided in pairs.

(ii) The 480V distribution switchboards within each unit substation pair shall be arranged in a manual, open transition main-tie-main configuration to ensure that the load on both unit substations can be served by a single unit substation transformer. The ability to support all connected loads simultaneously shall be reduced when operating in this configuration. However, the actual expected peak demand on each pair of unit substations shall allow for normal or near normal operations when one (1) of the transformers in a unit substation pair is offline and the tie breaker is closed. Developer shall determine the appropriate level of load shedding required should peak loads be higher than currently expected, and submit to Owner for review.

(iii) 480Y/277V power to distribution boards serving exhibit halls, multi-purpose space, meeting rooms, kitchen/food service areas and other building areas.

(iv) 480V power to distribution panelboards for mechanical equipment.

(v) 208Y/120V power via step down 480V-208Y/120V transformers to distribution/branch circuit panelboards to serve 120V specialty lighting, kitchen loads, special receptacle outlets for exhibit hall, (as well as lobby, registration, and pre-function areas), multi-purpose space, meeting rooms, loading docks, etc. and general use receptacle outlets throughout the facility.

(vi) 480Y/277V power to the normal side of each new automatic transfer switch (ATS) for emergency, legally required, and optional standby loads.

(vii) 208Y/120V power via step down 480V-208Y/120V transformers to distribution panelboards to feed the new exhibit hall floor boxes.

(viii) 480Y/277V busway on new exhibit hall catwalks to feed 480V-208Y/120V transformers and distribution/branch circuit panelboards. Additional catwalk busway taps shall be included to meet additional power needs in new exhibit hall.

(ix) 208Y/120V power via step down 480V-208Y/120V transformers to distribution panelboards to feed multi-purpose space floor boxes, ceiling receptacles and company switches with and without isolated grounds.

3.7.6.4 Emergency and Standby Power Distribution System

a) Equipment and systems connected to the emergency power system shall include, but not be limited to, the following:

(i) Exit signs and egress lighting in public areas, corridors, stairwells and exit paths;

(ii) Automatic fire detection and fire alarm systems

(iii) Mass notification systems;

(iv) Emergency voice/alarm communication systems

(v) Power and lighting for the fire command center; and

(vi) Lighting in elevators with battery back-up.

b) Equipment and systems connected to the required standby power system shall include, but not be limited to, the following:

(i) Elevators designated for fire service access or occupant self-evacuation, if provided;

(ii) Platform lifts and elevators designated as components of the accessible means of egress;

(iii) Sump and sewage pumps;

(iv) Building automation and control systems;

(v) Ventilation and automatic fire detection equipment for smoke proof enclosures;

(vi) Smoke control systems;

(vii) Gas detection system; and

(viii) Two-way emergency responder communication coverage systems.

c) Equipment and systems connected to the optional standby power system shall include, but not be limited to, the following:

(i) Kitchen walk - in cooler(s) and walk in freezer(s) as directed by Owner;

(ii) Any receptacles designated for temporary Refrigerator trucks/containers; and

(iii) Low voltage systems identified during the FMEA or deemed necessary by facility operations but not required by code.

3.7.6.5 Electric Vehicle Charging Systems

a) Any net new parking spaces provided as part of the expansion project shall comply with LADBS EV charging requirements

b) EV charging infrastructure shall be provided for all EV parking spaces.

c) EV charging infrastructure shall include all power and data conduit to support Owner-provided charging and pay stations, and switchgear or panelboards adequate to support the fully connected loads.

(i) The EV charging infrastructure system shall be sized to allow simultaneous charging of all installed stations.

3.7.6.6 Miscellaneous Electrical Systems

a) All electrical equipment rated 600V and less shall be switchboards and panelboards. All electrical equipment rated over 600V shall be switchgear

b) Arc flash mitigation and ground fault equipment protection shall be provided per the California Electrical Code requirements.

c) Developer shall provide electrical connections to building interior and exterior signage mounted to the building, ATM's, proposed electronic wayfinding systems, and the like

d) Developer shall provide electrical connections to kitchen equipment, concessions equipment, and vending machines, including that equipment designed to be on mobile carts throughout the pre-function spaces and within activation areas external to the building

e) Developer shall provide power connections and circuits for information and communications technology (ICT) equipment as described in the Contract Documents.

f) Developer shall provide power connections and circuits for building audiovisual systems. Circuits serving audiovisual systems shall include isolated grounds as directed by the audiovisual consultant and as required for the operational need.

g) Provide power connections and circuits for building security systems.

h) Developer shall provide MW solar array following title 24 requirements, but shall be no less than 999KW including interconnection to the facility's electrical distribution equipment.

3.7.6.7 Specific Room Requirements

3.7.6.7.1 IT Rooms

a) Developer shall provide an electrical panel in each IT room. These panels shall only serve circuits within each IT room including racks, cabinets, mechanical systems, lighting, convenience receptacles for the use of IT rooms and security equipment panels. Developer shall not feed convenience outlets outside the IT room from these panels. Developer shall ensure twenty percent (20%) prepared spare breaker slots are available in panel after building occupancy acceptance. The estimated electrical load of room(s) it serves shall not exceed eighty percent (80%) of its capacity. Such panel shall remain unlocked at all times.

b) Base initial loads shall be as follows for network equipment:

   (i) each two (2)-post equipment rack shall be based on a maximum of 5kW;

   (ii) each equipment cabinet in the ER shall be based on a maximum of 12kW of power and cooling each; and

   (iii) lighting, mechanical, and security electrical loads shall be provided separately.

c) Before commencement of the Construction Work, Developer shall submit all design electrical loads to Owner for usage verification.

d) Mount the backboxes for electrical circuits to racks/cabinets to the side of the overhead cable runway, with the plugs facing the rear circulation aisle of the room.

e) Place 120 VAC 20Amp (NEMA 5-20) convenience outlets every six (6) feet along the walls, with a minimum of one (1) per wall.

3.7.6.8 Power Receptacle Design, Distribution and Placement

a) Developer shall provide the power requirements via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**, in accordance with this Section 3.7.6.8 Power Receptacle Design, Distribution and Placement and Section 3.7.6.6 Miscellaneous Electrical Systems. Developer shall provide power receptacles as detailed in these Technical Requirements, allowing for quantities as per **Appendix 6 (Power and Data Matrix)**, and subsequent design shall at a minimum meet the following requirements:

(i) Where no requirement is stated in these requirements for an area, outlets shall be installed in accordance with California Electrical Code (CEC) and local ordinances.

(ii) Where these requirements are below code minimum, additional outlets shall be added to comply with CEC and local ordinances.

(iii) Receptacles shall generally be Hubbell or approved equivalent.

(iv) Where outlet quantities and type are not provided Developer shall ensure that outlets are selected to match the functional requirement of the space, inclusive of equipment layout, type orientation and selection.

(v) Developer shall design and construct the facilities in accordance with the requirements as indicated in this section. Additional outlets may be required to accommodate AV/IT or FF&E following detailed coordination.

3.7.6.9 Design Parameters

a) The following unit loads (w/sq ft) and design criteria serve as the basis of design for the electrical distribution system, to inform the production of schedule of quantities and the subsequent design.

3.7.6.9.1 Exhibit Hall (Expansion)

a) Floor Power (at 208Y/120V):

(i) Utility floor boxes, with gasketed, lockable and watertight covers, shall be flush mounted and located on thirty foot (30') by thirty foot (30') floor grid spacing within the hall. These floor boxes shall be designed to prevent ingress of dust, water and foreign material into the floor box, receptacles and fittings. The floor boxes shall be consistent in quality, load rating and durability to those in the South Hall.

(ii) Developer shall provide a sample (mock-up) floor box for review prior to finalization of the design. The mock-up shall be submitted to Owner for approval. If the mock-up falls short of Owner's expectations, another mock-up shall be submitted to the City with desired changes to result in a box acceptable to Owner.

(iii) All floor boxes shall have separate compartments for electrical communications and other services located within them.

1. Each box shall have separate compartments for electrical components, plumbing systems components, and technology systems components.

2. At minimum, utilities in each floor box to match the existing South Hall floor boxes where possible and be provided with the following electrical infrastructure:

   A) One (1) 400 Amp circuit shall serve no more than five (5) floor boxes and include a minimum of the following:

      a. One (1) 100 Amp, 208 Y/120 V, 3-phase, 5-wire, weatherproof, pin and sleeve IEC receptacle (Hubbell part# HBL5100R9W or approved equivalent) fed from one (1) 100 Amp, 3-pole circuit breaker under weatherproof cover;

      b. Two (2) 30 Amp, 208 Y/120 V, 3-phase, 5-wire, weatherproof, twist lock NEMA L21-30R receptacles (Hubbell part# 2816 or approved equivalent), each fed from one (1) 30 Amp, 3-pole circuit breaker under weatherproof cover;

      c. Three (3) 20 Amp, 208 Y/120 V, 3-phase, 5-wire, weatherproof, twist lock NEMA L21-20R receptacles (Hubbell part# 2516 or approved equivalent), each fed from one (1) 20 Amp, 3-pole circuit breaker under weatherproof cover; and

      d. Three (3) 20 Amp, 120 V, 1-phase, 3-wire, GFCI type weatherproof NEMA 5-20R receptacles, each fed from one (1) 20 Amp, 1-pole circuit breaker under weatherproof cover.

   B) Where conditions are such that implementing a centralized distribution system would require splice boxes in areas not accessible for maintenance, individual 100Amp feeders may be provided to impacted floor boxes as an alternative.

3. Refer to individual discipline/system criteria for additional floor box requirements, including the need for water, compressed air, main and auxiliary drains, and telecommunications interconnectivity.

b) Wall Boxes (at 208Y/120V):

   (i) A minimum of 16 wall boxes, locations to be determined by Owner. Wall boxes shall be complete with gasketed, lockable and watertight covers, shall be provided within the hall. Wall boxes shall be designed to be lockable with cable connections in place and prevent ingress of dust, water and foreign material from outside to the wall box, receptacles and fittings. Wall boxes shall be flush mounted in the wall.

   (ii) Wall boxes shall be outfitted with strain relief devices located below the wall boxes to secure cables and prevent strain on connections.

(iii) Developer shall provide a sample (mock-up) wall box for review prior to finalization of the design. The mock-up shall be submitted to Owner for approval. If the mock-up falls short of Owner's expectations, another mock-up shall be submitted to Owner with desired changes to result in a box acceptable to Owner.

1. Each wall box shall have separate compartments for electrical components, and technology systems components.

2. A separate wall box will be alongside electrical component wall box to house plumbing systems components,

3. At minimum, utilities in wall box shall match the existing South Hall boxes where possible and be provided with the following electrical infrastructure:

   A) One (1) 400 Amp circuit shall serve no more than five (5) Wall Boxes and include a minimum of the following:

      a. One (1) 100 Amp, 208 Y/120 V, 3-phase, 5-wire, pin and sleeve IEC receptacle (Hubbell part# HBL5100R9W or approved equivalent) fed from one (1) 100 Amp, 3-pole circuit breaker under weatherproof cover;

      b. Two (2) 30 Amp, 208 Y/120 V, 3-phase, 5-wire, twist lock NEMA L21-30Rreceptacles (Hubbell part# 2816 or approved equivalent), each fed from one (1) 30 Amp, 3-pole circuit breaker under weatherproof cover; and

      c. Three (3) 20 Amp, 208 Y/120 V, 3-phase, 5-wire, twist lock NEMA L21-20Rreceptacles (Hubbell part# 2516 or approved equivalent), each fed from one (1) 20 Amp, 3-pole circuit breaker under weatherproof cover;

   B) Where conditions are such that implementing a centralized distribution system would require splice boxes in areas not accessible for maintenance, individual 100Amp feeders may be provided to impacted wall boxes as an alternative.

4. Refer to individual discipline/system criteria for additional wall box requirements, including the need for water, compressed air, main and auxiliary drains, and telecommunications interconnectivity.

3.7.6.9.2 Catwalk Power (at 480Y/277V)

a) Developer shall provide plug-in busway along main sections of catwalk. Busway design shall provide the following points as a minimum, design to be submitted for owner approval.

(i) Each busway shall be rated 400 Amp and be approximately one hundred eighty (180) feet long, length to match the catwalks.

(ii) The busway shall be equipped with taps at a minimum of every six (6) feet.

(iii) Taps shall be equipped with bus plugs serving permanently installed 30 kVA transformers and 208 V/120 V, 3-phase, 24-pole panelboards located at every thirty (30) feet of busway.

(iv) The remaining bus taps shall be available for Owner provided bus plugs as needed for temporary 480 Y/277 V event power.

(v) These panelboards shall each have dedicated circuits serving the following:

1. One (1) 80 Amp terminal block for temporary connections;

2. One (1) 50 Amp terminal block for temporary connections;

3. Four (4) 20 Amp, 208 Y/120 V, 3-phase, 5-wire, twist lock NEMA L21-20R receptacles; and

4. Two (2) 20 Amp, 120V, 1-phase, 3-wire, NEMA 5-20R receptacles.

3.7.6.9.3 Multi-purpose space Floor Power

a) Utility floor boxes, with gasketed, lockable and watertight covers, shall be flush mounted and located on sixty foot (60') by sixty foot (60') floor grid spacing within the hall. These floor boxes shall be designed to prevent ingress of dust, water and foreign material from the floor box, receptacles and fittings. The floor boxes be consistent in quality, load rating and durability to those in the Exhibit Hall.

b) Developer shall provide a sample (mock-up) floor box to Owner for review and approval prior to finalization of the design. The submittal process shall follow Section 2 Project Requirements.

c) All floor boxes shall have separate compartments for electrical, communications and other services located within them.

(i) One (1) 400 Amp circuit shall serve no more than five (5) floor boxes and include a minimum of the following:

1. One (1) 100 Amp, 208 Y/120 V, 3-phase, 5-wire, weatherproof, pin and sleeve IEC receptacle (Hubbell part# HBL5100R9W or approved equivalent) fed from one (1) 100 Amp, 3-pole circuit breaker under weatherproof cover.

2. Refer to individual discipline/system criteria for additional floor box requirements, including the need for telecommunications interconnectivity.

(ii) Where conditions are such that implementing a centralized distribution system would require splice boxes in areas not accessible for maintenance, individual 100Amp feeders may be provided to impacted floor boxes as an alternative.

3.7.6.9.4 Bulk Power;

a) Bulk power, mouse holes and bail out ports shall be located outside of the Multi-Purpose Space, in locations to be agreed with Owner, bulk power shall be located to serve the Multi-Purpose Space and include at a minimum of the following;

(i) Four (4) off 400 Amp 120/208V 3-phase, 5-wire, company switches each fed from dedicated 400 Amp, 3-pole circuit breaker under cover. Each switch shall be equipped with standard cam-loc connectors for easy plug and play functionality.

(ii) Two (2) off 200 Amp 120/208V 3-phase, 5-wire, with isolated ground, company switches each fed from dedicated 200 Amp, 3-pole circuit breaker under cover. Each switch shall be equipped with standard cam-loc connectors for easy plug and play functionality.

(iii) One (1) off 200 Amp 277/480V 3-phase, 5-wire company switches fed from dedicated 200 Amp, 3-pole circuit breaker under cover. The switch shall be equipped with standard cam-loc connectors for easy plug and play functionality.

(iv) Each bulk power location shall be provided with a mouse hole of suitable size to provide cable access for the plug and cable connected to the bulk power to serve the Multi Purpose Space.

(v) Each mouse hole shall be of color and finish to match the wall that it is fitted in, and shall be fire rated as required in keeping with fire life safety requirements.

(vi) Mouse Holes shall be able to be closed with cables in place and not cause undue damage to the cables.

(vii) Provide a minimum of three (3) off floor access ports (bail out ports) consisting of an 8" steel sleeve through the floor slab to provide cable access to the floor below. Where direct accessibility from below is not feasible, the Bail Out Ports shall be located in service corridors of the Multi – Purpose Space allowing access to bulk catwalk power for flexible power distribution to the Multi-Purpose Space as required. Bail out ports shall include lockable, fire rated covers to the top and bottom of each sleeve with load rating to match the floor boxes in the South Hall. Location of bail out ports to be proposed by developer for Owner approval.

(viii) All mouse holes and bail out ports shall be provided with sufficient cable strain relief for the size and type of cables associated with the nearest logically located bulk power need.

b) Provide galvanized steel cable hooks spaced at the required intervals to support rough in cables at a high level above door frames and the like, without undue cable sag, for the entire length of the back of house corridor to the Southern side of the Multi-Purpose Space. Cable hooks shall be single sided L type brackets with support above or below the hooks. Cable Hooks shall be of suitable capacity to support the size, type and quantity of cables agreed upon with Owner.

c) Wall outlets shall be located inside of the Multi-Purpose Space, in locations to be agreed with Owner. Wall outlets shall be located to serve the Multi-Purpose Space and include a minimum of the following:

(i) Six (6) off 100 Amp, 208 Y/120 V, 3-phase, 5-wire pin and sleeve IEC receptacles fed from dedicated 100A circuits; part specification to match selection for main exhibition hall areas;

(ii) Twenty-Five (25) 30 Amp, 208 Y/120 V, 3-phase, 5-wire, twist lock NEMA L21-30R receptacles fed from dedicated 30A circuits; and

(iii) Fifty (50) 20 Amp, 120 V NEMA 5-20R receptacle outlets located around the perimeter walls at intervals along perimeter walls agreed with Owner. Two receptacles per 20A circuit.

3.7.6.9.5 Bump in Cabling Requirements;

a) Air walls located in the Multi-Purpose Space shall be capable of creating a 4" gap beneath the air walls to enable cables and plugs to pass beneath the air walls. The boot at the base of the air walls shall be capable of being lowered down to seal against the floor and allow for an adjustable cable gap to be created towards the room perimeter enabling cabling to be left in place with the boot lowered to the floor. The boot shall form an adequate seal with the floor and not cause undue damage to the cables.

3.7.6.9.6 Meeting Rooms

a) 20 Amp, 120 V NEMA 5-20R receptacle outlets at ten foot (10') intervals (based on the total linear feet of wall space in any one meeting room) along perimeter walls. Receptacles will be served by shared circuit where feasible, with no more than two (2) duplex outlets per circuit. Every other 5-20R receptacle shall be provided with two (2) integral USB ports per device.

b) Two (2) off 30 Amp, 208 Y/120 V, 3-phase, 5-wire, twist lock NEMA L21-30R receptacles per small meeting room, each receptacle is to be fed by a dedicated circuit.

c) Four (4) off 30 Amp, 208 Y/120 V, 3-phase, 5-wire, twist lock NEMA L21-30R receptacles per large meeting room, each receptacle is to be fed by a dedicated circuit.

d) A minimum of seven (7) 200 Amp, 208 Y/120 V, 3-phase, 5-wire circuit terminated into a company switch with a 200 Amp main circuit breaker and E1016 Cam-Lok receptacles, with isolated ground and indicator lights distributed in locations advised by Owner for the meeting spaces located in service corridor adjacent to meeting rooms with rated pass-through mouse holes to meeting rooms and in all locations required to facilitate cabling in and out of the meeting rooms, and between meeting rooms that share the same fixed wall.

e) Each location for company switches shall be centrally located to the meeting rooms with easy access, and sufficient space for additional equipment such as temporary dimmer racks and transformers.

f) Each mouse hole shall be of color and finish to match the wall that it is fitted in, and shall be fire rated if required.

g) Mouse holes shall be able to be closed with cables in place and not cause undue damage to the cables.

h) Mouse holes shall be installed to provide cable access from the BOH corridors to the adjacent meeting rooms and pre-function spaces as directed by Owner.

i) All mouse holes shall be provided with sufficient cable strain relief for the size and type of cables associated with the nearest logically located bulk power need.

j) Provide galvanized steel cable hooks spaced at the required intervals to support rough in cables at a high level above door frames and the like, without undue cable sag, for the entire length of the back of house corridors serving the meeting rooms. Cable hooks shall be single sided L type brackets with support above or below the hooks. Cable hooks shall be of suitable capacity to support the size, type and quantity of cables agreed with Owner.

k) Provide floor boxes within each meeting room. Floor boxes to accommodate power outlets, strategically placed to ensure easy access and minimize cable runs across open spaces. Each floor box shall be equipped with 20Amp, 120 V NEMA 5-20R receptacles, floor boxes to be served by dedicated circuits.

l) Floor boxes shall be flush mounted and designed to handle the expected load and traffic within the meeting rooms. Exact location and quantities of the floor boxes shall be coordinated with Owner to meet operational needs of each room,

3.7.6.9.7 Public Lobbies, Circulation, Offices, Storage and Operations

a) Lobbies

(i) 20 Amp, 120 V NEMA 5-20R receptacle outlets at twenty foot (20') intervals along perimeter walls. All 5-20 receptacles to be provided with two (2) integral USB ports per device.

(ii) 30 Amp, 60 Amp and 100 Amp, 208 Y/120 V, 3-phase, 5-wire, twist lock to be provided for portable concessions and vendor kiosks and various production needs. Final receptacle locations, plug types and the like are to be coordinated with architectural and interior plans, concessions vendor and kitchen equipment planner. Developer shall coordinate with Owner and obtain approval of quantity of receptacles, receptacle type and placement.

(iii) 100 Amp, 208 Y/120 V, 3-phase, 5-wire pin and sleeve IEC receptacles to be provided for pre-function related equipment and rigging needs. Final receptacle locations, plug types and the like are to be coordinated with architectural and interior plans, concessions vendor and kitchen equipment planner. Developer shall coordinate with Owner and obtain approval of quantity of receptacles, receptacle type and placement.

3.7.6.9.8 Registration and Pre-Function for Exhibit and Multipurpose Halls

a) Pre-Function Areas

(i) 20 Amp, 120 V NEMA 5-20R receptacle outlets at twenty-foot (20') intervals along perimeter walls. All 5-20 receptacles to be provided with two (2) integral USB ports per device.

(ii) 30 Amp, 60 Amp and 100 Amp, 208 Y/120 V, 3-phase, 5-wire, twist lock to be provided for portable concessions and vendor kiosks. Final receptacle locations, plug types and the like are to be coordinated with architectural and interior plans, concessions vendor and kitchen equipment planner. Developer shall coordinate with Owner and obtain approval of quantity of receptacles, receptacle type and placement.

(iii) 100 Amp, 208 Y/120 V, 3-phase, 5-wire pin and sleeve IEC receptacles to be provided for pre-function related equipment and rigging needs. Final receptacle locations, plug types and the like are to be coordinated with architectural and interior plans, concessions vendor and kitchen equipment planner. Developer shall coordinate with Owner and obtain approval of quantity of receptacles, receptacle type and placement.

3.7.6.9.9 Kitchen/Concession/Pantries

a) General Power

(i) See Exhibit 2 - Developer Commitments for Foodservice Equipment Estimated MEP Utility Loads

(ii) Special receptacle provisions as required by food service consultant.

b) Water Heating

(i) 20 w/sf

3.7.6.9.10 Restrooms

a) General Power

(i) 2 w/sf

b) Water Heating

(i) 20 w/sf

3.7.6.9.11 General Convenience and Special Purpose Outlets

a) The requirements for general convenience outlets throughout the Project are as follows:

(i) NEMA 5-20 duplex convenience outlets as required and in locations as previously described, integral USB ports included in areas as previously noted or noted in **Appendix 6 (Power & Data Matrix)**.

1. Open areas, such as corridors and lobbies shall have convenience receptacles as previously described, or at fifteen (15) feet on center; coverage shall be such that every location on the floor shall be within thirty to fifty (30-50) feet of a convenience receptacle.

2. GFCI receptacles shall be provided as required by Codes and Standards, including at all restroom counters, janitor closets, and kitchen and bar areas.

3. Duplex receptacles on dedicated circuits shall be provided for new miscellaneous equipment such as vending machines, ice machines, ATM machines, and on non-dedicated circuits for televisions/video monitors, etc.

4. Unless otherwise stated up to eight (8) general use duplex receptacles shall be connected to a single 20 Amp, 120 V circuit.

(ii) Developer shall provide special purpose outlets in lobbies, registration, pre-function areas, exhibit halls, multi-purpose space and meeting rooms as previously described or specifically requested:

1. 30 Amp, 208 Y/120 V, 3-phase, 5-wire, twist lock NEMA L21-30R receptacles

2. 60 Amp, 208 Y/120 V, 3-phase, 5-wire pin and sleeve IEC receptacles

3. 100 Amp, 208 Y/120 V, 3-phase, 5-wire pin and sleeve IEC receptacles

4. 100 Amp, 480 Y/277 V, 3-phase, 5-wire company switches.
5. 200 Amp, 208 Y/120 V, 3-phase, 5-wire company switches.
6. 400 Amp, 208 Y/120 V, 3-phase, 6-wire company switches with isolated grounds.
7. Developer shall provide infrastructure and components as necessary to automatically control receptacle loads per the requirements of the CEC and CALGreen.

3.7.6.10 Minimum Materials Standards

3.7.6.10.1 Medium Voltage Cables

a) Selection shall be based on all aspects of cable operation including but not limited to the following:
   (i) Current carrying capacity;
   (ii) Operating voltage;
   (iii) Voltage drop;
   (iv) Ground fault loop impedance; and
   (v) The installation environment, including corrosion, ambient heat, rodent attack, pulling tensions, potential mechanical abuse, and seismic activity;

b) Conductors used for life safety services shall be protected in accordance with Codes and Standards.

c) MV cables shall have copper, aluminum, or copper-clad aluminum conductors and shall comply with Table 310.104(C) and Table 310.104(D) or Table 310.104(E).

3.7.6.10.2 600V Cables – use of Copper and Aluminum

a) Conductors rated above 100 Amp may be copper or aluminum, insulated with cross-linked polyethylene (XLPE) or ethylene propylene rubber (EPR) Individual conductor size must not exceed 600 kCMIL, beyond which parallel sets of cables shall be utilized.

b) Conductors rated 100 Amp and below shall be copper.

3.7.6.10.3 Branch Wiring Distribution Systems:

a) Conductors shall be copper;

b) Lighting – Circuit Loading:

(i) Branch cabling shall comply with NEC table 210.24; and

(ii) Lighting circuits shall be configured to ensure that they serve only a single functional space where possible. Where typical circuit loading may allow multiple spaces to be served by one (1) circuit this shall be provided to Owner for approval; and

(iii) 120 V, 20A, single phase circuits must be limited to a maximum of 1,800 volt-amperes; and

(iv) 277 V, 20A, single phase circuits must be limited to a maximum of 4,400 volt-amperes.

c) Power Circuit Loading:

(i) Branch cabling shall comply with NEC table 210.24; and

(ii) Where non dedicated power circuits serve multiple receptacles, they shall be configured in such a way that nuisance tripping does not affect an adjacent space. Where typical circuit loading may allow receptacles in multiple spaces to be served by one (1) circuit this shall be provided to Owner for approval; and

(iii) 120 V circuits for convenience receptacles must be limited to a maximum of 1,440 volt-amperes (eight (8) receptacles at 180 volt-amperes).

3.7.6.11 Floor set power outlets

a) All flush floor outlets shall have captive/hinged covers that can be held closed by turn screw or similar positive latching mechanism.

b) Recessed outlet boxes shall have hinged covers with wire slots and be large enough to fully enclose any standard 120 V plugs, such that the lids close fully when outlets are in use.

c) All outlet boxes and covers shall be corrosion resistant construction and liquid-tight where likely to be exposed to liquid.

d) All outlet boxes shall be load rated based on the location of installation.

3.7.6.12 Direct Buried Conduit

a) Buried Direct Conduit shall comply with NEC 551.80(B) protection against physical damage.

b) Direct buried Schedule 80 PVC, coated intermediate metallic conduit (IMC), or rigid galvanized steel is acceptable except under roads, permanent pavement, areas

subject to vehicular traffic, and areas where service reliability is paramount such as fire access or emergency access areas. Backfill around the conduits must be selected based on the thermal conductivity and be free of materials detrimental to the conduit surface. Schedule 80 PVC shall transition to GRC prior to turning up above slabs from below grade.

c) Direct buried Schedule 40 PVC is acceptable where protected by building slab above.

d) Depths to the top of the conduit must not be less than twenty-four inches (24") below finished grade and provide metallic detectable warning tape above ducts and locate twelve inches (12") below finished grade, unless a slab exists above the conduit providing adequate cover and protection in accordance with the requirements of the AHJ.

e) Developer shall maintain at least three inches (3") of clearance from the conduit to each side of the trench.

3.7.6.13 Concrete-Encased Ductbanks:

a) Concrete-encased PVC Schedule 40 ductbanks must be used where runs are under roads, permanent pavements, areas subject to vehicular traffic, and where service cannot be interrupted such as fire access or emergency access areas.

b) Concrete encasement in areas subject to vehicular traffic shall be a minimum of 3,000 psi strength concrete. Concrete encasement in other areas shall be a minimum of 2,000 psi strength concrete.

c) Concrete-encased ductbanks shall be provided with a minimum of 1/0 bare copper ground wire embedded in the encasement.

d) Concrete-encased ducts must be provided with a cover that is at least thirty inches (30") thick. Ducts must slope toward manholes and all entries into buildings must have watertight seals. Changes in direction must be by sweeps with a radius of four feet (4') or more. Stub-ups into electrical equipment may be installed with manufactured elbows.

e) Schedule 40 and 80 Conduits shall transition to GRC prior to stubbing above grade or slab.

f) Ducts must be sized as required for the number and size of cables. All ducts for medium-voltage services must be a minimum of four inches (4").

3.7.6.14 Switchgear

3.7.6.14.1 Protection and Coordination

a) The entire electrical reticulation system shall be protected and coordinated so that the relevant circuit is cleared by the protective device immediately upstream of the system component in a fault condition. Protection elements shall be selected to provide correct protection characteristics for the protected component, personnel safety, and to maximize electrical system reliability and availability as required by the AHJ.

3.7.6.14.2 identification

a) Developer to ensure that comprehensive identification labeling, using color coded engraved plastic plates, is provided on all switchgear and switchgear compartments identifying the destination of each branch feeder as well as voltage and current ratings.

3.7.6.15 Secondary Unit Substations

3.7.6.15.1 General

a) Developer shall ensure that the design, installation, testing and commissioning of the unit substations are based on the criteria and requirements outlined below.

b) In the case of double-ended substations, main feeder breakers must be draw-out power type. Secondary feeder breakers shall be group-mounted to accommodate available space and fit within 600v switchboard construction requirements. Breakers with solid state trip units shall have modbus communications allowing the trip units to be remotely monitored via an ECMS that integrates with the BMS.

c) This Section includes indoor and outdoor secondary unit substations, each consisting of the following:

   (i) Medium-voltage primary incoming section.

   (ii) Transformer section.

   (iii) Low-voltage secondary distribution section.

   (iv) Input voltage: 34.5kV.

   (v) Output voltage: 277/480V.

   (vi) Current rating: In accordance with the facility design and specifications.

d) Related Equipment, Material and Devices:

(i) Medium-Voltage Cables for requirements of terminating cables in incoming section of substation.

(ii) Overcurrent Protective Device Coordination Study for short-circuit rating of devices and for setting of overcurrent protective devices.

(iii) Electrical Power Monitoring and Control for communication features of power distribution system devices.

(iv) Medium-Voltage Switchgear for metering and instrument transformers.

(v) Enclosed Bus Assemblies for busway connections between transformers and secondary distribution equipment.

(vi) Power Factor Correction Equipment for capacitors to be located in secondary section.

(vii) Transfer Switches that may be located in secondary distribution section.

(viii) Surge Protective Devices for Low-Voltage Electrical Power Circuits

3.7.6.15.2 Definitions

a) NETA ATS: Acceptance Testing Specification.

b) BIL: Basic Impulse level.

c) ICCB Insulated case circuit breaker.

d) MCCB: Molded case circuit breaker.

e) SPD: Surge protective device.

3.7.6.15.3 Identification

a) Developer to ensure that comprehensive identification labeling, using color coded engraved plastic plates, is provided on all unit substations identifying the destination of each branch feeder as well as voltage and current ratings.

3.7.6.15.4 Project Conditions

a) Developer shall ensure that field measurements are taken by the equipment supplier/contractor and all dimensions are indicated on the shop drawings.

b) Site Conditions:

(i) Ambient temperature: Not to exceed 104 deg F (40 deg C)

(ii) Altitudes: Not exceeding 6600 feet (2000 m).

3.7.6.15.5 Products

a) ABB.

b) Cooper Industries.

c) Eaton.

d) Siemens.

e) Schneider Electric.

3.7.6.15.6 Incoming Section

a) Primary Incoming Section: Terminal assembly with adequate space for incoming-cable terminations and surge arresters.

b) Primary Incoming Section: Transformer cover-mounted bushings.

c) Primary Incoming Section: Enclosed, air-interrupter, primary switch.

(i) Three pole, single throw, dead front, metal enclosed, with manual stored energy operator, with fuses mounted on a single frame, complying with IEEE C37.20.3.

(ii) Key interlocking system to prevent fuse access door from being opened unless switch is open. Additionally, interlock air-interrupter switch with transformer secondary main circuit breaker, preventing switch from being opened or closed unless secondary main circuit breaker is open.

(iii) Phase Barriers: Located between blades and fuses of each phase, designed for easy removal, allows visual inspection of switch components when barrier is in place.

(iv) Window: Permits viewing switch-blade positions when door is closed.

(v) Accessory Set: Tools and miscellaneous items required for interrupter switchgear test, inspection, maintenance, and operation. Include fuse-handling tool as recommended by switchgear manufacturer.

(vi) Continuous-Current Rating: as per facility design and specifications.

(vii) Short-Circuit Rating: as per facility deign and specifications.

(viii) Fuses: Sizes recommended by secondary unit substation manufacturer, considering fan cooling, temperature-rise specification, and cycle loading.

(ix) Surge Arresters: Comply with IEEE C62.11, Distribution class; metal-oxide-varistor type, with ratings as indicated on power distribution design drawings, connected in each phase of incoming circuit and ahead of any disconnecting device.

3.7.6.15.7 Dry-Type Transformer

a) Designed and manufactured to IEEE C57.12.01, IEEE C57.12.50 and, NEMA ST 20.

b) Enclosure: Indoor, ventilated, encapsulated coil, with primary and secondary windings individually cast in epoxy; with insulation system rated at 185 deg C with an 80 deg C average winding temperature rise above a maximum ambient temperature of 40 deg C.

c) Cooling System: Class AA, air cooled, complying with IEEE C57.12.01.

d) Insulation Materials: IEEE C57.12.01, rated 220 deg C.

e) Insulation Temperature Rise: as per the facility design and specifications.

f) Basic Impulse Level: as per the facility design and specifications.

g) Full-Capacity Voltage Taps: 4 nominal 2.5 percent taps, 2 above and 2 below rated primary voltage.

h) Maximum sound level: as per the facility design and specifications.

i) High-Temperature Alarm: Sensor at transformer with local audible and visual alarm and contacts for remote alarm.

3.7.6.15.8 Identification

a) Developer to ensure that comprehensive identification labeling, using color coded engraved plastic plates, is provided on all switchboards and switchboard compartments identifying the destination of each branch feeder as well as voltage and current ratings.

3.7.6.15.9 Secondary Distribution Section

a) Secondary Terminal Compartment: Bus bars mounted on standoff insulators.

b) Secondary Distribution: Low-voltage switchboard.

c) Network Protectors: as per the facility design and specifications.

3.7.6.15.10 Identification Devices

a) Compartment Nameplates: Engraved, laminated-plastic or metal nameplate for each compartment, mounted with corrosion-resistant screws.

3.7.6.15.11 Source Quality Control

a) Factory Tests: Perform design and routine tests according to standards specified for components. Conduct transformer tests according to IEEE C57.12.90. Conduct switchgear and switchboard tests according to ANSI C37.51.

b) Factory Tests: as per facility design and specifications.

3.7.6.15.12 Execution

a) Developer shall:

(i) Ensure the areas and space conditions are examined for compliance with requirements for secondary unit substations and other conditions affecting performance of work.

(ii) Examine roughing-in of conduits and grounding systems to verify the following:

1. Wiring entries comply with layout requirements.

2. Entries are within conduit-entry tolerances specified by manufacturer and no feeders will have to cross section barriers to reach load or line lugs.

(iii) Examine walls, floors, roofs, and concrete bases for suitable conditions for secondary unit substation installation.

(iv) Verify that ground connections are in place and that requirements of grounding and bonding in the facility design and specifications have been met. Developer shall not proceed with installation until after unsatisfactory conditions have been corrected.

3.7.6.15.13 Installation

a) Developer shall ensure that the unit substations are installed and anchored to concrete bases according to manufacturer's written instructions and to seismic codes. Developer shall ensure that field wiring is connected, and the equipment is grounded and bonded as per the facility design and specifications.

3.7.6.15.14 Identification

a) Developer shall ensure the field-installed wiring and components are identified and warning signs are provided.

b) Developer shall ensure the operating instructions are framed and posted conspicuously for each unit substation, including key interlocking, control sequences, elementary single-line diagram, and emergency procedures.

3.7.6.15.15 Field Quality Control

a) Developer shall ensure that the services of the contractor are retained for voltage monitoring and adjusting after Substantial Completion, if requested by Owner. After final acceptance, Developer shall perform the following voltage monitoring:

   (i) During a period of normal load cycles as evaluated by Owner, perform seven days of three-phase voltage recording at the outgoing section of each secondary unit substation. Adjust voltage unbalance in accordance with the facility design and specifications.

b) Infrared Scanning: as per the facility design and specifications.

3.7.6.16 Medium Voltage Switchgear

3.7.6.16.1 General

a) Developer shall ensure that metal-clad, circuit-breaker switchgear required for the Project has the following minimum components, features, and accessories:

   (i) Metal-clad steel enclosure.

   (ii) Power circuit breakers.

   (iii) Copper, tin-plated main bus.

   (iv) Communications modules

   (v) SCADA and system RTU.

   (vi) Digital instruments.

   (vii) Relays.

   (viii) Lightning arresters.

   (ix) PLC.

   (x) Provisions for future devices.

   (xi) Fungus proofing.

   (xii) Control and PLC battery system.

(xiii) Mimic bus.

b) Developer shall provide shop drawings for switchgear and related equipment, which shall include but is not limited to the following:

(i) Dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Method of field assembly and location and size of each field connection.

(ii) Tabulation of installed devices with features and ratings.

(iii) Outline and general arrangement drawing showing dimensions, shipping sections, and weights of each assembled section.

(iv) Drawing of cable termination compartments showing preferred locations for conduits and indicating space available for cable terminations.

(v) Floor plan drawing showing locations for anchor bolts, seismic bracing and leveling channels.

(vi) Current ratings of buses.

(vii) Short-time and short-circuit ratings of switchgear assembly.

(viii) Nameplate legends.

(ix) Mimic-bus diagram.

(x) Utility company's metering provisions with indication of approval by utility company.

(xi) Design Calculations: Shall be signed and sealed by a qualified professional engineer. Calculate requirements for selecting seismic restraints.

(xii) Wiring Diagrams: For each type of switchgear and related equipment, the wiring diagram shall include but not be limited to the following:

(xiii) Power, signal, and control wiring.

(xiv) Three-line diagrams of current and future secondary circuits showing device terminal numbers and internal diagrams.

(xv) Schematic control diagrams.

(xvi) Diagrams showing connections of component devices and equipment.

(xvii) Schematic diagrams showing connections to remote devices including SCADA remote terminal unit.

c) Developer shall ensure that the switchgear manufacturer has Seismic Qualification Certification. Developer shall confirm that the switchgear, accessories, and components will withstand seismic forces as follows:

(i) Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

(ii) Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.

(iii) Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

3.7.6.16.2 Products

a) Products shall be of reputable manufacture with local product support based in Los Angeles.

3.7.6.16.3 Manufactured Units

a) Description: Factory assembled, tested and complying with IEEE C37.20.1.

b) Ratings: Suitable for application in 3-phase, 60-Hz, solidly grounded-neutral system.

c) System Voltage:

d) Normal power switchgear: 34.5 kV nominal

e) Emergency power switchgear: 4.16 kV nominal;

3.7.6.16.4 Metal Clad Circuit Breaker Switchgear

a) Comply with IEEE C37.20.3.

b) Comply with IEEE C37.20.7. Provide arc-resistant switchgear, Type 2C.

c) Interrupting-Capacity Class shall be coordinated with the fault level from Los Angeles Department of Water and Power.

d) Ratings: Comply with IEEE C37.04.

e) Circuit Breakers: Three-pole, single-throw, electrically operated, draw out-mounting units using three individual, vacuum-sealed interrupter modules.

f) Test Accessories: Relay and meter test plugs.

g) Low-DC-Voltage Alarm: Switchgear shall have a monitor for DC control power voltage with a remote alarm located where indicated by Owner.

3.7.6.16.5 Fabrication

a) Indoor Enclosure: Steel.

b) Each compartment shall have the following features:

   (i) Louvers equipped with insect and rodent screen and filter, and arranged to permit air circulation while excluding rodents and exterior dust.

   (ii) Hinged front door with locking provisions.

   (iii) Interior light with switch.

   (iv) GFCI duplex receptacle.

   (v) Power for heaters, lights, and receptacles to be provided by control power transformer.

c) Finish: Manufacturer's standard gray finish over rust-inhibiting primer on phosphatizing-treated metal surfaces.

d) Bus Transition Unit: Arranged to suit bus and adjacent units.

e) Incoming-Line Unit: Arranged to suit incoming line.

f) Outgoing Feeder Units: Arranged to suit distribution feeders.

g) Auxiliary Compartments: Arranged to suit house meters, relays, controls, and auxiliary equipment; isolated from medium-voltage components.

h) Key Interlocks: Arranged to effect interlocking schemes as required by the power distribution design.

i) Provisions for Future Key Interlocks: Mountings and hardware required for future installation of locks, as required.

3.7.6.16.6 Components

a) Main Bus: Tin plated copper; full length of switchgear.

b) Ground Bus: Tin plated copper; full length of switchgear.

c) Bus Insulation: Covered with flame-retardant insulation.

d) Instrument Transformers: Comply with IEEE C57.13.

e) Multifunction Digital-Metering Monitor: Microprocessor-based unit suitable for three- or four-wire systems, listed and labeled by NRTL. Flush or semi-flush mounting.

f) Relays to be in compliance with IEEE C37.90, integrated digital type; with test blocks and plugs.

g) Surge arresters to be in compliance with IEEE C62.11: Distribution class, metal-oxide Surge Arrestors for AC Power Circuits >1 kV.

   (i) Install in cable termination compartments in each phase of circuit.

   (ii) Coordinate rating with circuit voltage.

h) Provision for Future Devices: Equip compartments with rails, mounting brackets, supports, necessary appurtenances, and bus connections.

i) Fungus Proofing: Permanent fungicidal treatment for switchgear interior, including instruments and instrument transformers.

j) Ensure that control power supply from a normal power 120 V control transformer is backed up by a DC battery system for logic control equipment. Battery system shall be of lithium-ion technology.

k) Control Wiring: Factory installed, complete with bundling, lacing, and protection.

l) Developer shall ensure that the equipment is fully tested and test reports are available:

   (i) Production tests on circuit breakers according to ANSI C37.09.

   (ii) Production tests on completed switchgear assembly according to IEEE C37.20.2.

3.7.6.16.7 Installation

a) Developer shall ensure that installing contractor anchors switchgear assembly to channel-iron sill embedded in concrete base and attaches by proper bolting of the equipment.

3.7.6.16.8 Connections

a) Developer shall ensure that:

   (i) Installing contractor installs the required medium voltage cables and terminates them to the switchgear in accordance with the design.

   (ii) The cables connections are properly torqued according to manufacturer's published torque-tightening values.

(iii) The equipment is grounded and bonded in accordance with NEC and industry practices.

3.7.6.16.9 Quality Control

a) Developer shall ensure that the installing contractor engages manufacturer's certified field service personnel or a qualified testing agency to perform the following field quality control tests:

(i) Test insulation resistance for each switchgear bus, component, connecting supply, feeder, and control circuit.

(ii) Test continuity of each circuit.

(iii) Inspect switchgear, wiring, components, connections, and equipment installation.

(iv) Perform each electrical test in accordance with NETA's Acceptance Testing Specifications (ATS).

(v) Infrared Scanning: After Substantial Completion, but not more than sixty (60) days after Final Acceptance, perform infrared scan of each switchgear. Remove front and rear panels so joints and connections are accessible to portable scanner.

(vi) Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switchgear 11 months after date of Substantial Completion.

(vii) Instrument: Use an infrared-scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

(viii) Record of Infrared Scanning: Prepare a certified report that identifies switchgear checked and that describes infrared-scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.7.6.16.10 Adjusting

a) Developer shall ensure that field adjustable protective-relay trip characteristics are adjusted according to overcurrent protective device coordination.

3.7.6.17 Low Voltage Switchboards (277/480V and 120/208V)

3.7.6.17.1 General

a) Developer shall ensure the design, installation, testing and commissioning of the low voltage distribution switchboards are based on the criteria and requirements outlined below. The criteria and requirements pertain to both normal power and emergency power switchboards and for voltage ratings of 480/277V and 120/208V;

   (i) Switchboards shall be constructed to conform to UL891.

   (ii) Switchboards with 480Y/277 and 208Y/120V service, limited to substation secondary switchboards, must be freestanding and provided with a single main disconnect device as required (main lugs only, where permissible, can be used if expressly allowed by Owner). This main device must be insulated case, power air circuit breaker, have ground fault protection, and must be individually mounted, draw out type (as applicable). Insulated case and power air circuit breakers must be electrically operated. Branch feeders must be protected by fusible load-break switches or by fully rated molded case circuit breakers. Front access is required.

3.7.6.17.2 General Features and Components:

a) Low voltage switchboards shall include the following features and components:

   (i) Metal-Clad distribution switchboards rated 600V and less;

   (ii) Arc resistance design;

   (iii) Seismic design;

   (iv) Disconnecting and overcurrent protective devices;

   (v) Surge protective devices;

   (vi) Instrumentation and indicating lights;

   (vii) Control power;

   (viii) Battery backup of control power;

   (ix) EPMS;

   (x) PLC;

   (xi) Internal monitoring and control wiring;

   (xii) Provisions for connecting to SCADA system; and

(xiii) Identification.

3.7.6.17.3 Definitions

a) Metal-Clad: Steel enclosure construction low voltage (600V or less) characterized by:

   (i) Withdrawable main and major branch circuit breakers;

   (ii) Fixed insulated or molded case breakers for smaller branch feeders; and

   (iii) Metal barriers around compartments.

b) EPMS: Electric Power Monitoring System

c) PLC: Programmable logic controller

d) SCADA: Supervisory control and data acquisition

3.7.6.17.4 Performance Requirements

a) Performance requirements that apply to the low voltage switchboards include, but are not limited to:

   (i) Retain this article with "Seismic Qualification Certificates" Paragraph in "Informational Submittals" Article for projects requiring seismic design. Model building codes and SEI/ASCE 7 establish criteria for buildings subject to earthquake motions. Verify requirements of authorities having jurisdiction.

   (ii) Seismic Performance: Switchboards shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.

   (iii) Basis for seismic certification: Indicate withstand certification is based on actual test of assembled components or on calculation. Shake-table testing shall comply with ICC-ES AC156.

   (iv) Enclosure rating: NEMA 1 (indoor switchboards).

   (v) Bus rating as per the facility design and specifications.

   (vi) Short circuit withstand rating per facility design and specifications.

   (vii) Ground fault protection as required by code.

3.7.6.17.5 Quality Assurance

a) Developer shall ensure the quality is assured, controlled and maintained as follows:

(i) Shop Drawings for each switchboard, circuit breakers, devices, internal wiring, instrumentation, monitoring and control equipment are received, reviewed, and documented.

(ii) Qualification Data is received from qualified testing agency, reviewed and documented.

(iii) Coordinate with Division 26 Section "Vibration and Seismic Controls for Electrical Systems." See SEI/ASCE 7 for certification requirements for equipment and components.

(iv) Seismic qualification certificates are received showing that switchboards, overcurrent protective devices, accessories, and components will withstand seismic forces.

(v) Basis for certification to indicate whether withstand certification is based on actual test of assembled components or on calculation.

(vi) Dimensioned outline drawings of equipment unit are reviewed, documented, and identify center of gravity, describing mounting and anchorage provisions.

(vii) Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

(viii) Developer shall engage a qualified testing agency.

(ix) Set out requirements for field quality control.

(x) Provide Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components including instruments and instrument transformers.

(xi) Carry out acceptance testing.

(xii) Document test procedures and test results of field quality control.

(xiii) Document all results of failed tests and corrective action taken to achieve test results of field quality control.

(xiv) Ensure operations and maintenance data is documented, assembled and included in the Operations and Maintenance Manuals.

3.7.6.17.6 Project Conditions

a) Environmental Limitations:

(i) Developer shall not deliver or install switchboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above

switchboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

(ii) Developer shall rate equipment for continuous operation under the following conditions unless otherwise indicated:

1. Ambient Temperature: Not exceeding 104 deg F (40 deg C).

2. Altitude: Not exceeding 6600 feet (2000 m).

3.7.6.17.7 Products

a) Approved manufacturers of products related to the low voltage switchboards include:

(i) Eaton Electrical Inc.;

(ii) ABB.;

(iii) Schneider Electric Company.; and

(iv) Siemens.

3.7.6.17.8 Surge Protective Devices (SPDs)

a) Developer to ensure the SPDs installed on the switchboards fully coordinate with other SPDs throughout the power distribution system in the facility. SPDs for all switchboards shall be of one manufacture, Products shall be of reputable manufacture with local product support based in Los Angeles.

b) Developer shall provide robust surge protection strategy inclusive of coordinated surge protection in conjunction with the lightning protection strategy.

c) Developer shall submit a surge suppression strategy including the use of SPDs to prevent the continued flow from network surge or lightning strike. SPD devices shall be capable of continued and repeated functions.

d) Developer shall submit the surge suppression strategy to Owner for review, the strategy shall include but not be limited to SPD devices in the following locations;

(i) Main incoming supplies (LADWP);

(ii) Main switch boards;

(iii) Panel boards;

(iv) Mechanical services switch boards;

3.7.7 Panelboards

a) Panelboards must be constructed to comply with the requirements of UL 67 and UL 50;

b) All panelboard interiors must be constructed using hard-drawn copper of 98% conductivity, with AIC bracing greater than the calculated available fault current. The minimum short circuit rating for 208Y/120V panelboards must be 10,000 Amp symmetrical. The minimum short circuit rating for 480 Y/277 V panelboards must be 14,000 Amp symmetrical. A full-size copper ground bus for connecting ground conductors must be bonded to the steel cabinet. Provide isolated ground bus where required; and

c) Branch circuit breakers must be bolt-on designed for replacement without disturbing the adjacent units. Breakers must comply with the requirements of UL 489, thermal magnetic type with a short-circuit rating greater than the calculated available fault current. Panels must be specified with hinged covers.

3.7.7.1 Disconnecting and Overcurrent Protection Devices

a) Molded-Case Circuit Breaker (MCCB): In compliance with UL 489, with interrupting capacity to meet available fault currents. Detailed features of the circuit breakers as specified by the power distribution design engineer.

b) Approved Manufacturers:

   (i) Eaton Electrical Inc.

   (ii) ABB

   (iii) Schneider Electric.

   (iv) Siemens

3.7.7.2 Instrumentation

a) Instrument requirements:

   (i) Transformers to IEEE C57.13 standard and to NEMA EI 21.1

   (ii) Potential Transformers to IEEE C57.13 standard; 120 V, 60 Hz,

   (iii) Current Transformers: to IEEE C57.13 standard; 5 A, 60 Hz, secondary

   (iv) Control-Power Transformers: Dry type, mounted in separate compartments for units larger than 3 kVA.

   (v) Current Transformers for Neutral and Ground-Fault Current Sensing.

b) Multifunction digital-metering requirements:

(i) Microprocessor-based unit suitable for three or four wire system and switch selectable digital display of the following values with accuracy as indicated:

(ii) Phase Currents, Each Phase: Plus or minus 1 percent.

(iii) Phase-to-Phase Voltages, Three Phase: Plus or minus 1 percent.

(iv) Phase-to-Neutral Voltages, Three Phase: Plus or minus 1 percent.

(v) Megawatts: Plus or minus 2 percent.

(vi) Megavars: Plus or minus 2 percent.

(vii) Power Factor: Plus or minus 2 percent.

(viii) Frequency: Plus or minus 0.5 percent.

(ix) Accumulated Energy, Megawatt Hours: Plus or minus 2 percent; accumulated values unaffected by power outages up to 72 hours.

(x) Megawatt Demand: Plus or minus 2 percent; demand interval programmable from five to 60 minutes.

(xi) Mounting: Display and control unit flush or semiflush mounted in instrument compartment door.

3.7.7.2.1 Bypass Isolation Switches

a) By-Pass Isolation Switches shall only be provided for critical automatic transfer switches where maintenance must occur without interrupting service. For switches serving non-critical loads or where maintenance can occur during normally unoccupied times, bypass isolation switches is not required.

3.7.7.3 Accessory Components and Features

a) Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

b) Portable Test Set: For testing functions of solid-state trip devices without removing from switchboard. Include relay and meter test plugs suitable for testing switchboard meters and switchboard class relays.

c) Portable Circuit-Breaker Lifting Device: Floor-supported, roller-based, elevating carriage arranged for movement of circuit breakers in and out of compartments for present and future circuit breakers, or

d) Overhead Circuit-Breaker Lifting Device: Mounted at top front of switchboard, with hoist and lifting yokes matching each drawout circuit breaker.

3.7.7.4 Identification

a) Developer shall ensure that comprehensive identification labeling, using color coded engraved plastic plates, is provided on all switchboards and switchboard compartments identifying the destination of each branch feeder as well as voltage and current ratings.

3.7.7.5 Execution

a) Developer shall ensure each switchboard, and circuit breakers if shipped separately, are received, inspected, handled, and stored according to NECA 400. Each switchboard must be examined before installation and rejected if moisture damaged or physically damaged.

b) Developer shall proceed with installation only after correcting unsatisfactory conditions.

3.7.7.6 Installation

a) Ensure the switchboards and accessories are installed according to NECA 400.

b) Ensure that temporary lifting provisions are removed, such as, temporary lifting eyes, channels, and brackets and temporary blocking of moving parts, and switchboards are installed on concrete base of four inch (4") nominal thickness.

c) Comply with mounting and anchoring requirements for seismic control.

d) Ensure that overcurrent protective devices, surge protective devices, and instrumentation are installed.

3.7.7.7 Connections

a) Developer shall ensure that all feeder terminations are properly carried out and tested in accordance with power distribution design and specifications.

3.7.7.8 Adjusting

a) Developer shall ensure that moving parts and operable components function smoothly and lubricated as recommended by manufacturer.

b) Developer shall ensure the field-adjustable circuit-breaker trip ranges are applied in accordance with the Overcurrent Protective Device Coordination Study.

3.7.7.9 Power Systems

3.7.7.9.1 Normal Power Systems

a) Developer shall provide unit substations at 480 Y/277 V in pairs.

b) Developer shall implement a load shed program to ensure redundancy and maintenance of operations in the event of a loss of a substation.

3.7.7.9.2 Emergency Power Systems

a) Developer shall provide a new emergency generator(s) to serve the New Facility emergency and stand-by system loads as defined by the FMEA.

b) Developer shall provide space for a future a generator of equal size.

c) Developer shall provide a ground or dock level temporary generator connection point (docking station) accessible from the exterior via truck sized for the application and required spare capacity.

3.7.7.9.3 Generator System

a) The emergency and standby generator system shall consist of one (1) or more central engine generators as required by the FMEA, and a separate distribution system with automatic transfer switches, distribution panels, lighting panels, and, where required, dry-type transformers feeding 208 Y/120 V panels.

b) A permanently installed load bank, sized at a minimum of fifty percent (50%) of generator rating, shall be provided with load steps to facilitate all required generator testing modes. The load bank shall not be factory mounted to the radiator.

c) The engine generators shall be standby rated and sized to serve the critical design load inclusive of spare capacity and to run at a maximum of sixty to eighty percent (80% of their rated capacities after the effect of the inrush current declines. When sizing the generators, the initial voltage drop on the generator output due to starting currents of loads must not exceed fifteen percent (15%).

d) Day tanks or skid mounted belly tanks shall be sized for a minimum capacity of four (4) hours of generator operation. Provide direct fuel oil supply and fuel oil return piping to the on-site storage tank with twenty-four (24) hours of fuel storage at full load.

e) Generator alarms shall be provided on the exterior wall of the generator room. All malfunctions must be transmitted to the BMS.

    (i) A generator alarm annunciator shall be located within the fire command center.

(ii) The generator output breaker shall have a contact connected to the ECMS and monitored by the BMS indicating output breaker position, to allow annunciation of the open position on the BMS.

f) Automatic transfer switches serving motor loads shall have in-phase monitors (to ensure transfer only when normal and emergency voltages are in phase) to prevent possible motor damage caused by an out-of-phase transfer. They shall also have pretransfer contacts to signal time delay returns in the emergency motor control centers.

g) Unless otherwise specified in the Contract Documents, emergency generator fuel tanks shall be designed for a twenty-four (24) hours use with capacity for full load continuous operation (prime generators).

3.7.7.10 Uninterruptable Power Supplies

a) Provision shall be made for emergency and selected stand-by loads to continue with minimal interruption. This shall be achieved through the use of local battery systems within affected systems, distributed (rack mounted) UPS units, or centralized UPS systems. The batteries or UPS systems shall provide power to the loads identified based on the autonomy required for the required continuous operation.

b) In addition to standby and emergency power supply requirements for Codes and Standards, batteries or UPS systems shall be provided to the following loads:

Table 3.7.7.10: Uninterruptable Power Supplies

Load requiring UPS	Minimum Redundancy	Autonomy (minutes)
Communications Cupboards (IDFs)	N	30
Communications Rooms (MDFs)	N*	120
BAS	N	60
Security	N	60
CCTV	N	60
Fire Alarm	N	60
PA / Paging control equipment	N	15
Smoke Control monitoring and control devices	N	60

Note: A rating of N+1 shall be maintained for Main Distribution Frames (MDFs) that support multiple power supply zones.

c) Minimum Redundancy shall be kept to N for all systems other than MDFs. A rating of N+1 shall be maintained for MDFs that support multiple power supply zones.

3.7.7.11 Bonding and Grounding

a) Developer shall provide a complete electrical bonding and grounding system for the incoming supply in accordance with NFPA 70 and the AHJ.

b) All AV, communications and sensitive equipment shall have a bonding system designed in accordance with NFPA 70 Article 640.

c) Sensitive equipment shall be provided with bonding and ground arrangements to suit the manufacturer's requirements.

3.7.7.12 Lightning Protection

a) The lightning protection system shall be designed in accordance with the NFPA 780 and the AHJ and consist of a copper air termination network at roof level which shall be bonded to all metallic roof equipment and steelwork.

b) The air termination network shall be bonded to the structural reinforcement down conductors which shall be made electrically continuous to the lowest point of the associated pile.

c) The building sub-structure and associated reinforcement shall be separate to the lightning protection system. Dedicated conductors and earth rods shall act as the lightning protection ground electrode system. Test points shall be provided at roof levels and at ground level for the purpose on continuity testing of the down conductor path.

d) Test points shall remain accessible for future testing. A ring conductor shall be installed around the perimeter of the building and Developer shall consider the lay of the land when designing this system. The ring conductor shall be used to interconnect all down conductors.

e) Access pits shall be provided at each bonding point for the purpose of testing and inspection. Access pits shall not be required if exothermic welds (irreversible connections) are utilized. In all cases access shall be provided per NFPA 780, Developer shall provide and keep photographic evidence of the welds if not accessible.

f) The design shall ensure all bonds as cast in components are installed as required to make up a complete system.

g) The lightning protection system shall be bonded to the LV switchroom grounding bar.

h) Provide UL master label for lightning protection system.

3.7.8 Lighting Systems

3.7.8.1 Specific Area Data Sheet Requirements

a) Developer shall design and build the facilities to include the lighting systems as indicated within these requirements and in compliance with Illuminating Engineering Society (IES) requirements, Developer shall develop the lighting design and identify fitting selections, lighting control methods, light levels and lighting uniformity, requirements per room/area via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**, identifying rom/area.

3.7.8.2 Luminaire Optionality

a) All luminaires shall be LED type.

b) Developer shall provide to Owner for review and approval, a minimum of three (3) options for the predominant type of luminaires within an area.

c) The luminaire options provided must present choices in appearance and functionality and be of equal or similar quality, lighting output and warranty period.

3.7.8.3 Lighting Quality

3.7.8.3.1 Illumination levels

a) Illumination levels shall be developed in accordance with the requirements of the IES taking into account surface reflectance levels for ceilings.

3.7.8.3.2 General Luminaire Requirements

a) All luminaires and accessories shall be listed by a national recognized testing laboratory (NRTL) that is recognized by the AHJ.

b) Developer shall provide luminaire supports including but not limited to support rods, cables, pendants, and/or ceiling grid clips as required by the luminaire manufacturer and code.

c) LEDs with Kelvin temperatures shall comply with ANSI C78.377. Minimum seventy percent (70%) maintained initial-rated lumens at an average rated life of fifty thousand (50,000) hours for integrated modules and twenty thousand (20,000) hours for LED screw-base lamps.

d) The color corrected temperature (CCT) shall be 3500K, unless otherwise stipulated. The CRI shall be 80 or greater.

e) All LEDs used for the same luminaire type throughout the Project shall originate from the same production bin and have a tolerance of within three (3) MacAdam ellipses.

f) Drivers shall comply with ANSI C 82.77, designed for the type and quantity of LED lamps connected.

g) Dimming drivers shall be without visual flicker and strobing throughout the dimming range. Minimum dimming range shall be one hundred to ten percent (100-10%) of the rated lumens (unless noted otherwise).

h) 0-10 V dimming drivers shall be compliant with IEC 60929 standard for 4-wire dimming.

3.7.8.4 Lighting Concept – Functional Description

a) Developer shall utilize the lighting concepts below and develop these to completion, observing these requirements as the minimum standard and outcome Owner will accept. The lighting design and subsequent installation shall be undertaken in accordance with the requirements of the IES.

3.7.8.4.1 Back of House

a) Developer shall utilize a combination of surface mounted strip, industrial, enclosed (both surface and recessed), and surface high bay luminaires for back of the house areas including:

(i) CUP;

(ii) Mechanical, electrical, communication rooms;

(iii) Storage, workshops and support spaces;

(iv) Toilet and janitor rooms;

(v) Offices and administrative spaces;

(vi) Kitchens and food prep areas (sealed fittings and shielded lamps/lenses to prevent broken lamps from falling on to food or prep areas);

(vii) Shop spaces;

(viii) Catwalks. Lighting must illuminate the floor of the catwalk only and shall not be visible from the exhibit area floor below.

(ix) Covered areas and canopies

(x) Exit and egress pathways; and

(xi) Carpark, truck and loading docks.

b) Equipment rooms housing infrastructure designed to be operated under generator power shall be provided with lighting served from the emergency generator.

c) Luminaires shall be zoned and controlled via lighting control system or occupancy sensors per the CEC and CALGreen requirements.

d) The lighting design, lighting levels and control requirements shall be developed in compliance with applicable codes, including the California Electrical Code, CALGreen and the City of Los Angeles Building Code and Municipal Code.

3.7.8.4.2 Architectural Lighting

a) Applicable Codes

(i) All applicable local codes shall be used for design purposes. Local codes shall take precedence should they stipulate the use of alternative procedures or require minimum lighting levels for specific areas.

b) Light Levels Per Space

(i) IES lighting applications standards collection shall be used as a basis to complete the lighting design.

(ii) Specific influences of glare, task complexity, surface reflectance characteristics, ceiling brightness, and usage shall be addressed through the lighting design.

(iii) Where lighting level ranges are recommended, illumination levels at the midpoint of the range shall be provided. Illumination levels referenced are maintained levels measured at thirty inches (30") AFF or at an actual work surface and represent an average level for the area.

c) Lighting Power Density

(i) Developer shall utilize a greater extent of perceived lighting effects, decorative elements, and lower ambient lighting levels throughout the design.

d) Normal and Emergency Egress Lighting

(i) Egress lighting shall be provided as required to meet applicable codes.

(ii) Emergency lighting shall be provided by general luminaires connected to the emergency power distribution system. Interior emergency lighting shall be provided to illuminate paths of egress through the building and as other areas as required by the Codes and Standards .

(iii) Exterior emergency egress lighting shall be provided to illuminate paths of egress from building exit discharges to the public way.

e) Building Lighting System Overview – Design Intent

(i) The lighting design shall focus on the visitor experience within the arrival lobbies and pre-function gathering and shall provide sophisticated and contemporary approaches to new meeting rooms, render a distinct multipurpose space that can be transformed for individualized events, enhance the Pico Passage vehicular boulevard and pedestrian arrival areas, and create an icon within the visual composition of the Los Angeles skyline.

f) Lobby Atrium and Pre-function

(i) Recessed and surface mount LED downlights shall provide general illumination. Consideration shall be given to increased illumination levels at entry thresholds for daylight adaptation and task based gathering such as registration areas.

(ii) LED cove luminaires mounted in architectural detailed perimeter coves or manufactured LED regress lens slot/coves shall provide vertical illumination and general ambient illumination. Coordinate with graphics and focal architectural materials.

(iii) Luminaires shall be fully dimmable with a minimum dimming range of one hundred to ten percent (100-10%).

(iv) Luminaires shall be 3000K color temperature unless directed otherwise by Owner.

(v) Lighting Control: Centralized network dimming panel lighting control system with daylight sensor. Luminaire shall utilize automated timeclock-based scheduling with override via central computer or mobile tablet application. Luminaires shall be zoned to allow for multiple illumination scenes based on night, day, and special event use. Luminaires shall be zoned for daylight harvesting dimming. Accent, task and general lighting shall be zoned separately.

g) Exhibit Hall

(i) New exhibit hall shall utilize partition sensors to communicate status of partitions to lighting control system for both lighting preset scenes and local preset wall station button configuration for when the exhibit hall is a standalone or connected space. Locate partition sensors 4’-5’ from wall where partition wall engages with perimeter wall.

(ii) The new exhibit hall shall be a complete LED high-bay luminaire installation. Luminaire shall be an integrated LED module with full-range dimming. The LED fixtures shall have an aluminum reflector to reduce potential glare, increase

fixture efficiency, and reduce unnecessary spill light on the underside of structure.

(iii) Luminaires shall be based on a nominal forty foot (40') mounting height and a luminaire spacing grid of approximately fifteen feet (15') by fifteen feet (15'), the luminaires and control system shall be capable of utilizing infrared partition sensors and shall be capable of being be set to dim and reach matching illumination levels, of the adjacent South Hall and West Hall when the new exhibit hall is in its open state to the adjacent halls. Layout and luminaire type shall be similar to existing adjacent halls.

(iv) Luminaires shall be fully dimmable with a minimum dimming range of one hundred to ten percent (100-10%).

(v) Luminaires shall be 4000K color temperature unless directed otherwise by Owner.

(vi) Daylight shall be a consideration within the exhibit hall lighting design. The luminaires and control system shall be capable of integration with automated day lighting shade systems and be capable of pre-set scenes between the architectural lighting and the daylight shade system.

h) Lighting Control:

(i) Centralized network dimming panel lighting control system with partition sensors.

(ii) Luminaire shall utilize automated timeclock-based scheduling with override via central computer or mobile tablet application.

(iii) Luminaires shall be zoned to allow for multiple illumination scenes based on night, day, and special event use.

(iv) Luminaires shall be zoned for daylight harvesting dimming. Luminaires shall be zoned in groups, typically 4 luminaires per group, in coordination with typical exhibit booth layout

(v) Within each luminaire grouping, Developer shall provide control system to enable Owner to control luminaire independently. Developer to propose solution for approval with Owner.

i) Meeting Rooms

(i) Recessed 2" or 4" wide linear luminaires shall be used for general task-based illumination. Consideration to be given to "indirect" or regress lens fixtures to reduce surface and high-angle glare. Consideration to be given to a linear layout running parallel to the presenter area. Or, 4'x'4 grid pattern in coordination with ceiling tile configuration.

(ii) Recessed adjustable accent downlights or double-gimble accent luminaires shall be used to provide vertical accent illumination within the presenter area. Luminaires shall be located such to aim the fixtures at 50-45degrees from nadir at presenters. Luminaires shall be zoned as accent illumination and grouped utilizing a "right-center-left" method at stage/speaker.

(iii) Coordinate accent luminaires with furniture planning options in determining positioning, locations, and occurrence of these variables with meeting room partitions.

(iv) Luminaires shall be fully dimmable with a minimum dimming range of one hundred to ten percent (100-1%). Drivers shall use constant current dimming throughout the dimming curve to reduce the potential for flicker and strobing in lower dimming ranges.

(v) Luminaires shall be 3000K color temperature unless directed otherwise by Owner.

(vi) Meeting rooms shall utilize infrared partition sensors where required to combine or isolate room's control zoning per room configuration. Locate partition sensors 4'-5' from wall where partition wall engages with perimeter wall.

(vii) Lighting Control: Centralized network dimming panel lighting control system with partition sensors, vacancy sensors, and local preset stations. Luminaire shall utilize automated timeclock-based scheduling with override via central computer, mobile tablet application, local preset station. Luminaires shall be zoned to allow for multiple illumination scenes based on general, dining, lecture, AV stage-right, AV stage-left, AV stage-center, clean-up and night. Accent and general lighting shall be zoned separately.

(viii) Lighting Control: Developer shall provide a two (2)-button wall station at entry for a set-up scene and off. AV integration control equipment shall facilitate more discreet setting via touch panel control unit providing individual zone adjustment and pre-set scene recall.

j) Meeting Rooms – flexible open meeting space

(i) Based on time-of-day and occupancy states the uplight cove shall be programmed to dynamically change throughout the day, changing from 3000K-5500K-2700K. Upon occupancy this operation shall be overridden by the local control station and respond to meeting set-up presets. Upon vacancy, the uplight shall return to the dynamic state.

(ii) To address the general task illumination within the meeting rooms, 3000K LED luminaires shall be provided in a linear array configuration. At speaker positions, recessed double-gimble accent luminaires shall be included utilizing a "right-center-left" stage/speaker coverage and zoning methodology.

(iii) Coordination of the accent luminaires with furniture planning options shall be considered in determining positioning, locations, and occurrence with the variables within meeting room partitioning.

(iv) Luminaires shall be controlled via the central lighting control system and shall be fully dimmable with a minimum dimming range of one hundred to one percent (100-1%).

(v) LED drivers utilizing constant current dimming protocol shall be utilized to reduce the potential for flicker and strobing in lower dimming ranges. The dynamic white indirect cove shall require DMX/eDMX control (over Ethernet) technology tied-into the central Mosaic/Pharos DMX processor.

(vi) Developer shall provide a two (2)-button wall station at entry for a set-up scene and off. AV integration control equipment shall facilitate more discreet setting via touch panel control unit providing individual zone adjustment and pre-set scene recall.

k) Multi-purpose space

(i) The lighting systems within the Multi-Purpose space shall facilitate a wide variety of illumination criteria, from a small exhibit space, meeting rooms, to candlelight galas. The Multi-Purpose Space shall include three (3) lighting systems:

(ii) System 1, Daylight – This system shall utilize motorized daylight shades to allow natural light to enter the space as the primary form of lighting. The motorized shades control shall be coordinated with architectural lighting preset scenes and integrated by the site-wide, IP-based AV control system. Control system requires manual override at ground level in the event of device failure.

(iii) System 2, General Illumination – This system shall include dynamic white precise optic architectural flood luminaires, ranging in color temperature from 2700K to 6500K, arranged in groups to suit the architectural ceiling layout. Fixture groups shall be mounted on structural located above the ceiling, offset to one-side. The system shall utilize the dynamic white fixtures and control to provide illumination for various task criteria and allow the mood of the space to shift from exhibit (4000K), to meeting (3500K), to gala (2700K).

(iv) System 3, Accent Illumination – This system shall highlight the ceiling with lensed wide optic RGB DMX. Luminaires shall be placed opposite of the direction of the general dynamic white luminaire to create a contrasting directionality of illumination. Color-changing luminaires shall be capable of having a single-color static appearance or be programmed with time-sequence macros that allow the ceiling to slowly change appearance during an event. Developer shall provide ceiling power and rigging point for third-party large-scale chandeliers.

(v) Multi-purpose space shall utilize infrared partition sensors where required to combine or isolate room's control zoning per room configuration. Locate partition sensors 4'-5' from wall where partition wall engages with perimeter wall.

(vi) Lighting Control: Luminaires shall be controlled via the centralized lighting control system and infrared partition sensors to enable differing configurations. Luminaires shall have the ability to facilitate various preset control scenes based on general, banquet, lecture, terrace deck special. Dynamic white and RGB luminaires shall be fully dimmable with a minimum dimming range of one hundred to one percent (100-1%) and individually addressable via DMX (over Ethernet) control technology and shall be managed by the central Mosaic/Pharos processor and control station for general illumination preset scenes, daylight dimming, ceiling color selection and time-based macros. Developer shall provide a two (2)-button wall station at entry for a set-up scene and off. AV integration control equipment shall facilitate more discreet setting via touch panel control unit providing individual zone adjustment and pre-set scene recall.

(vii) Lighting Control: Developer shall provide both floor-box and perimeter power receptacles in conjunction with eDMX input receptacles for theatrical console control of architectural fixtures located in the Multi-Purpose Space. Location for eDMX receptacles to be agreed with Owner.

l) Multi-purpose space pre-function

(i) Developer shall provide column mounted asymmetric uplights that provides indirect ambient general illumination.

(ii) Additionally, Developer shall provide wide distribution RGB DMX LED linear luminaires mounted to the wall or backside of the stretched fabric frame to backlight the translucent material – emanating outwardly from the Multi-Purpose Space. These two (2) systems shall be continued on to terrace and façade lighting approaches.

(iii) At entries into the Multi-Purpose Space, Developer shall provide a slot or break along the fabric framing for cylinder downlights to be positioned within and provide increased horizontal illumination levels.

(iv) Recessed in-wall asymmetric luminaires or lens luminaires mounted within architectural wall detail (similar to terrace) shall provide low-level circulation illumination around pre-function service blocks.

(v) Luminaires shall be fully dimmable with a minimum dimming range of one hundred to ten percent (100-10%). RGB DMX luminaires shall utilize DMX/eDMX control technology and shall be managed via the central Mosaic/Pharos processor and control station for color scenes and time-based macros.

(vi) General illumination luminaires shall be 3000K color temperature unless directed otherwise by Owner.

(vii) Lighting Control: Centralized network dimming panel lighting control system with daylight sensor. Luminaire shall utilize automated timeclock-based scheduling with override via central computer, mobile tablet application and local wall preset station. Luminaires shall be zoned to allow for multiple illumination scenes based on night, day, and special event use. Luminaires shall be zoned for daylight harvesting dimming. Accent, task and general lighting shall be zoned separately. DMX luminaires shall be controlled/programmed through the central Mosaic/Pharos DMX show controller processor with the ability to communicate with central lighting control system to allow for recall of preset scenes/macros.

m) Multi-purpose space terrace

(i) In coordination with architectural gestures for the terrace experience of looking up and out onto Los Angeles, the ceiling shall be used at a minimum as the major source of illumination for the terrace.

(ii) Asymmetric uplights mounted to perimeter columns shall provide indirect ambient general illumination.

(iii) Asymmetric uplights, similar to those mounted to the columns, shall be mounted within central landscape planters to provide indirect ambient general illumination. Luminaire locations to be coordinated with landscape planting. Provide concrete pedestals within planter for luminaire mounting just below top of leafy vegetation Low-voltage linear luminaires shall be incorporated within the toe-kick reveal of the perimeter planters to provide accent illumination along the terrace boundary circulation.

(iv) RGBW DMX LED luminaires shall be installed within perimeter edge architectural detail of the ceiling apertures to provide accent feature façade/building identity lighting.

(v) Luminaire not recessed or surface mounted under canopy/building overhang shall be UL/ETL listed for wet location installation.

(vi) General illumination luminaires shall be 3000K color temperature unless directed otherwise by Owner.

(vii) Luminaires shall be fully dimmable with a minimum dimming range of one hundred to ten percent (100-10%). RGB DMX luminaires shall utilize DMX/eDMX control technology and shall be managed via the central Mosaic/Pharos processor and control station for color scenes and time-based macros.

(viii) Lighting Control: Centralized network dimming panel lighting control system with astronomical timeclock and communication interface with building photosensor. Luminaire shall utilize automated timeclock-based scheduling with override via central computer and mobile tablet application. Luminaires shall be zoned to allow for multiple illumination scenes based on night and special event use. Accent, task and general lighting shall be zoned separately. DMX luminaires shall be controlled/programmed through the central Mosaic/Pharos DMX show controller processor with the ability to communicate with central lighting control system to allow for recall of preset scenes/macros.

n) Multi-purpose space facade

(i) Linear precise optical or asymmetric 3000K luminaires shall be utilized unless directed otherwise by Owner to highlight the leading edge of the architectural geometry. Luminaires shall be mounted in an end-to-end configuration to provide an even line of illumination along the north, west and south roof line. Luminaires mounting and/or armatures shall be coordinated with architecture to align with edge of roofline. Along the north façade, where there are outward views from multi-purpose space and multi-purpose space terrace Developer shall undertake sightline studies to ensure there is no direct view of luminaires. Luminaires shall be tilted toward canted roofline so that most all upward illumination is captured by the building with sensitivity to exterior lighting zone criteria.

(ii) Lighting Control: Centralized network dimming panel lighting control system with astronomical timeclock and communication interface with building photosensor. Luminaire shall utilize automated timeclock-based scheduling with override via central computer and mobile tablet application. Luminaires shall be zoned to allow for multiple illumination scenes based on night and special event use. Accent, task and general lighting shall be zoned separately. DMX luminaires shall be controlled/programmed through the central Mosaic/Pharos DMX show controller processor with the ability to communicate with central lighting control system to allow for recall of preset scenes/macros.

o) Pico Boulevard Passage, Roadway

(i) The lighting solution for the area under the new and existing building shall take into consideration IES RP-8-22 Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting. The lighting design for this area will require coordination with Los Angeles Department of Street Lighting inclusive of the location for electrical distribution and controls equipment associated with the public roadway lighting.

(ii) Developer shall coordinate with the Los Angeles Department of Streel Lighting to define lighting criteria for the tunnel lighting zones, including threshold, transition, interior and exit zones, and well as an approach zone that extends beyond the drip line of the building. Modification of the public street lighting shall

also be undertaken as required. All lighting under the building shall be LED and dimmable.

(iii) Lighting controls for the tunnel lighting portion of the street shall incorporate luminance photometers positioned on street lighting poles within the approach zone that can measure luminance at the portal entries and signal the lighting control system to adjust light levels under the building based on light level conditions. Lighting controls for the LACC specific site areas shall be part of the building's networked lighting control system.

(iv) Pico tunnel zone shall utilize luminaires approved by Los Angeles Department of Streel Lighting. Luminaires shall be organized in a modular array of which the density of luminaires ebb-and-flow in coordination with the threshold, transition, and interior zones as defined by IES RP-8-22.

p) Pico Boulevard Passage, Pedestrian Circulation and Vehicle Staging

(i) Gil Lindsay Gateway – The lighting systems shall utilize vertical illumination at and along the identified architectural surfaces and artwork locations.

1. Along the south concrete walls 3500K linear asymmetric luminaires shall wash/graze the walls from the top down to provide both vertical and circulation illumination to the pedestrian zone.

2. Along the north walls, perforated metal or translucent panels shall be back-lit from the bottom up with RGB optically precise linear luminaires.

3. The asymmetric lighting approach to continue the length with color illumination predominately to the side of the new lobby entrance.

(ii) Sunshine Entry – The lighting systems shall utilize spotlighting to identify the central atrium as a destination. This zone shall be demarcated using RGB DMX luminaires to provide color accent illumination at the ceiling and along the floor for easy visual cues leading to the atrium. Indirect luminaire illumination shall be utilized for the general illumination, as well as, providing general ambient illumination.

(iii) Porte-Cochere – The lighting systems shall utilize recessed lens linear luminaires to provide general illumination. Developer shall utilize luminaires that provide lumens in the high vertical angles (with consideration to disability glare) for balanced vertical and horizontal illumination within the pedestrian-vehicular conflict zone. In continuation of the Gil Lindsay Gateway experience, Developer shall provide the same vertical illumination treatment to be taken at focal architectural perforated metal screening panels.

(iv) Pico Union Transition – The lighting systems shall utilize a similar approach to the Gil Lindsay Gateway experience. Luminaires within the pedestrian circulation and vehicular staging zones shall be controlled via the centralized

lighting control system with astronomical timeclock, photocell, and occupancy monitoring inputs.

(v) Luminaires shall be fully dimmable with a minimum dimming range of one hundred to ten percent (100-10%). RGB DMX luminaires shall utilize DMX/eDMX control technology and shall be managed via the central Mosaic/Pharos processor and control station for color scenes and time-based macros.

(vi) Lighting Control: Centralized network dimming panel lighting control system with astronomical timeclock. Luminaire shall utilize automated timeclock-based scheduling with override via central computer and mobile tablet application. Luminaires shall be zoned to allow for multiple illumination scenes based on day, night and special event use. Accent, task and general lighting shall be zoned separately. DMX luminaires shall be controlled/programmed through the central Mosaic/Pharos DMX show controller processor with the ability to communicate with central lighting control system to allow for recall of preset scenes/macros

(vii) The luminaires shall have the ability to facilitate various preset control scenes based on night, day, and special event use.

(viii) The luminaires shall be fully dimmable with a minimum dimming range of one hundred to ten percent (100-10%). 0-10 V LED drivers utilizing constant current dimming protocol shall be the basis of design to reduce the potential for flicker and strobing in lower dimming ranges.

(ix) RGB luminaires shall utilize DMX/eDMX control technology and shall be managed via the central Mosaic/Pharos processor and control station for color selection and time-based macros.

3.7.8.5 Lighting Illumination and Control Criteria

LIGHTING CRITERIA TABLE																		
Area Description	Target Light Levels (Avg FC)	Potential Lamp Sources			Potential Luminaire Types	Control Strategy												Emerg. Lighting
						Sensors			User Interface		System		Method					
		LED	FL	INC / HAL		Occupancy /	Daylight	Photocell	Local Wallbox	Preset Control	Partitionable	Network Control	DMX capable	Multi-Level Switching/Zone	Continuous			

Atrium Lobby	15 – 20	X			Monopoint Trackhead /Cylinder Downlights, Recessed Adjustable Downlights, Perimeter Wallwash Cove		X			X		X			X	Y
Elevator Lobby	15 – 20	X			Recessed Downlights, Perimeter Wallwash Cove							X			X	Y
Multi-purpose space	45	X			DMX High Wattage Trackhead, DMX RGB Color Changing Linear Optical Fixtures, Considerations for dynamic/tunable white	X	X			X	X	X	X		X	Y
Exhibit Hall D, E, F	80 (alone) 40 (open)	X			High Wattage LED High-Bay	X	X			X	X	X			X	Y
Meeting Rooms	30	X			Recessed Linear Luminaires in Linear Runs or 2x2 Patterning, Recessed Adjustable Accent Fixtures	X				X	X	X			X	Y
Prefunction	15 - 20	X			Recessed Downlights, Perimeter Cove Wallwash		X					X			X	Y
Prefunction, Multi-purpose space	15-20	X			DMX RGB Color Changing Linear Wide Distribution Fixtures, Column Mounted Asymmetric Uplight, Recessed wall mounted linear asymmetric floor light.		X					X	X		X	Y
Circulation Corridors	10 – 15	X			Recessed Downlights, Perimeter Cove Wallwash		X					X			X	Y

Office, Open	35	X			Recessed Linear Lens Downlights, Suspended Direct/Indirect, Recessed 2x2 or 1x4 Troffer	X						X			X	Y
Office, Private	30	X			Recessed Linear Lens Downlights, Recessed 2x2 or 1x4 Troffer	X	X		X			X			X	N
Green Room	25 75 (vert)	X			Recessed Linear Lens Downlights, Recessed Downlights, Sconces or Integrated Illuminated Mirrors, Considerations for dynamic/tunable white	X				X		X			X	
Kitchen	50 - 75	X			Recessed Troffers with High-Impact Acrylic Lens for Food Surface, Recessed Downlights	X				X		X		X		N
Public Restrooms/ Family Toilets	15 - 25	X			Perimeter High Performance Wallwash, Mirror Details, Recessed Downlights	X						X			X	Y
Stairs, Egress	10 - 15	X			Wall/Surface Linear Lens Luminaire	X						X		X		Y
Storage	10	X			Suspended Strip	X				X				X		N
Equipment, Electrical & Mechanical	20	X			Suspended Strip	X				X				X		Y
Vestibule	10 - 15	X			Recessed Downlights, Perimeter Cove Wallwash		X					X			X	Y
Exterior Balcony	1 – 3	X			Recessed Uplights, Integrated Illuminated Railing			X				X			X	Y
Exterior Façade		X			Linear Uplight Luminaires with Grazing Distribution			X				X			X	N
Exterior Entries	1 -3	X			Recessed Downlights			X				X			X	Y
Pico Boulevard – Pedestrian Drop-off and Vehicular Staging	ANSI/ IES RP-8-18	X			Surface/Pendant Cylinder Downlights, Linear Wall Wash or Grazing Luminaires			X				X			X	Y

Pico Boulevard – Pedestrian Circulation	ANSI/ IES RP-8-18	X			Surface/Pendant Cylinder Downlights, Linear Wall Wash or Grazing Luminaires, DMX Uplight in associated with Lobby Wayfinding Zones			X				X	X		X	Y
Pico Boulevard – Drive Lane	ANSI/ IES RP-8-18	X			Reference City Standards for luminaires and control system			X								

Table 3.7.8.5: Illuminance Lighting Illumination and Control Criteria

3.7.8.5.1 IT Room Lighting Requirements

a) Developer shall provide a minimum of thirty foot-candles of illumination on the vertical surfaces of the wall and rack mounted equipment when measured thirty-six inches (36") above finished floors.

b) LED lighting shall be required for all IT rooms. Developer shall align fixtures with circulation aisles and locate above overhead cable management.

c) Developer shall incorporate occupancy sensors in IT rooms to automatically trigger lighting to turn on when personnel enter.

d) Provide one (1) fixture within each IT room with a battery-operated ballast (or connection to the building emergency generator, if available), locate emergency fixture closest to the door.

e) Locate light switches near the door to the room. Dimmer switches shall not be permitted.

f) Lighting shall not be placed over equipment racks, cable trays, or runways so as to cast a shadow over the work area.

g) Luminaires should be located above the aisles and between cabinets. Lighting shall be 500 lux in the horizontal plane and 200 lux in the vertical plane, measured three feet (3') above the finished floor in the middle of all aisles between cabinets

3.7.8.6 Lighting Layers and Controls

3.7.8.6.1 Lighting Layers

a) Developer shall provide multiple lighting layers, including general room lighting and functional lighting as appropriate for room uses.

b) Functional layers include focus lighting, downlights, wall illumination, task lighting and similar.

c) Lighting layers shall be controlled through the lighting control system and individual occupant controls as required by room function.

3.7.8.6.2 Lighting Controls

a) Developer shall design and build the facilities to include the following lighting controls and in compliance with Title 24 energy requirements.

b) Developer shall provide an addressable and centralized network-based lighting control system that interconnects and networks standalone lighting components such as electronic dimmable or non-dimmable fixtures, photocell and occupancy sensors to provide a complete digital control system.

c) The control system shall be layered on top of these standard lighting components to integrate this equipment into a single network control system.

d) The system shall consist of host computer, networking control servers as required, addressable digital control devices, electronic LED drivers, low-voltage dimming and switching stations, wired or wireless occupancy sensors, daylight sensors, photocell sensors, partition sensors and interconnecting communication cables to all the control devices. The system shall include the following control options:

(i) Pre-programmed dimmable and scene control at selected times;

(ii) Override on/off/dim control via local low-voltage programmable button keypad devices;

(iii) Selective override on/off/dim control or change of time from host computer;

(iv) Automatic daylight harvesting in areas where code or architectural intent requires;

(v) Automatic/Manual on and automatic/manual off via occupancy /vacancy sensor and low voltage switch;

(vi) In rooms with shade control, Low-voltage keypad devices shall have the capability to control the luminaire only. Audio Visual system shall control window shades. Audio Visual systems shall integrate lighting and shade scene per preset;

(vii) Integration to the BMS via BACnet;

(viii) Integration with the AV control systems; and

(ix) Energy monitoring outputs for display.

3.7.8.6.3 Interface:

a) The control system shall offer two (2), separate levels of PC interface:

   (i) Personal lighting control for the average building occupant to control and adjust basic lighting functions in their workspace. Personal lighting control shall not include public building areas and shall be contingent on area type

   (ii) Central energy control for the lighting administrator to perform energy management, configuration maintenance, monitoring operations, and to provide support to building occupants; and

   (iii) In both cases, there shall be a graphic user interface utilizing Windows or HTML5 or approved equivalent.

b) In a daylight sensor equipped system, the control system shall rationalize changes to light levels when ambient (natural) light is available and shall maintain a steady light level when subjected to fluctuating ambient conditions. The control system shall utilize light level inputs from common and/or remote sensor locations to minimize the number of daylight sensors required. The control system shall operate with multiple users in harmony and not react adversely to manual override inputs. Daylight harvesting shall not impede lighting control and the ability to adjust light levels.

c) The control system shall be programmable for scheduling lights on, off or dim via the system software interface, to include:

   (i) Override: Manual adjustments and occupancy sensor detection shall temporarily override off status imposed by time clock schedule;

   (ii) Response to Power Failure: In the event of a power failure, the time clock shall execute schedules that would still be in progress had they begun during the power outage; and

   (iii) Flick Warning: Five minutes prior to a scheduled “lights off” event or expiry of a temporary override, the system shall provide two (2) short light level drops as a warning to the affected occupants.

d) I/O modules shall be centrally addressable, through the system software. To simplify installation and maintenance, the control system shall not require manual recording of addresses for commissioning or reconfiguration.

e) There shall be a mode, when activated through the system, that will immediately adjust specified lights to full light output and retain that level until the mode is deactivated. This setting shall override all other inputs. The control system shall interface with the building emergency monitoring system at a convenient point.

f) Maximum light level programmability shall be available.

g) The control system shall provide two (2) states when occupancy status is vacant as per occupancy sensors, which are either lights turn "off" or lights adjust to configurable light level.

h) The control system shall not isolate occupants by turning "off" lights that are still required for convenience and safety, such as a hallway path to exit the premises.

i) The control system shall operate independently of building's network infrastructure and shall not rely on user supplied PCs for operation. Network infrastructure shall only be utilized for personal control software. Manufacturer must provide software to facilitate communications. Manufacturer shall provide connection from the PC running energy management and lighting control software to the system communication bus.

j) Control systems firewall technology shall maintain network security.

k) An automatic load shedding mode shall be available where, when activated through the system, the control unit will reduce its output to a programmable maximum electrical demand load. The control system shall not shed more load than required and load shedding priority shall be centrally configurable by luminaire. The individual user shall retain the ability to override system light levels.

l) Prefabricated, quick connecting wiring shall be utilized.

m) Removal of covers, faceplates, ceiling tiles, etc. shall not be required.

3.7.8.6.4 System software:

a) The central control software shall be used to commission, configure and manage the lighting control system. It shall enable configuration of every system parameter in the building for each individual user or space and establishes the baseline settings for the following features:

   (i) Daylight harvesting.

   (ii) Occupancy control.

   (iii) Time scheduling.

   (iv) Task tuning.

   (v) Load shedding.

   (vi) The central control software shall utilize a floor plan base interface that permits a user to easily navigate between zones and floors of a building with "zoom in" and "zoom "out" capabilities. Navigation throughout the building shall be via a zone tree with each zone being labeled according to its use and location.

(vii) The system shall utilize advanced system features such as creation of zone hierarchies, overlapping and support zone definitions, user access rights, timeout settings for occupancy sensors, calibration of light levels for daylight harvesting and the settings of multiple configured time schedule profiles shall be controlled through this software.

(viii) Time scheduling of a control zone shall be configured through easy-to-use interface.

(ix) The central control software shall utilize a mapping interface to enable convenient "drag and drop" mapping (addressing) of all hardware devices connected to the system such as luminaires, sensors, relays, etc. Mapping shall link the physical location of a device to a defined zone and associated lighting functionality.

(x) No pre-assigned addresses shall be required upon installation of hardware devices.

b) Wall controllers:

(i) The controllers shall be configurable wall mounted devices that provide local on/off or dimming control over lighting zones.

(ii) Controllers shall be low-voltage and connect to the control system communication network via two (2) RJ45 connectors.

(iii) Each device shall be set-up and modified through the control systems software interface.

c) Zone controller:

(i) Software configurable controller that provides "on/off" switching for up to three (3) lighting zones, shall be utilized to "activate" or "de-activate" a lighting zone.

(ii) The zone status shall be indicated by an LED display.

(iii) Where lighting zones are controlled by a time schedule (rather than by occupancy sensors) the controller shall allow manual override of the time schedule by "re-activating" the zone about to be shutoff, for a programmable override period.

d) Dimming scene controller:

(i) The dimming controllers shall be three (3) scene, multiple zone and provide customized light level control in enclosed offices, conference rooms or other areas requiring dimming control.

(ii) The dimming controller shall enable manual dimming of light levels or the recall of customized preset lighting "scenes" by pushbutton control.

(iii) Scene configuration shall be changed either directly on the controller or via control systems software.

(iv) The dimming controller shall have a custom labeling feature that allows scene labels on the controller to be easily modified.

(v) Single zone dimming controller:

(vi) Single zone dimming controller shall provide local "on/off" and dimming control for enclosed offices or other smaller spaces, where multi-zone control is not required.

(vii) A short press of the upper or lower buttons turns lights "on" or "off," while a "press and hold" dims lighting up or down.

(viii) The zone status shall be indicated by an LED.

(ix) Where lighting zones are controlled by a time schedule (rather than by occupancy sensors) the controller shall allow for manual override of the time schedule by the press of the upper button to "re-activate" the zone about to be shutoff, for a programmable override period.

(x) The controller shall include an occupancy sensor interface for use with low-voltage sensors. A connection to the controller can be made directly from the sensor, thereby eliminating the need for an I/O module at the sensor.

e) Single zone time delay controller:

(i) The single zone time delay controller shall provide local "on/off" control for spaces difficult to cover with occupancy sensors such as mechanical, electrical, telecommunication, server and storage rooms, or where frequency of use is minimal.

(ii) A single or double or triple press of the upper button shall provide lighting for ten (10) or twenty (20) or thirty (30) minutes respectively.

(iii) A warning signal prior to shutoff shall be provided.

f) I/O modules:

(i) The universal I/O module shall provide an interface between lighting components.

g) Processor Controller:

(i) The controller shall collect, process and distribute lighting control data to and from the I/O modules, zone controllers and scene controllers, over the systems communication network.

(ii) The controller shall be the central intelligence point for the area that it controls, collecting signal information from sensors, zone controllers, scene controllers and personal control software and determining appropriate brightness levels of on/off status for each luminaire or zone.

(iii) Each controller shall have an Ethernet connection for communication with the buildings local area network to enable desktop personal control.

h) Support server:

(i) The database server for all data related to the control system shall store all system settings and parameters, including attributes for zones, luminaires, sensors, zone controllers and scene controllers. Additionally, it shall maintain multiple set-points, including those for light levels, time schedules, occupancy sensor timeouts and demand response of load shedding features.

(ii) The server shall log historical data regarding the system's operational and energy saving results.

(iii) The server shall provide the ability to remotely access a system in order to change system settings or configuration, analyze system performance or energy data or troubleshoot.

(iv) The server shall host the building automation system interfaces such as BACnet and Lonworks.

i) Relay panel:

(i) The addressable relay panels shall fully integrate with the addressable control system, consisting of individual relays, control module, power supplies, network connection interface, DIN rail supports and cabinet.

(ii) Cabinet: The Cabinet shall be a NEMA 1 enclosure sized to accept up to twenty-four (24) relays.

(iii) Cover: The cover shall be standard surface mount, hinged, lockable cover with windows for viewing relay status indicators. A wiring schedule directory card shall be affixed to the rear of the cover.

(iv) Interior: The interior shall include DIN rail supports for relays and circuit board back control module pre-wired to relays. Each relay shall be addressed as individual zone or as part of a larger zone and is controlled through the software.

(v) Control relays: The control relays shall be Heavy-duty momentary pulsed mechanically latching contactors. Operating voltage shall be 24 VAC; contacts shall be rated at 20 Amp at 120 or 277 VAC. They shall attach to the interior DIN rail support and pre-wire to circuit board.

(vi) Network connection: The relay panel shall include two (2) RJ45 ports.

j) Occupancy sensor:

(i) Occupancy sensors shall comply with the latest edition of the California Building Energy Efficiency Standards, California Building Code, Part 6 and be certified by the California Energy Commission. All sensors shall be listed in the most current directory of Certified Occupancy Sensing Devices or be on file with the CEC.

(ii) Occupancy sensors shall be appropriate for their application.

(iii) All sensors shall have an adjustable time delay for turning off lights and a sensitivity adjustment.

(iv) All sensors shall be wall or ceiling mounted and shall operate at low-voltage, maximum 24 VDC input.

(v) Ceiling mounted single-directional sensors:

(vi) Sensors shall have a minimum coverage of up to 900 sq ft.

(vii) Operation shall be automatic "ON" and automatic "OFF".

(viii) Sensors shall include time delay adjustment from thirty (30) seconds to thirty (30) minutes.

(ix) Sensors shall be suitable for use in small office areas.

k) Daylight sensor:

(i) The sensor shall measure light from any source in the visible spectrum within at least a 60 degrees cone.

3.7.9 Fire Protection and Life Safety Systems

3.7.9.1 Fire Protection Systems

a) Developer shall design, construct and install automatic wet pipe sprinkler system to protect the building addition and renovated building areas in accordance with the requirements of NFPA 13, the Los Angeles City Fire Code (LAFC), and other relevant regulations and standards.

b) The fire protection systems, identified in the table below, shall be used as required to address specific fire protection needs, or as required by the AHJ.

Table 3.7.9.1: Fire Protection

Fire Protection	
FP1	Base Building Sprinkler System
FP2	Preaction Sprinkler System
FP3	Base Building wet sprinkler system w/high temperature activation
FP4	Clean-agent fire extinguishing system
FP5	Foam Fire Extinguishing System
FP6	Wet Chemical Extinguishing System

c) The new fire protection systems and fire life safety systems shall be integrated with the existing fire protection systems through a holistic approach and shall encompass the required upgrade and repair works.

d) The existing fire water supply, fire water service piping and fire pump configuration shall be evaluated to verify they have the capacity to meet the new automatic standpipe and sprinkler, and other extinguishing systems water supply demand.

   (i) New pumps shall be included as required for compliance with the Codes and Standards.

e) Not used.

f) Developer is required to conduct a flow test on the existing hydrants to verify the required network capacity unless waived by the AHJ.

g) Developer shall assess the existing fire protection system within the concourse connector and remove if required by the Project and approved by LAFD.

3.7.9.2 Specific Fire Sprinkler Requirements

a) Developer shall provide combined class 1 standpipes and fire sprinkler risers in accordance with the Los Angeles City Building (LABC) and Fire Code requirements and NFPA 14, as amended by the Los Angeles City Fire Code (LAFC).

b) Fire department outlets shall be provided with locking Knox caps in areas accessible to the public as required by the LAFD.

c) An on-site secondary water supply shall also be provided for the building per the LAFC and LABC. The existing fire water tank shall be expanded to meet the water supply required in accordance with the LAFC. An on-site secondary water supply

shall also be provided for the building per the LAFC. The West Hall will require additional rework to satisfy the high-rise requirements listed in the LAFC.

d) Adapt new and existing storage tanks for access and use by LAFD.

e) Developer shall coordinate with the overall architectural design to ensure sprinkler layout addresses interferences and or obstructions requiring special protection, additional piping and heads, or drains. Sprinkler heads shall be placed, as far as possible, within the architectural grid or pattern of the design, and coordinate with the overall architecture of all spaces. Sprinklers shall be symmetrically placed, centered in ceiling tiles, and equidistant between lights, diffusers, and other elements. Sprinklers may be spaced closer than the maximum spacing allowed so that symmetry and even spacing are achieved.

f) Use of piping lighter than schedule 10 pipe is not permitted.

g) Developer shall design and install fire protection systems for earthquake protection as required for seismic zone and LABC and LAFC provisions.

h) Developer shall provide fire department hose inlet and roof outlet connections as required per LABC and LAFC requirements.

i) Developer shall provide all electrical signaling and alarm devices installed on the piping system furnished under this section and connected to the fire alarm system.

j) Developer shall paint all exposed fire sprinkler piping to match wall/ceiling paint color or as indicated in architectural requirements.

k) Developer shall coordinate routing of sprinkler piping with the other trades for the Project. Main piping runs shall be organized within utility zones where possible to ensure ease of access, renovation or alteration.

l) Developer shall identify valves and label piping in accordance with NFPA 13 and the LAFD. Install stickers applied to the fire sprinkler piping indicating the direction of flow. Typically, this is a sticker that says “Sprinkler” with an arrow.

m) Valves in the ceiling or interstitial space shall be located so they are easily accessible by ladder without removing the ceiling grid to access the valves.

n) The installation of the sprinkler system shall not be started until complete plans and specifications including water supply information have been reviewed by the AHJ. At various stages and upon completion, the system must be tested in the presence of the AHJ.

o) Fire Pump Test Loop: All fire pumps shall be provided with a test loop such that water can be delivered back to the storage tank (a water conservation measure). A test header is required need to be provided

3.7.9.3 Sprinklers

a) Developer shall provide high temperature sprinklers in all electrical rooms and other areas with elevated temperatures such as mechanical rooms.

b) Developer shall avoid running sprinklers and piping over electrical equipment and electrical panels. Developer shall use pre-action/dry systems or gas suppression systems for essential electrical rooms, switch room, and server rooms.

c) Developer shall provide recessed sprinklers in all restrooms, shower and locker rooms. Semi-recessed sprinkler heads are not permitted.

d) Developer shall provide sprinkler protection at exposed ceilings or in areas where they may be vulnerable to impact from activities in the area below.

e) Developer shall provide stainless steel or other corrosion resistant heads in all high humidity areas, such as shower rooms and locker rooms and in concealed locations.

f) Developer shall provide upright type sprinklers for exposed piping, or pendent type heads for concealed piping.

g) Developer shall provide sidewall sprinklers where required and where approved by the AHJ. Sidewall sprinklers shall be utilized for exterior protection to avoid the use of exposed pipe.

h) Developer shall utilize semi-recessed sprinklers for all ceilings with lay in acoustical tile ceiling and at plaster or gypsum board type ceilings.

i) Flush mounted concealed sprinklers shall be provided for public areas with ceilings (such as in pre-function spaces and meeting rooms).

j) Developer shall ensure that all fire sprinkler and escutcheons to match ceiling color.

k) Where fire sprinklers are located in rooms with surfaced mounted lights, Developer shall provide two (2) piece adjustable sprinkler escutcheon, with adjustment from one and seven-eighths inches (1-7/8") to three and one-eighth inches (3-1/8") below finished ceilings. Fire sprinkler drop nipple shall be mounted two and one-quarter inches (2-1/4") below the finished ceiling surface.

3.7.9.4 Fire Protection Specialties

a) Developer shall install drains on main rises and auxiliary drains at all low points in the system. Drains shall be plumbed to the exterior at a location approved by the AHJ.

b) One (1) Inspector's test drain shall be installed for each sprinkler system. Drains and inspector's test drains shall be at locations approved by the AHJ. Inspectors test

drains shall be located at a remote location from the riser to facilitate removal of air from the system.

c) Developer shall provide drain line to sanitary sewer standpipe and P-trap assembly. Drain valves shall be of the angle type. Main drains shall be run into the sanitary sewer. The drain shall be sized to accommodate the full flow of the main drain.

d) Hub drains are necessary at fire riser locations for adequate draining of sprinkler systems and annual testing.

e) Pipe drain valves to a floor sink or to the other receptors. Discharge shall be visible from sight drain fittings or open end drain pipe. Provide flushing connections at ends of all cross mains. Inspectors test valves and main drains shall not be run into floor sinks. Auxiliary drains may be run into floor sinks, but not drains requiring flow tests such as main drains and inspector's test valves.

f) For combined standpipe systems (Class I Standpipes combined with a wet fire sprinkler riser) Developer shall ensure the two (2) one half inch (½") fire department outlets that are accessible to the public shall be provided with Knox caps.

g) Sprinkler system risers shall not be located in custodial spaces or storage rooms.

h) Standpipe system and fire extinguisher shall be designed and installed in compliance with Los Angeles City Building Code and Fire Code. Location and concealment shall generally blend with the architectural layout of each area and meet all Codes and Standards requirements.

3.7.9.5 IT Room Fire Suppression Requirements

a) Server rooms and entrance facility (EF) and/or equipment rooms (ER) shall be provisioned with VESDA (very early smoke detection apparatus) type early warning fire detection system or similar. Fire suppression systems may include a dry pipe pre-action sprinkler system as an additional layer of protection. The final selection of fire suppression system shall be discussed and agreed with Owner.

b) Telecom Rooms (TRs) rooms shall have a standard fire sprinkler system (FP1).

c) All IT rooms shall be provided with automatic sprinkler protection.

d) Developer shall locate sprinklers at least twenty-four inches (24") above the top of the overhead cable management and provide cages to protect heads from accidental activation. Developer shall not locate sprinklers and pipes directly over the equipment racks. Sprinklers and pipes shall be placed and routed over the circulation aisles instead.

e) Developer shall provide smoke detection systems in every IT room.

f) Developer shall provide one (1) portable clean agent fire extinguisher, spaced per Los Angeles City Fire Code and, rated for Class A and Class C fires.

3.7.9.6 Fire Protection and Life Safety Alarm System

3.7.9.6.1 Fire Protection and Life Safety Systems Components

a) Developer shall design, construct and implement a fire protection and life safety system (a "Fire Alarm System") that includes, at a minimum, the following components:

   (i) Fire alarm control panel (FACP);

   (ii) Initiating devices;

   (iii) Fire alarm notification appliances;

   (iv) Mass notification devices;

   (v) Remote digital voice panel (RDVP);

   (vi) Fire alarm annunciater panels (FAAP); and

   (vii) Fire alarm auxiliary equipment control.

b) The new fire alarm system shall be fully integrated with the modernization that will be undertaken within the existing premises, addressing and resolving any compatibility, reliability and serviceability issues of ageing existing electronic devices.

3.7.9.6.2 Systems with Connections to the Fire Alarm System

a) The following systems, at a minimum, shall be connected to the fire alarm system:

   (i) Automatic extinguishing systems alarm system flow switches, valve monitors and post indicating valves;

   (ii) Elevator controllers for recall;

   (iii) Door hold-open/closure devices without integral smoke detectors;

   (iv) Fire barrier roll-down and shutters;

   (v) Fire/smoke dampers;

   (vi) Fire pump controller to monitor status;

   (vii) Air handling units

(viii) Duct mounted smoke detectors and programmable relays;

(ix) Gas detection systems or any hazardous materials monitoring systems; and

(x) Flow alarms to emergency showers.

3.7.9.6.3 General Requirements

a) The fire alarm system shall be a zoned, non-coded, addressable with voice evacuation network operating at 24 VDC on a closed circuit that is electronically supervised. Fire alarm shall be a Class B for initiating device circuits, Style 4 for signaling line circuits, and Style 17 for Network Signaling Line Circuits, Class B Style Y for notification device circuits. Fiber backbones shall be daisy chained in a loop to surrounding buildings and shall not be homerun to IT center. All connections shall be labeled.

b) The existing building shall be provided with fire alarm replacement throughout the entire existing LACC site during the Expansion Work. All equipment to match manufacturer of the existing projects being procured.

c) Developer shall connect such fire alarm system to the LACC Campus's Fire Alarm System.

d) The infrastructure shall include media fiber optic cabling and twisted pair to monitor and have voice communication. Backbone requirements for the fire alarm system shall be a minimum of 62.5 micron multimode cabling, as required by the AHJ. Terminate such cabling adjacent to the fire alarm panel. This connection shall require a continuous cable, meaning no patch panels and patch cords shall be permitted along its run. Fusion splicing is required. Only Fire Alarm can report on this network.

e) The building shall include a fire alarm system that includes an audible notification system that is compliant with a mass notification system throughout all areas. Such audible notification system may be speaker devices

f) The main fire alarm control panel shall be located in the new fire command center.

g) A zoning annunciator panel shall be provided in the fire command center.

h) The emergency voice/alarm communication and mass notification system shall include visual alarm notification devices.

i) The mass notifications and audible notifications shall be able to be originated locally (at each building or facility) and extend to other areas to alert occupants automatically.

j) Developer shall incorporate a mass notification system that works in conjunction with the fire alarm audible notification system.

k) Audible levels shall be designed for speech intelligibility and in compliance with Los Angeles City Building Code.

l) Pre-recorded or real-time captions mass notification announcements shall be from an approved location constantly attended by personnel trained to respond to an emergency.

m) The system shall require an amber strobe in addition to a white fire alarm strobe. Speaker, amber strobe and white strobe may all be incorporated into one (1) device.

n) White strobe fire alarms are not permitted within egress stairwells.

o) An amber strobe fire alarm shall be installed at every stairwell entrance and exit.

p) Activation of detectors in elevators lobbies, elevators shaft, elevator equipment or control room shall cause elevators to be recalled to the ground floor or alternate floor approved by the AHJ if ground floor detector alarm has been activated (or will cause elevator shunt trip as required by current codes).

q) All features of the fire alarm system and emergency voice communication mass notification system shall be compatible with the modernized fire alarm system in the LACC Campus, including firmware, network cards, etc.

r) The following shall be a supervisory signal:

   (i) duct detection,

   (ii) fire pump running, loss of fire pump power generator etc.

s) An annunciator panel shall be located at every building entrance. The location shall be approved by the AHJ.

t) Fire Alarm Control panels shall not be located in Telecom Rooms or EF/ER rooms.

3.7.9.7 Fire Command Center (FCC)

a) Developer shall provide a new fire command center to service the entire LACC Campus. The fire command center shall be constructed in accordance with the requirements of the Los Angeles City Building Code. The FCC shall include the following as a minimum:

   (i) The control unit for the emergency voice communication mass notification system;

   (ii) Radios and radio coverage for LAFD

   (iii) Fire Alarm Control panel;

(iv) Elevator annunciator unit;

(v) AHU status indicators;

(vi) Smoke control panel;

(vii) Sprinkler display panel;

(viii) Building power status indicator;

(ix) Telephone system;

(x) Fire pump Status;

(xi) Public address system access; and

(xii) Building plans and worktable;

b) The Fire Command Center is to be on standby power distribution.

3.7.10 Mass Notification Requirements

3.7.10.1 General Requirements

a) The mass notification system shall include the following:

(i) The building shall be provided with a voice notification system throughout in accordance with NFPA 72.

(ii) The building shall be provided with visible notification throughout in accordance with NFPA 72.

(iii) The system shall be capable of reproducing prerecorded, synthesized, and live messages with voice intelligibility.

(iv) Meeting rooms, exhibit halls, new public concourses, foyers, pre-function spaces and circulation spaces shall be provided with an event PA system as described in the site-wide event public address systems under audiovisual systems, and separate mass notification (physically separate speakers).

(v) Fire alarm system shall trigger mute of event PA amplifiers in event of emergency.

(vi) The system shall provide Layer 1 (in-building emergency communication system) and Layer 2 (wide area MNS) in accordance with NFPA 72, including the ability to send digital and voice messages through the landline telephone system, and the ability to send visual and textual messages to monitors located

in operational staff areas, and other areas as identified in any risk assessment performed by Developer.

(vii) The system design shall be based on a risk analysis and assessment by a third party in collaboration with the AHJ with consideration of each building's use and risks, as well as any exterior spaces such as parking lots, outdoor assembly areas, etc. Prior to system design, the risk analysis must be reviewed and approved by the AHJ and public safety.

(viii) The system shall allow activation of all features and services from all control points with the capabilities of issuing an individual building message or simultaneously delivering a campus-wide message (Layer 1 and Layer 2 simultaneously) for the existing and new portions of the LACC Campus.

(ix) The removal of existing wide area MNS blue lights must be approved by the AHJ and public safety

(x) The AHJ shall approve the sequence of operation for the MNS prior to final design.

(xi) Not used.

(xii) The existing PA system shall be provided with emergency power.

3.7.10.2 Room Specific Requirements

a) Developer's design shall include the following public address systems as indicated and agreed with Owner via Developer's design submittal process (as set out in **Appendix 2 (Submittals)**.

Table 3.7.9.2: Mass Notification

Mass Notification	
PA1	**General Public:** Provide a public address system which shall be designed to be heard clearly in all areas of the Facility. System shall include input and mixer rack, amplifier, distribution wiring and speakers. All exposed elements shall be weatherproof. Input devices (microphones, music decks, etc., are owner provided). Input location shall be coordinated with the overall design and Owner.
PA2	**General Public and Starter System:** Provide a public address system which shall be designed to be heard clearly in all areas of the Facility. System shall include input and mixer rack, amplifier, distribution wiring and speakers. All exposed elements shall be weatherproof. Input devices (microphones, music decks, etc., are owner provided). Input location shall be coordinated with the overall design and Owner. Starter PA System: Provide a starter PA system separate from the general public address system. Starter PA system shall be designed specifically to provide clear and simultaneous instructions at each of the starting platforms.
PA3	None

3.7.11 Security Systems and Infrastructure

3.7.11.1 General Requirements

a) Developer shall provide security systems and infrastructure in a manner that adheres to the methodology at the Existing Facility, security system sketches and the requirements set forth in this Section. Room specific requirements shall be identified and agreed with Owner via Developer's design submittal process (as set out in **Appendix 2 (Submittals)**.

3.7.11.2 Physical Security Measures

a) Developer shall provide the capability to temporarily close Pico Blvd. and deny vehicle access under the facility. Solutions shall include a means to allow authorized vehicles to travel in/out of the secured area when needed, while still securing the area.

b) Developer shall eliminate or enhance spaces or conditions that may attract criminal activity (i.e., no dark public spaces hidden from view, etc.).

c) Developer shall design air intakes in a manner that deter/prevent tampering.

d) Developer shall provide the capability to control and/or monitor existing perimeter stairs which access the loading dock.

e) Developer shall provide anti-vehicle bollards at vehicle ramps.

3.7.11.3 Electronic Security Measures

a) Developer shall provide electronic security measures in a manner that adheres to the methodology at the Existing Facility and the following requirements:

3.7.11.3.1 Overview

a) The security requirements shall generally include the following integrated into the existing security system:

   (i) Video Management System (VMS);

   (ii) Electronic access control (EAC);

   (iii) Intercom; and

   (iv) Intrusion Detection system.

b) The LACC will be upgrading the existing video management system (VMS) to enable the addition of the new devices. The upgraded security system shall maintain

the over-arching control, monitoring and administration of a number of security sub-systems implemented throughout the site, including the:

(i) VMS sub-system;

(ii) EAC sub-system;

(iii) Intercom sub-system; and

(iv) Intrusion Detection alarm sub-system (IAS).

c) The system and or devices shall be supplied with all equipment, hardware, software, cabling and ancillary services as required to provide an integrated system complete and functional in all respects.

d) The system shall provide a means to control access through nominated doors by checking the access privileges stored in intelligent field controllers for access control tokens presented at such readers.

e) The system shall provide access control in the new passenger elevators and the new freight elevators enabling the access of each cardholder to have access to any combination of floors over specified time periods. The interface to the elevator manufacturer's equipment shall be by a high-level interface.

f) New IP-based cameras shall be connected to the (upgraded) system and shall be able to display live footage from any area. All cameras connected to the system shall utilize the common ISMS network and communications cabling infrastructure, to provide footage from any desired area within the system. Footage shall be available on demand, and it shall be possible to initiate the image transmission from system wide events, time initiation or scheduling, or manual requests from system operators.

g) All system communications must be totally integrated on the existing network. Connection to the new security control panels shall be achieved using Ethernet cabling.

h) All new digital cameras shall be compatible with the existing / upgraded VMS.

i) The system shall report all events to the operator(s) as configured and shall produce and maintain a log of all system events, alarms and operator actions. The system shall provide a means for an operator to extract information relative to the event log and system configuration and produce this information in the form of printed reports, screen displays.

3.7.11.3.2 Maintainability

a) The electronic system shall be designed to allow maintenance activity to all equipment. Special attention shall be given to ensure the serviceability of all

concealed equipment. The system shall have distributed logic and equipment termination facilities on a functional area basis to allow disabling of minimum services during maintenance.

b) The VMS system shall be designed such that in the event of maintenance works, the main system and all unaffected areas shall remain fully operational. Individual "duty" and "redundant" system backbone cabling shall be provided to each network hub for each functional area.

3.7.11.3.3 Flexibility

a) The system shall be constructed to allow flexibility for future expansion. These shall include the following provisions:

   (i) Network ports for twenty percent (20%) future network cameras;

   (ii) Twenty percent (20%) spare hard drive space within network storage managers; and

   (iii) Bandwidth capacity for future expansion.

3.7.11.4 Electronic Access Control (EAC) System

a) The electronic access control system for the Project shall consist of intelligent field panels and field devices connected to an existing central security server and database via the facility data network. The panels and server work in conjunction to monitor system inputs, control outputs, and make access decisions based on logical access rules and criteria.

b) The Existing Facility currently has a mixture of proximity and multi-technology (HID iClass smartcard/proximity) card readers. The addition shall follow suit in using multi-technology readers.

c) Card readers are anticipated for the following spaces:

   (i) Transitions from public to back of house space;

   (ii) Employee entrances;

   (iii) Secure offices;

   (iv) Telecom entrance facility (EF);

   (v) Telecom equipment room (ER);

   (vi) Telecom rooms (TR's)

(vii) Select exterior doors to exhibit halls;

(viii) Meeting rooms;

(ix) Critical utilities (electrical and mechanical);

(x) Restricted storage;

(xi) Secure elevators;

(xii) Catwalk access doors; and

(xiii) Roof access;

(xiv) Remote control (locking and unlocking) is required at the following locations:

(xv) All public perimeter doors; and

(xvi) Overhead doors.

d) Mechanical Override:

(i) ACAMS electronic locks shall have a manual override feature that allows for access in the event of ACAMS downtime due to extended power outages or other system failures.

(ii) Fire alarm mode override for all electronic locks that form part of a required egress path.

(iii) Card reader doors must be keyed to Owner's master key system. Only a high-level master shall have the capability to unlock card reader doors.

(iv) All doors shall have mechanical lock mechanisms, unless doors are exit only portals where no exterior trim exists.

(v) Locked doors must be keyed to Owner's master key system.

e) Rated Doors and Frames:

(i) Developer shall install factory prepared fire rated assemblies for security devices by the manufacturer prior to installation. Factory-prepared doors shall be ready for electrified locks via a transfer hinge and a factory-prepped cored chase for wiring to the lock. No modifications to door or frame shall be allowed.

3.7.11.5 Intrusion Detection System (IDS)

a) Building perimeter openings and other restricted facility spaces shall be equipped with security alarm sensors and monitored by a 24-hour operation (facility security operations center). Security alarm monitoring for the Project shall be

accommodated via an expansion of the Existing Facility electronic access control system. Sensor type and anticipated locations are as follows:

b) Door position switches that monitor intrusion or unauthorized propping of doors shall be installed at:

(i) Perimeter doors;

(ii) Electronic access control doors;

(iii) Exhibit hall doors;

(iv) Critical utility areas;

(v) Meetings rooms;

(vi) Fire stair doors (internal and external);

(vii) Existing perimeter stairs to loading dock;

(viii) Roof access hatches;

(ix) Safes or valuable storage;

(x) Catwalk access doors; and

(xi) AED cabinets.

(xii) Intrusion Sensors – Motion detectors, glass break sensors, and a variety of other security sensors that monitor intrusion. Intrusion sensors must be installed at

(xiii) Automatic external defibrillators (AEDs) tamper; and

(xiv) Not used.

(xv) Knox Boxes

(xvi) Duress Alarms – Devices that can be activated by a person in need of immediate assistance. An activated alarm summons immediate help because of an adverse or life-threatening emergency. Duress alarms shall be installed in:

(xvii) Cash handling areas/money rooms; and

(xviii) Areas of employee/public interaction.

3.7.11.6 Video Surveillance System (VSS)

a) Developer shall expand the existing video surveillance system (VSS) shall be expanded to accommodate the scope of the Project. The existing system uses IP cameras communicating via facility data network to digital video recorders archiving thirty days of video. The Project shall follow suit utilizing fixed single-sensor, fixed multi-sensor and PTZ IP cameras with minimum resolution of eight megapixel HD.

b) Storage capacity shall reach a minimum of thirty (30) days at twenty-five (25) frames per second, similar to the Existing Facility.

c) Level of surveillance will be as defined by these Technical Requirements, and the preliminary security system sketches.

d) Anticipated VSS camera coverage includes:

   (i) Critical areas in and around the Site to allow for situational awareness of the area surrounding LACC;

   (ii) Pico Blvd. overpass;

   (iii) Critical Building perimeter areas;

   (iv) Pedestrian entrances and exits;

   (v) Fire exits;

   (vi) Secure elevators;

   (vii) Lobby/public/circulation areas;

   (viii) Exhibit halls;

   (ix) Back of house;

   (x) Multi-purpose space; and

   (xi) Cash handling areas;

e) Developer shall procure and install video monitoring in accordance with the CCTV Submittal to provide comprehensive video surveillance. The locations and positioning of the video surveillance cameras shall be determined in consultation with Owner during the design review process and be captured in the CCTV Submittal.

f) The VSS shall be capable of monitoring activity specific to the function of the LACC. The VSS and components shall be designed in accordance with the requirements of the AHJ and shall consist of a number of fixed and maneuverable (pan, tilt, zoom

etc.) camera footage shall be displayed to workstations and monitors in the security control center, system shall allow for remote monitoring.

g) The system shall include:

(i) Developer shall ensure compatibility with Owner existing and/or Owner upgraded VSS;

(ii) Integration with Owner supplied CCTV cameras; and

(iii) Network infrastructure.

h) CCTV cameras shall provide viewing of areas defined by the CCTV Submittal.

(i) The cameras shall be designed to achieve the configurations defined by the AHJ and within these Technical Requirements. The size of an object, or target, on the CCTV monitor screen shall have a direct relationship to the operator task being performed, e.g., identification, recognition, detection or general monitoring. The minimum size of a person, at a nominal height of 5' 2", on the operators monitor should be as follows:

1. Facial Identification (FI) – the entire target person shall represent not less than one hundred percent (100%) of the screen height (equates to four hundred (400) vertical TV lines of resolution for IP CCTV systems)

2. Facial Recognition (FR) – the entire target person shall represent not less than fifty percent (50%) of the screen height (equates to two hundred (200) vertical TV lines for IP systems)

3. Intrusion Detection (ID) – the entire target person shall represent not less than ten percent (10%) of the screen height (equates to forty (40) vertical TV lines for IP systems)

4. Crowd Control (CC) – the entire target person shall represent not less than five percent (5%) of the screen height (equates to twenty (20) vertical TV lines for IP systems)

5. Vehicle Number Plate Recognition (NPR) – the license plate characters shall be not less than five percent (5%) of the screen height (twenty (20) vertical TV lines for IP systems)

i) Developer shall be responsible for assigning the operator task associated and the correct level of detail for each camera for approval during the security stakeholder workshops.

3.7.11.7 Video Management System (VMS)

a) Local IP-based network cameras shall communicate with the rack-mounted network video recorder (NVR) server(s).

b) All new cameras shall be compatible with Existing Facilities.

c) All installed NVRs shall allow for twenty-five percent (25%) VMS growth for future camera connections.

d) NVRs shall be programmed to record at the rates defined by the SRA based on the camera selection and surveillance purpose using H.264 compression.

e) Developer shall provide wall mounted CCTV monitors with forty-six inch (46") LCD flat panel displays and 1920 x 1080p full HD resolution in the security / operations office.

f) PoE switches/ports required for video surveillance system cameras shall be provided.

g) Video storage of thirty (30) days shall be required for all new cameras, based on continuous motion (25 frames per second, twenty-four (24)-hour, seven (7) days a week) recording.

3.7.11.8 CCTV Cameras

a) Refer to Section 3.7.14.5.4 Horizontal Cabling for horizontal cabling requirements for IP cameras.

b) Developer shall coordinate with Owner for the locations and mounting options for all cameras.

c) All new CCTV cameras shall have a minimum of eight (8)-megapixel, high-definition quality color cameras with zoom capability minimum resolution of 1920x1080 and be vandal resistant.

d) PTZ cameras shall be required in high occupancy areas.

e) All cameras shall be suitable for low light environments augmented by ambient lighting. For locations that have low ambient light or no ambient lighting, cameras shall have integrated infrared lighting.

f) All new cameras shall be IP based.

g) All outdoor cameras shall have an appropriate ingress/thermal protection rated housing to withstand the environment.

h) Cameras shall be able to operate using power from the mains supply or power-over the Ethernet (PoE).

3.7.11.9 Security Communication System

a) Developer shall install a communication device system that connects to Owner's PBX system for dial-up connection in accordance with Section 3.3.4.7 Duress Alarm of these Technical Requirements.

3.7.11.10 CCTV Network Attached Storage Manager

a) Developer shall ensure compatibility and integration with the Owner existing/upgraded (upgrade by Owner) network video storage managers (NSMs). The upgraded NSMs shall be utilized to cater for the project requirements.

b) The upgraded network storage shall have capacity to store all recordings at high resolution (8 megapixel), no compression at 25 fps for thirty-one (31) days with simultaneous 4 Mbps playback in accordance with client requirements. Each NSM should utilize RAID-6 redundancy and have a minimum of four (4) removable hard disks and an additional four (4) spare removable disks shall be provided.

c) Once recorded it shall not be possible to alter or tamper with the video images or audio, ensuring continuity and audit capability for evidentiary purposes. It shall be possible to export the recordings to optical media such as DVD for archiving purposes. Archived recordings shall include a watermark and a digital signature.

d) The NSMs should automatically manage the available disk space using policies defined by the administrator. The NSMs should have built in passwords that prevent access by unauthorized users.

e) Each NSM shall have fully redundant power supplies, fully redundant network connections, and a RAID-6 disk array.

f) NSMs must be compatible with the CCTV cameras and any proprietary coding used by camera manufacturers.

   (i) In addition to the above requirements, the NSM shall be capable of:

   (ii) Recording and storing digital video footage from any supported camera in any resolution using H.264, MPEG-4, MPEG-2, MJPEG and JPEG-2000;

   (iii) Multiple concurrent recording, live monitoring and playback of archived video simultaneously;

   (iv) Bandwidth managed from 8 Kbits/s to 20 Mbits/s per camera;

   (v) Multi-streaming up to thirty-two (32) streams per camera;

(vi) Applying a proprietary watermark which would make any tampering with video images evident, while not blocking any detail within the video images;

(vii) Configuring different retention periods for each attached camera;

(viii) Manual, scheduled, alarm-based, motion-based and event-based recording. The recording trigger should be embedded in the video clip file's metadata;

(ix) Secure remote access;

(x) PTZ camera controls;

(xi) Interactive maps to control the system;

(xii) Pre-event/post event recording;

(xiii) Password locking video clips that are to be stored indefinitely;

(xiv) Preventing disk fragmentation;

(xv) Password protected export;

(xvi) Failover and redundancy; and

(xvii) Failover and redundant archiving (hot-standby to minimize downtime).

3.7.11.10.1 Camera Field of View

a) Camera field of view drawings and schedule are to be produced by the designer and shall be developed by Developer and submitted for approval by Owner. Each camera shall have a unique identifier with a clear description of the required field of view.

b) A camera's positioning should not make it openly vulnerable to human, structural or natural/ambient harm. Camera positioning should not obstruct the required field of view or degrade video images, so as to allow the following levels of identification as required by Owner:

(i) Facial features;

(ii) License plate characters;

(iii) Items of upper and lower body clothing; and

(iv) External assets.

3.7.11.11 Emergency Call Box (ECB) System

a) Developer shall provide emergency call box systems that provide two-way communication between remote points within a facility. This allows security staff to address and quickly resolve requests for assistance. The existing emergency call box system shall be expanded to accommodate the scope of the Expansion Work.

b) Anticipated locations for emergency call boxes include:

   (i) Critical areas of the Site;

   (ii) Bus drop-off; and

   (iii) Parking areas.

3.7.11.12 Security Sub-System Integration

a) The security sub-systems described herein shall be integrated with one another to provide a more intuitive user interface whereby events on one system cause actions on another. For example, an intrusion alarm would cause the video system to call up an associated camera view for further investigation. This type of integration allows monitoring staff to manage larger systems with fewer personnel.

3.7.11.13 Security Screening

a) Developer shall provide appropriate infrastructure at the two main Atrium Lobby entrances and the new North Lobby entrance for implementation of magnetometers at times of Owner's choosing.

3.7.11.14 Security System Power

a) Security system 120VAC power requirements will be mostly centralized in ER/TR rooms and distributed low voltage and/or POE (Power Over Ethernet) from these locations. Requirements at these locations include hard wired 120VAC emergency and non-emergency circuits.

3.7.11.15 Security Wiring and Conduit

a) Security systems shall communicate via the converged data backbone via a separate VLAN.

b) All security wiring shall be home run to the associated security panel located in the respective Telecommunication Room. Pathway routes typically require coordination with other building services (electrical, mechanical, plumbing, etc.) to assure proper clearances and accessibility.

c) Security cabling shall not be exposed. It shall be routed in protective conduit, sleeves, or other secure containment where required by Codes and Standards, or where subject to damage, tampering or vandalism. In secure areas above accessible ceilings, where cabling is not at risk, J-hooks or basket trays in lieu of conduit.

d) The horizontal cable distribution pathways shall be sized and planned to accommodate cable changes, as well as minimize occupant disruption when such pathways and spaces are accessed.

e) The security pathway system shall be coordinated with the electrical distribution system in order to maintain separation from motors or transformers, separation between parallel runs of telecommunications and electrical cabling, and separation from fluorescent lights.

3.7.11.16 System Headend Equipment

a) Security system headend equipment is currently located in the Existing Facility server room. Location of additional headend components shall be coordinated with Owner.

b) Security panels, power supplies, etc. shall be located in telecom rooms (TRs).

3.7.11.17 System Monitoring

a) The access control, intrusion detection, video surveillance and intercom systems will be monitored from the existing centralized security operations center.

b) Developer shall provide infrastructure to support an alternative mobile command location for medics/first aid/security.

3.7.11.18 System Growth and Expansion

a) The systems shall be constructed to allow flexibility for future expansion. These shall include the following provisions:

(i) Network ports for twenty percent (20%) future cameras;

(ii) All conduit fill ratios to follow industry standards for future expansion;

(iii) Twenty percent (20%) spare hard drive space within servers; and

(iv) Bandwidth capacity for future expansion.

3.7.11.18.1 ACAMS Controllers and Power Supplies

a) The ACAMS field devices shall communicate to local, wall-mounted controllers. The local ACAMS controllers shall reside in the building's ER/Telecommunication Room . The ACAMS controllers, equipment enclosures, and power supplies typically require five (5) feet of wall space with two (2) feet of clearance.

3.7.11.18.2 Card Access and Monitored Doors

a) Access-controlled doors shall incorporate the use of proximity card readers, recessed door contacts in the header or top mullion, request-to-exit sensors, and electronic locking hardware.

b) The following locations shall be monitored through the access control system:

   (i) Knox Boxes;

   (ii) emergency/exit only doors; and

   (iii) loading dock doors and gates.

c) All secondary, non-celebrated perimeter entrances shall require remote locking and unlocking functions.

3.7.11.18.3 Duress Buttons

a) Duress alarms shall be located at areas as identified and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

3.7.11.19 Doors and Hardware

a) All exterior doors shall conform to the following ADA interface requirements:

   (i) Developer shall provide access to Users with disabilities, and as such, shall implement measures beyond the minimum requirements set forth by applicable Law.

   (ii) Auto-operators shall be required at all major entries to the facility.

   (iii) Auto-operators shall be furnished with three-position rocker switches: on / off / hold open.

   (iv) Interlock the power assist's push plate actuators with the ACAMS platform when access control is required such that interior push plates unlock the door before swinging the door open. Exterior push plate actuators shall not trigger the operator unless the door is in an unlocked state.

(v) Developer may elect to use automatic sliding doors with motions sensors, instead of push plate actuators. The automatic sliding doors' locking mechanism and motion sensors shall interface with the ACAMS platform.

b) Mechanical Override:

(i) ACAMS electronic locks shall have a manual override feature that allows for access in the event of ACAMS downtime due to extended power outages or other system failures.

(ii) Fire alarm mode overrides all electronic locks that form part of a required egress path.

(iii) Card reader doors must be keyed to Owner's master key system. Only a high-level master shall have the capability to unlock card reader doors.

(iv) All doors shall have mechanical lock mechanisms, unless doors are exit only portals where no exterior trim exists.

(v) Locked doors must be keyed to Owner's master key system.

c) Rated Doors and Frames:

(i) Install factory prepared fire rated assemblies for security devices by the manufacturer prior to installation. Factory-prepared doors shall be ready for electrified locks via a transfer hinge and a factory-prepped cored chase for wiring to the lock. No modifications to door or frame shall be allowed.

(ii) The color of security devices on walls and ceilings shall be coordinated to best match the mounting surface finish. Devices shall not stand out. This applies to security field devices such as card readers, request-to-exit sensors, contacts, glass break sensors, and camera housings.

3.7.11.20 Specific Room Requirements

3.7.11.20.1 IT Room Physical Security Requirements

a) Provide door hardware for each IT room allowing the doors to be locked and keyed separately from doors of non-IT spaces. IT Room doors shall have fail-secure electronic hardware such as electronic mortise locks to allow entry by means of card reader access.

b) Provide a card reader, door contact, and request-to-exit switch.

c) Add fixed HD CCTV cameras within ER rooms to cover room entrance (in/out) entrance and between each rack row with opposing views.

3.7.12 Emergency Responder Radio Communications System (ERRCS)

a) Developer shall provide an Emergency Responder Radio Communications System (ERRCS) coverage for all facilities in accordance with CFC section 510.

b) The ERRCS shall be provided by installation of an amplified distributed antenna system, bi-directional amplifier, or other acceptable signal amplification technology approved by code or by the AHJ.

3.7.13 Cellular Telecommunications Distributed Antenna System (DAS)

a) Developer shall provide suitable locations for the installation of a Cellular Distributed Antennae System (DAS), by up to four (4) carriers.

b) Developer shall liaise with the lead carrier to develop the overall design requirements for the DAS to support the work Site.

c) Developer shall provide at each carrier head end location;

(i) An accessible indoor space for mounting carrier equipment including;

(ii) Ventilation;

(iii) Floor space for cabinets;

(iv) Clear vertical surface(s);

(v) Power provisions as required by the carrier; and

(vi) Conduit and/or cable trays to provide cable pathways from the head end equipment to the multiple antennae locations identified by the carrier.

3.7.14 Information and Communications Technology (ICT) Systems

3.7.14.1 General Requirements

Developer shall be responsible for the provision of all systems, infrastructure and sundries required for fully operational systems as described in this Section:

a) Developer shall design and install IT and communications systems in accordance with the requirements of this Section 3.7.14 Information and Communications Technology (ICT) Systems.

b) The IT systems for an area shall allow for seamless integration with the existing facility and meet requirements of this Section 3.7.14 Information and Communications Technology (ICT) Systems. Equipment shall be identified and agreed via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**.

c) The IT systems for the Project include, but are not limited to, the design, construction, and commissioning, of the following systems

(i) Passive IT (ITI)

1. Existing service provider lead-in cabling connectivity to be retained. All new building infrastructure cabling to be cabled to a demarcation point where each service can be isolated for independent testing.

2. IT rooms such as: entrance facility (EF), equipment room (ER), telecommunications room), network operations center (NOC), security operations center (SOC) and AV control room(s).

3. Structured cabling systems including all backbone and horizontal cabling, cabinets/racks and accessories, and patch cables.

4. Cable containment systems such as cable trays, ladder racking, J - Hooks, conduits, sleeves, and innerducts. In areas above accessible ceilings where cabling is not subject to damage, J- Hooks or basket tray may be used in lieu of conduit.

5. Equipment cabinets and racks with required accessories.

6. Telecommunications grounding system.

(ii) Active IT (ITS) by LACC/Owner/Client

1. Wired and wireless LAN.

2. Computing services including network switches and routers, servers, network storage, appliances and related active kit.

3. Unified Communications Services .

(iii) Active IT (ITS) by Developer

1. Cell DAS.

2. Emergency responder radio communications system (ERRCS).

(iv) All other ICT related services required to support building services connectivity.

d) Location of IT system hardware, devices and controllers shall be coordinated with Owner.

e) Developer shall be responsible for coordinating and facilitating the interfaces between IT systems and building systems, including the following:

(i) BMS specified under Section 3.7.5 Building Management System (BMS) of the Technical Requirements;

(ii) Lighting control systems specified under Section 3.7.8 Lighting Systems of the Technical Requirements;

(iii) Security Systems specified under Section 3.7.11 Security Systems and Infrastructure of the Technical Requirements; and

(iv) AV systems specification under Section 3.7.15 Audiovisual Systems of the Technical Requirements.

3.7.14.2 Existing Conditions and General Requirements

a) When installing new IT systems, Developer shall allow extending and integrating with the existing passive and active IT systems.

b) Developer shall inspect and clearly document the overall operation of the existing IT systems to enable accurate design of interfacing requirements into the new areas.

c) Where existing IT system equipment is located in areas to be demolished or impacted by construction, Developer shall identify these to Owner for review and develop a staging methodology to enable continued operation of these systems where required.

d) Any existing IT system equipment that Developer determines is no longer required as part of the enabling works shall be catalogued and presented for review by Owner. If Owner wishes to keep such equipment, Developer shall clean and return such equipment to Owner. Otherwise, Developer shall dispose of the equipment in an environmentally friendly manner such as e-waste recycling.

e) Developer shall coordinate the works required to maintain the existing RF based communications systems including two-way radio and DAS.

3.7.14.3 General IT Rooms

a) Developer shall design IT rooms so that adequate space is programmed and allocated for proper IT operations, lighting, cooling and ergonomic requirements, including the following spaces:

(i) Entrance Facility (EF) – This room shall contain the point of entry (POE) to the facility.

1. Carrier/service provider cables shall enter the facility within this room and present at the determined demarcation point.

2. The demarcation point is where outside cable shall be presented for connection to LACC infrastructure.

3. This shall provide a point of isolation for testing of in-house and third-party systems independent of each other.

(ii) Equipment Room (ER) – This room shall house servers, IT system head end equipment, network switches, routers, firewalls, and ancillary gear.

(iii) Telecommunications Room) – These rooms shall house primarily network edge switches to serve work area outlets (WAO) and other data outlets throughout the facility.

(iv) Network operations center (NOC).

(v) Security operations center (SOC).

3.7.14.3.1 IT Working Group

a) Developer shall chair regular IT working group meetings with the relevant stakeholders, user groups and Owner for the Project. The purpose of this IT working group is to:

(i) Develop the scope of works for the IT systems for the Project including any required IT policies;

(ii) Develop the passive (ITI) and active IT system (ITS) designs;

(iii) Update Owner on the status of the IT System design at key Project milestones;

(iv) Coordinate:

1. Integration requirements between the various User groups;

2. Installation of IT system equipment in logical stages supporting the overall timeline of the Project; and

3. The Project IT system scope with parallel Owner IT system projects;

(v) Provide regular updates on the Project program and key gates;

(vi) Develop of staging methodologies for enabling, temporary and commissioning works; and

(vii) Inform Owner of the IT system package progress including identifying potential risks and mitigation strategies.

b) The IT working groups shall include representatives from the following:

(i) Developer and required Subcontractors;

(ii) Owner and required Subcontractors;

(iii) Smart City;

(iv) Operator and required Subcontractors; and

(v) Others as required.

c) All meetings shall be clearly minuted by Developer with required actions and due dates nominated to the relevant stakeholder.

3.7.14.3.2 IT Policy

a) Where Developer deems the existing Owner policies is missing or lack sufficient detail, Developer may propose amendments to the policy for review and approval by Owner.

b) Where existing Owner IT policies do not exist for the IT subsystems being designed, Developer shall develop an IT policy for the associated sub-system in conjunction with Owner.

3.7.14.3.3 IT Risk Assessment

a) Developer shall undertake an IT risk assessment in conjunction with Owner

b) The IT risk assessment shall:

(i) Clearly document all existing and new IT systems risks at the LACC;

(ii) Be aligned with Owner's business continuity strategy; and

(iii) Be a live document and regularly reviewed and updated throughout the Project.

3.7.14.3.4 IT Procurement Strategy

a) During the construction phase of the Project, Developer shall review all Group 1 active IT systems prior to procurement to confirm if newer models are available. If newer models are available at the time of procurement, Developer shall notify Owner for review and direction.

b) All Group 1 active IT systems equipment shall be:

(i) Submitted to Owner for review prior to procurement;

(ii) Of the same manufacturer as the existing Owner equipment, generally matching the existing model type unless:

1. A newer model is available; or

2. It has been nominated as end of sale / end of engineering support.

c) Developer shall provide all warranties, licenses, and system / software maintenance subscriptions in:

(i) Line with the expected design life of the equipment; and

(ii) The name of Owner (or transferrable to).

3.7.14.3.5 IT Rooms Location Requirements

a) Developer shall locate the required IT rooms as follows:

(i) Servicing data outlets on the floor on which it is located on. Where servicing across floors is required, Developer shall submit this proposal to Owner for review.

(ii) Within the following distances from the data outlet served taking into consideration derating factors such as PoE, ambient temperature, and containment system:

1. Designed length off the plan based on the expected cable pathway - two hundred and thirty (230) feet; and

2. Installed length - two hundred and seventy-five (275) feet.

(iii) In locations minimizing exposure to potential sources of electromagnetic interference. Where it cannot be provided, Developer shall provide clear advice on whether shielding is required to the IT rooms to maintain system performance.

b) Developer shall allow for the following in the IT rooms:

(i) Equipment required to support the IT systems, including provision for future expansion;

(ii) Installation of other builder services related to IT systems such as DAS, BMS, and security;

(iii) Sufficient clear space around the front and rear of the provided cabinets for servicing and safe access;

(iv) Building services support including:

1. Power (including UPS);

2. Cooling;
3. Access control; and
4. Fire monitoring protection;

3.7.14.3.6 IT Rooms Architectural Requirements

a) Each ER shall be sized appropriately to provide space for the scheduled equipment, racks and cabinets, panels, pathways, ladder rack, cable basket tray supporting MEP infrastructure. Adequate space to provide service areas for operational safety and ergonomics shall be provided for.

b) Each ER wall shall be covered with eight foot (8') by four foot (4') by three-quarter inch (¾") AC-grade fire treated plywood (A-grade side out) mounted six inches (6") above finished floor.

c) plywood shall be painted with a low-gloss fire retardant white paint. Mask around fire retardant label on plywood.

d) Drop ceilings, windows or skylights shall not be permitted within IT rooms.

e) Provide vinyl composite tile (VCT) with static dissipative properties in all IT rooms.

f) IT Rooms shall be free of water or drainpipes not directly required in support of the equipment within such rooms. Routing through IT Rooms is not permitted.

g) All walls within IT Rooms shall be a minimum one (1)-hour fire-rated. Four-inch (4") sleeves shall be used for vertical pathways and must be fire stopped at each floor.

h) Doors to IT Rooms shall be a minimum of three feet (3') wide and eight feet (8') high clear. Doors shall always open outward (code permitting). The path route to the IT Rooms shall be on grade and allow for delivery of large Local Area Network (LAN) equipment. Doors shall not have windows, vents, or louvers.

3.7.14.3.7 IT Rooms Electrical Requirements

a) Refer to Section 3.7.6.7.1 IT Rooms

3.7.14.3.8 IT Room Fire Suppression Requirements

a) Refer to Section 3.7.9.5 IT Room Fire Suppression Requirements

3.7.14.3.9 IT Room Lighting Requirements

a) Refer to Section 3.7.8.5.1 IT Room Lighting Requirements

3.7.14.3.10 IT Room Physical Security Requirements

a) Refer to Section 3.7.11.20.1 IT Room Physical Security Requirements

3.7.14.3.11 IT Room Equipment Requirements

a) Developer shall provide

(i) Equipment racks consisting of

1. Seven feet (7') high by nineteen inches (19") wide open (2-channel) equipment racks and double-sided vertical cabling managers; and

2. Quantity of racks shall be consistent for every ER/Telecommunications Room unless noted otherwise.

(ii) Equipment cabinets that are

1. Thirty inches (30") wide by forty-two inches (42") deep (minimum) with 42U of internal workspace; and

2. Quantity of cabinets shall be consistent for every ER room unless noted otherwise.

(iii) Overhead cable management in the form of cable runway or cable tray

1. at least twelve inches (12") wide and placed at ninety inches (90") above finished floor to coincide with the top of the equipment racks and cabinets.

2. Sizing of the cable runway or cable tray based on supported cable-fill quantity plus spare capacity for future expansion.

3. Provide proper clearance from top of ladder rack and HVAC ducting and other building support components.

(iv) Cable support, such as vertically installed cable runway to support cables entering the room from floor sleeves, slots, and conduits or J-hooks/ basket trays where located above ceiling and not subject to damage

(v) Minimum clearances shall be provided as follows:

1. Front – thirty-six inches (36");

2. Sides - thirty-six inches (36"); and

3. Rear – thirty-six inches (36").

3.7.14.4 Pathways

3.7.14.4.1 Outside Plant Pathways

a) Developer shall provide telecom conduits with:

   (i) A pull point after every

      1. two (2) 90-degree turns; and

      2. after each section length of one hundred feet (100').

   (ii) Appropriately sized vaults and lids for the type of application and size and quantity of ducts. Do not use a vault as a change in direction along a duct bank.

b) Developer shall use the lowest placed ducts within the manholes for the IT infrastructure. Ducts shall be segregated by cable type so that all fiber is in dedicated ducts and copper is in dedicated ducts.

c) Concrete encasement shall be provided for all outside plant conduit runs.

d) Provide warning tape with an electronically traceable feature above telecom conduits within the trench. Telecom and electrical wiring may share the same trench where both travel the same route, but cannot share the manholes.

e) At minimum, two (2) of the conduits per entrance facility shall contain two (2) 3-cell fabric type innerduct sub-ducting for fiber cabling.

3.7.14.4.2 Inside Plant Backbone Pathways

a) Developer shall route backbone fiber and copper cabling through the inside plant backbone pathways.

b) The inside plant backbone pathways shall connect the ER to each of the Telecommunication Rooms within the building.

c) In the event IT rooms are stacked, the pathways shall be four inch (4") sleeves through the floor slab. For two (2)-story buildings, provide three (3) four inch (4") conduits routing up from the ER. For buildings with three (3) or more stories, provide four inch (4") sleeves. These pathways shall also accommodate other low voltage cabling such as security, coaxial, and horizontal cabling transitioning between floors. Developer may utilize EZ-Path® brand conduits and systems in lieu of the sleeves described in Section 3.7.14.4.2 Inside Plant Backbone Pathways.

d) Only those systems that are considered low voltage and non-EMI/RFI emitting cabling may utilize backbone pathways. All other systems shall utilize separate dedicated and independent pathways.

e) Dedicated pathways shall be provided for the following services

(i) Structured cabling systems;

(ii) Outside broadcast cabling; and

(iii) AV and in-house production cabling.

3.7.14.4.3 User Space Pathways

a) Building pathways intended to support telecommunications cables shall originate at the IT rooms and shall be routed to and through User space.

b) User space pathways shall be basket style cable trays routed though main Facility corridors above the accessible ceiling.

c) Where temporary cabling is required, provide cable space pathways to support

(i) Easy access with neat and clean appearance;

(ii) Minimal physical interference of other services, features, and user accessible pathways; and

(iii) Minimal electrical interference with other services.

d) Transition from cable tray to four inch (4") conduits when routing over hardcap and other non-accessible ceiling types. In areas above accessible ceilings where cables are not subject to damage, J-Hooks and basket trays may be used in lieu of conduit. For every conduit used, a spare conduit shall be required and left empty of cabling but with the inclusion of a draw wire until the occupancy readiness date of the building. Install ceiling hatches to facilitate cable installation in hardcap ceiling exceeding eighty (80) feet in length.

e) Design the User space pathways with adequate access clearances for cable installations and future serviceability.

f) Design the tray for a cable fill of thirty percent (30%).

g) The cable tray system shall be provided with manufactured radius bends only, with a minimum radius based on the cables it supports. At a minimum, the typical fourteen inch (14”) industry standard shall be utilized. Remove all sharp corners and ends before pulling cables.

h) Fully enclosed wireways or raceways shall not be permitted as a primary pathway.

i) Trapeze style supports are required for all cable tray installed. Center hung solutions are not permitted.

j) Microphone cables or other EMI/RFI cables are not allowed to be installed in common cable tray or conduit routes with other low voltage wiring.

3.7.14.4.4 Secondary Pathways - Cable Hangers

a) Developer shall provide cable hangers above accessible ceiling.

b) Limit use of cable hangers to a maximum of fifty (50) feet from the primary pathway (cable tray), and a maximum of thirty (30) cables per bundle.

c) Install hangers using ninety (90) degree rule (no diagonal cable runs).

3.7.14.4.5 Secondary Pathways - Furniture Feeds

a) Developer shall provide conduit feed points to modular furniture spines. Size pathways based on cable quantity and with a twenty percent (20%) spare capacity. Provide spiral wrap or similar product to protect cable transition between feed point and modular furniture.

3.7.14.4.6 Secondary Pathways - Raceways

a) Developer shall provide wire ways/raceways where required based on applications, including workbench environments. Size the raceways to provide spare capacity. Combine power and data into same raceway with appropriate partitions.

b) Provide conduit feeds to the raceway dedicated for telecom cabling only. Size pathways based on cable quantity and with added spare capacity.

3.7.14.4.7 Outlet Rough-in

a) For category 6A (CAT6A) cabling, or higher, stub up one (1) conduit from the ceiling space, or the primary pathway, to the outlet backbox. Conduit to be sized as per the AHJ or with 50% spare capacity for future cabling, whichever is the larger. Provide one (1) five inch (5") square by two and seven-eighths inch (2-7/8") deep box with a single-gang ring. For special and unique locations where multiple services need to share the same box, provide a double-gang ring if required. In areas above ceiling where cables are not subject to damage, basket tray of J-hooks may be used in lieu of conduit in compliance with applicable code

b) Outlet conduits shall be sized to provide space for a minimum of the following

   (i) two (2) future CAT6A cables or

   (ii) horizontal four (4)-strand fiber optic cable.

c) All runs down walls shall be in conduits.

d) For conduits that do not stub into the ceiling space, provide a junction box as a pull point at every two (2) 90-degree turns or after one hundred feet (100') in length.

e) Floor set data outlets:

(i) In-floor data outlets shall be recessed or flush as appropriate to room finish requirements and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**. Raised or monument data outlets shall not be permitted.

(ii) All flush floor data outlets shall have captive/hinged covers that can be held closed by turn screw or similar positive latching mechanism.

(iii) Recessed data outlet boxes shall have hinged covers with wire slots and be large enough to fully enclose any standard telephone or data plugs, such that the lids close fully when outlets are in use.

(iv) All data outlet boxes and covers shall be corrosion resistant construction and liquid-tight where likely to be exposed to liquid.

3.7.14.4.8 Multi-Services Devices

a) Specific applications that require multi-service floor and wall boxes shall conform to the requirements of Section 3.7.14.4.8 Multi-Services Devices

b) All multi-service boxes, including floor boxes, poke-through boxes and flat-panel display boxes, which housing audiovisual, electrical and telecommunications connections shall be recessed.

c) Floor boxes shall accommodate separate pathways and termination gangs for each service. In slab applications, route the pathways embedded in the slab, and not under the slab.

d) For poke-through boxes, the AV and telecom services may share the same entry point into the poke-through device. If the poke-through stubs into a non-accessible ceiling below, provide conduits for telecom cabling to the nearest accessible ceiling or IT Room. Microphone cables must be routed separately into poke-through boxes.

e) For flat-panel audiovisual displays, the box must accommodate separate pathways and termination gangs for each service.

3.7.14.5 Structured Cabling

3.7.14.5.1 General

a) Developer shall provide a structured cabling system (SCS) design that supports the network requirements for the LACC including preferred topology and configuration. The SCS design must

   (i) Support moves, adds, and changes (MAC) with minimal rewiring of locations;

   (ii) Be installed by a certified professional with current training from the system manufacturer;

   (iii) Be an end-to-end solution from a single vendor throughout the installation with lifetime vendor warranty;

   (iv) Support access to cable pathways for future maintenance access and MACs;

   (v) Be designed and installed in conjunction with other building services and systems to manage compliance with electromagnetic interference requirements; and

   (vi) Have a telecommunications grounding system.

3.7.14.5.2 Outside Plant Backbone Cabling

a) The existing main communications room shall serve as the primary distribution point for all fiber and copper backbone cabling for the buildings.

   (i) Fiber Optic Backbone

      1. Fiber optic cables shall be Singlemode cables (ITU G652.D). Cable core count shall support the required applications plus 100% spare capacity.

      2. All fiber shall be terminated via duplex LC connector into a rack-mounted fiber patch panel at each end.

      3. Outdoor fiber optic cables will be inground rated with water block with an armored jacket. No additional innerduct will be required.

   (ii) Copper Backbone

      1. Copper cables shall be bonded, shielded and air-core (ARMM series) type, and terminated on wall-mounted lightning protection blocks at each end. Size the actual cable based on quantity of users and equipment requiring voice circuits within the building, plus a twenty percent (20%) spare capacity.

b) Copper connectivity shall consist of one hundred (100)-pair cables.

3.7.14.5.3 Inside Plant Backbone Cabling

a) The inside plant backbone cabling shall connect the ER to the telecommunication rooms. Cabling shall be routed within the backbone pathways, and support voice, data, and other low voltage communications.

b) Developer shall provide the following backbone cable at a minimum:

(i) Fiber Optic:

1. Fiber optic cables shall consist of forty-eight (48) core Multimode OM3 cables (ITU-T G651.1).

2. All fiber shall be terminated via duplex LC into a rack-mounted fiber patch panel at each end.

3. Indoor fiber optic cables shall be plenum rated with an armored jacket. No additional innerduct shall be required.

(ii) Copper:

1. Copper cables shall be two (2) twisted pair cable, UTP series type, containing a minimum of twenty five (25) pairs, and terminated on wall mount 110 type IDC blocks at each end.

3.7.14.5.4 Horizontal Cabling

a) All horizontal cabling shall be Plenum-rated, shielded twisted pair (either F/UTP or U/FTP). Category 6A (CAT6A) rated cables shall be used for all horizontal cabling, unless specifically noted in the Technical Requirements.

b) Terminate cabling within the IT rooms on rack-mounted patch panels with 8-position modular jack ports. Terminate cabling at the work areas on 8-position modular jacks. Jacks shall match color of cabling as noted in Section c) below.

c) The horizontal cabling must support power over Ethernet as specified in the latest IEEE 802.3 Power over Ethernet standard (minimum Types 1 through 6).

d) Where cable lengths exceeds the maximum installed cable length as noted in Section a), either

(i) Provide a new telecommunications room to maintain the maximum cable length as noted in Section a); or

(ii) Where limited services are required to be supported (e.g. CCTV cameras on external poles, service bollards, etc.) provided as follows

1. Multimode optical fiber cables (ITU-T G651.1) with the associated media convertors.

2. All fiber will be terminated via duplex LC into a rack-mounted fiber patch panel at each end.

3. Cable core count shall support the required applications plus 100% spare capacity.

4. Cable construction and termination types shall suit the installed environment

3.7.14.5.5 Data Outlets

a) The horizontal cabling shall connect the IT rooms to the work areas and support the users' voice and data communications through data outlets. The horizontal cabling configurations may vary depending on the intended work areas served.

b) Wall phones shall be required in following area types. At a minimum, the following rooms shall be provided with wall phones:

   (i) Mechanical room (ADS ID: NA-06);

   (ii) Electrical closet (ADS ID: NA-09);

   (iii) IT closet (ADS ID: NA-10) and all IT Rooms;

   (iv) All storage rooms larger than two hundred fifty (250) sq ft;

   (v) All delivery docks, for which such wall phones shall be located on the exterior;

   (vi) Freight elevator lobbies; and

   (vii) Catwalk level.

c) Color code the 6A (CAT6A) horizontal cables to facilitate identification and maintenance activities. The termination jack surrounds and labelling are to match the cable color codes as follows:

   (i) Voice/Data = Blue;

   (ii) Wireless = Orange;

   (iii) Security = Black;

   (iv) AV/IPTV = Slate;

   (v) BMS = Yellow.

(vi) SMART CITY = Red

3.7.14.5.6 Basic Data Outlet

a) The basic data outlets shall consist of a single port outlet with one (1) data cable installed and shall support, at a minimum, voice or data applications for limited connectivity applications including:

(i) Wall phones and, courtesy phones;

(ii) Kiosks (visitor, ATM, intelligent vending);

(iii) Card readers;

(iv) CCTV cameras; and

(v) Duress buttons.

3.7.14.5.7 Standard Data Outlet

a) The standard data outlets shall consist of a two (2)-port outlets with two (2) data cables and shall support voice and/or data applications. Standard data outlets shall be installed in all areas, except areas where use of a basic data outlet or an integrated data outlet has been specified in the Technical Requirements.

3.7.14.5.8 Integrated Data Outlet

a) The integrated data outlets shall support voice, data, and/or video applications and shall be installed to meet the intended use of room.

3.7.14.6 Testing

a) Developer shall perform the following testing on the SCS system.

3.7.14.6.1 Backbone Fiber Optic Cabling

a) Developer shall test the backbone fiber optic cables for the following:

(i) Passive link insertion loss (power meter and light source) using an appropriate launch cable; and

(ii) Characterization with an optical time-domain reflectometer shall only be required should an anomaly be encountered during the light loss testing.

b) All testing shall be bidirectional direction at both wavelengths.

c) All dark fiber (where provided) shall be tested with an OTDR to confirm cable continuity.

3.7.14.6.2 Backbone Copper Cabling

a) Developer shall test the backbone twisted pair cables for the following:

(i) Wire map (shorts, opens, reversals, transpositions); and

(ii) Length.

3.7.14.6.3 Horizontal Cabling

a) Developer shall test the horizontal cables according to ANSI/TIA/EIA requirements for the chosen category type chosen for the building.

3.7.14.7 Active IT Systems

a) Developer shall provide all wired and wireless active IT systems as required to support the Project with the exception of LACC Operators' IT provider's equipment.

(i) The active ICT systems shall support the following systems at a minimum:

(ii) Corporate systems including internet;

(iii) Guest/client services;

(iv) Point of sale;

(v) Carparking;

(vi) CCTV, video storage, and access control;

(vii) Heating, ventilation, and air conditioning;

(viii) Lighting control systems;

(ix) Audio visual;

(x) Digital signage;

(xi) IT service management; and

b) Unified communications systems.

c) The active IT systems provided by Developer shall integrate with all existing applications supported on the existing active IT systems. Any alternative proposal shall be submitted to Owner for approval. Where Developer proposes to provide

alternate manufacturers to the existing systems onsite, Developer must prove, including providing references from live sites that the alternate system will integrate seamlessly with the existing platforms as if they were from the existing manufacturer.

d) Developer shall work collaboratively with Owner to develop the overall active IT system requirements including the wired and wireless network design.

e) Developer shall ensure that the integration and extension of the new active network with Owner networks does not necessitate the need for the network owner to re-IP address or reengineer the layer 2 or layer 3 protocols on each network

3.7.14.7.1 Wireless Infrastructure Development

a) Developer shall design and integrate the new Wi-Fi design with the existing Wi-Fi network in the LACC, including providing advice on relocating and recommissioning existing WAPs adjacent to the Project footprint.

b) Developer shall work with Owner to develop the overall wireless network design. This must include:

   (i) Heat mapping of the facility based on the selected WAPs including an initial RF site survey;

   (ii) Indicative WAP placements based on the heat mapping results;

   (iii) Site survey once the Facility has been constructed;

   (iv) adjustment of the WAP positions to suit the outcomes of the site survey; and

   (v) Deployment, commissioning, and tuning of the wireless LAN during commissioning and post occupancy.

c) Developer shall provide a wireless networking design to enable:

   (i) One hundred percent (100%) coverage of and access for users within the facility, all FOH and BOH areas, storage areas, and other offices;

   (ii) One hundred percent (100%) coverage and minimum of fifty percent (50%) of Users in the public realm to be able to concurrently utilize the wireless networking for data services;

   (iii) High speed data transfer to devices, in particular upload;

   (iv) Integration with the existing web content filtering service;

   (v) Appropriate QoS and CoS, to ensure that traffic is prioritized, and that critical and high availability systems remain operational;

(vi) Support for the ticketing platform used by the LACC.

d) The wireless networking shall:

(i) Be based on the most recent ratified standard of IEEE801.11 (e.g. ax / Wi-Fi 6);

(ii) Be compatible with legacy standards including IEEE802.11a/g/n/ac Wave 1 and 2;

(iii) Have bluetooth low energy and near field communications support for RTLS; and

(iv) Integrate with the existing operator Wi-Fi management including

1. Not enable users to intercept other users' traffic;
2. Not enable users to deny other users' access through denial of service;
3. Be able to block wireless clients with minimal management;
4. Be able to push different users or groups onto different VLANs;
5. Be able to balance client devices between multiple VLANs; and
6. Manage authentication, authorization, and accounting (AAA).

e) Cabling infrastructure for the implementation of a data wireless network shall be required throughout the Project Site.

3.7.14.7.2 Room Specific Requirements

a) Developer shall provide wireless devices in accordance with the following requirements, to be coordinated with room/area occupancies as identified and agreed with Owner via Developer's design submittal process, as set out in **Appendix 2 (Submittals)**:

Wireless Devices

Wireless Devices	
TW1	Assume one (1) wireless devices per person (based on maximum occupancy) with a coverage at 5GHz with measured reception no less than -65DBm.
TW2	Assume two (2) wireless devices per person (based on maximum occupancy) with a coverage at 5GHz with measured reception no less than -65DBm.

TW3	Assume three (3) wireless devices per person with a coverage at 5GHz with measured reception no less than -65DBm.
TW4	Assume three (3) wireless devices per person (based on maximum occupancy) with a coverage at 5GHz with measured reception no less than -65DBm.

3.7.14.7.3 Wireless Terminations

a) Provide one (1) data outlet at each wireless network location comprised of two (2) Category 6A (CAT6A) cables.

b) Terminate the cables within the IT room on rack-mounted patch panels. Allocate a separate patch panel field for wireless network outlets. These terminations may be combined in the same patch panel as cables to other PoE devices, such as security cameras.

3.7.14.7.4 Computing and Storage

a) The design for computing and storage systems shall be developed during the design development stage, ensuring alignment with the operational needs of the LACC. The final design must be reviewed and approved by the LACC operator to ensure it meets performance, scalability, and security requirements.

3.7.14.7.5 Point of Sale

a) The point of sale system design shall be developed during the design developments stage, tailored to support the specific operational workflows of the LACC. The design shall be submitted for review and approval to ensure integration with existing systems and meet the facility's operational and customer service standards.

3.7.14.7.6 Unified Communications System

a) Developer shall extend the existing infrastructure for Unified Communications System (UCS) at the LACC, infrastructure shall be sufficient to allow for the following:

   (i) Fixed and mobile handsets;

   (ii) On site server and storage;

   (iii) Email services;

   (iv) Messaging platform; and

(v) Chat and video calling including conferencing capabilities.

b) The existing UCS is currently under review by Owner. All extensions to the existing UCS by Developer shall be reviewed by Owner to confirm and approve compatibility.

3.7.14.8 Grounding and Bonding

a) All grounding and bonding of telecommunications systems shall be in accordance with ANSI/TIA-607-E (2024).

b) Developer shall extend the existing telecommunications grounding and bonding system providing a low impedance path to ground for telecommunications equipment and support systems.

c) Where no existing system exists, Developer shall provide a new telecommunications grounding and bonding system and connect to all new and existing cabinets.

3.7.14.8.1 Grounding Subsystem

a) The telecommunications grounding backbone system shall tie the IT rooms together with a connection to the facility's main ground reference, and a busbar per room.

b) The grounding backbone shall include:

(i) One (1) conductor from the main building ground reference point to the busbar in the ER referred to as the bonding conductor for telecommunications;

(ii) One (1) main ground busbar in the ER referred to as the telecommunications main grounding busbar (TMGB);

(iii) One (1) ground busbar in each TR referred to as the telecommunications grounding busbar (TGB);

(iv) One (1) or more conductors from the TMGB connecting to each TGB referred to as the telecommunications bonding backbone; and

(v) A connection from each TGB to building steel within the room, if available.

3.7.14.8.2 Bonding Subsystem

a) Telecommunications equipment and support systems shall bond to the TGB within the same room. This bonding shall include a continuous electrical connection from the following components to the room's TGB:

(i) Equipment racks (not bonded in series);

(ii) Overhead cable tray or runway;

(iii) Vertical cable runway on wall;

(iv) 110-blocks wall termination field in ER;

(v) Conduits entering the room, except for conduits to the roof;

(vi) Electrical panel in the room; and

(vii) Lightning protection blocks (applicable to EF room only).

b) The overhead power distribution system, lighting system and telecom conduits to the roof shall be bonded to the electrical system.

3.7.14.8.3 User Space

a) The cable tray and primary pathway conduits (not sleeves) shall be bonded to the nearest electrical panel's busbar.

3.7.14.9 Fire Protection

a) Provide UL rated fire stop systems at each penetration through rated slabs and walls. Fire stop system shall match wall/slab rating.

b) In the cases where conduit sleeves for cable penetrations through firewalls are installed, the conduit sleeves must be fire stopped using appropriate materials for the rating of the wall.

3.7.14.10 Labeling and Administration

a) Developer shall provide labelling to the IT systems in accordance with the manufacturer and Owner's requirements

b) The labelling shall clearly identify the source of supply and intended system or component function

3.7.14.10.1 Backbone ISP and OSP Fiber Optics and Twisted Pair Cables

a) General Requirements

(i) Labeling, identifier assignment, and the label colors shall conform to the ANSI/TIA-606-C Administration Standard and as reviewed by Owner before installation.

(ii) Provide permanent and machine generated labels; handwritten labels are not permitted.

3.7.14.10.2 Cable Labels

a) Label Format:

   (i) Label type shall be wrap-around self-laminating.

   (ii) Only machine printed labels will be used; handwritten labels are not permitted.

   (iii) Label color shall be white background with clear laminating window.

   (iv) Text color shall be black; text height shall be one-eighth inch (1/8") high minimum or #12 font size.

b) Provide labels on both ends of cables. Fully wrap label around the cable jacket. Install labels no more than four inches (4") from the edge of the cable jacket. Install labels such that they are visible by a technician from a normal stance.

c) For backbone ISP and OSP fiber optics cables, label wall within the center of each fiber slack reel with the cable ID stored within that storage reel.

3.7.14.10.3 Termination Apparatus Labels

a) Use labels included in the product packaging.

b) Label color shall be white for respective field type, per ANSI/TIA -606-C.

c) Text color shall be black, three-thirty-seconds inches (3/32") high, minimum, or #10 font size.

3.7.14.10.4 Identifier Assignment

a) General: Separate all label fields of the identifier with a hyphen.

b) Conduits: Conduits containing telecommunications cables will be provided with hard plastic sleeve wrap around-type labels at each end indicating:

   (i) Type(s) of cable (fiber optic, copper)

c) Near and far end points

   (i) Length of conduit in feet

d) Cables:

   (i) The first field shall identify a unique ID (UID) number.

   (ii) The second field shall identify the originating termination room identifier as shown on the plans; e.g., "ER101 for ISP or EF for OSP".

(iii) The third field shall identify the ending termination room identifier as shown on the plans; e.g., "TR 201" for ISP or "Building identifier" for OSP.

(iv) For backbone fiber optics cables, the fourth field shall identify the type and number of strands; for example, "SMxxx" where "SM" stands for single mode and xxx stands for the ending fiber strand sequential count. Use "MM" for multimode.

(v) For backbone twisted pair cables, the fourth field shall identify the beginning and ending pair counts.

e) Termination Positions at the Termination Panels:

(i) For ISP, make the first field of the identifier the originating/destination room; for example "TO TR201". For the OSP, first field shall identify the UID number assigned by Owner to this Project.

(ii) For ISP, make the second field of the identifier the strand/pair count range; for example, "SM024". For the OSP make the second field of the identifier the destination room; for example "TO 'Building identifier ER101."

(iii) For OSP, make the third field of the identifier the strand/pair count range; for example, "SM048".

(iv) Identifier Example: "TO TR201 SM024 for ISP and 0252 TO 'Building identifier' ER101 SM048 for OSP"."

3.7.14.10.5 Ancillary Labeling Requirements

a) Equipment racks shall be labeled with room and rack number. Use letter designators for rooms with more than one (1) row of racks.

b) Fire-stopping systems shall be labeled with UL system adjacent to each fire-stopped penetration.

c) For grounding and bonding systems, each busbar and conductor at the busbar shall be labeled.

3.7.15 Audiovisual Systems

3.7.15.1 Audiovisual General Requirements

Developer shall be responsible for the provision of all systems, infrastructure and sundries required for fully operational systems as described in the Technical Requirements and as follows:

a) Developer shall design and install AV systems in accordance with the requirements of this section.

b) The AV systems for an area shall be comprised of the AV equipment, together with the AV infrastructure, IT infrastructure and power necessary to provide for an integrated system for video and audio capture, live presentations and presentation of recorded or transmitted material, as applicable.

c) Developer shall design and construct the facilities to accommodate the indicative AV equipment package for each area type.

d) Developer shall procure, install and commission the facility AV equipment specified by Owner in accordance with the normal and standard practices in the AV industry. The AV consultant shall provide oversight and commissioning on the Project.

e) Developer and the AV consultant shall work with Owner to develop the criteria for AV requirements within the meeting rooms, multi-purpose space and exhibit halls, placement of AV equipment hardware, devices and controls. The criteria shall be added to the Developer's room data sheets.

f) All of the AV equipment shall be installed as to prevent any damage to the equipment or staff members during an earthquake.

g) Developer shall provide communications interface between AV control systems and building systems, including the room lighting control. The proposed system shall be detailed by Developer for Owner approval.

h) Developer shall procure, install, commission and test all AV equipment and AV equipment packages including any mounting walls or ceilings. AV equipment shall be installed to provide a complete, functional system.

i) Developer shall provide as necessary the required design loads of flat surfaces within a room or area for the proper installation of AV equipment.

j) GUI units for AVs shall be located as a group in each room.

k) Speed and ease of set-up and use are important considerations in the design of the audiovisual systems.

l) Occupational health and safety and ease of access for maintenance shall be addressed by incorporating Safety in Design (SiD) workshop(s) into the AV design program.

m) The selection and integration of audiovisual equipment in each exhibit hall (and any sub-division of the hall), the multi-purpose room, meeting rooms and pre-function areas and respective sub-divisions shall be undertaken with due regard for the architectural aesthetic. A high degree of integration and coordination with other design disciplines shall be required.

n) In order to provide a high quality, permanent facility ready to operate with minimal setup, the AV designer shall design the assignable event spaces (exhibit hall, multi-

purpose room and meeting rooms) to have a fixed room orientation with predetermined presenter positions and a 'front wall' as a location for projectors, screen and loudspeakers suitable to service the majority of conference events.

o) In this predetermined format, the system shall provide a standard mode of operation with regard to the audio and AV control technology i.e., basic connections shall remain active so that a staff member can activate a microphone for basic presentations without AV technician involvement.

p) The AV systems shall be flexible enough to allow for more complex configurations when required.

q) Additional cabling infrastructure shall be provided within the rooms to support different room orientations or more complex events, including connection points in the ceiling and rigging assemblies were applicable.

r) For events in these rooms where occupants are seated at round tables, the infrastructure shall be installed to support supplementary visual displays (i.e., LED displays, screens and projectors, etc.) mounted at other locations.

s) AV infrastructure shall be scalable and expandable, ready to incorporate new technology and expand to meet changing demands.

t) Similarly, they must be compatible with existing LACC systems.

u) The current system if not compatible with the new system shall be upgraded to meet the performance standards of the new system.

v) The infrastructure shall incorporate suitable redundancy to ensure reliable operation in each room. Status monitoring and system configurations shall be able to be carried out remotely from anywhere in the LACC.

w) Structured cabling shall be used as the primary infrastructure for transporting audiovisual signals both within the exhibit hall, multi-purpose room, meeting rooms, pre-function areas and across the site.

x) Provision for connection of temporary cabling shall also be included in the exhibit hall, multi-purpose room, meeting rooms, pre-function areas, event plazas and across the site to ensure compatibility with traditional technologies employed by external parties (e.g. production houses) wishing to incorporate their equipment. The extent of this shall be assessed and incorporated into the AV design by the AV designer, but shall take into account, touring events, and internal and external broadcast requirements.

3.7.15.1.1 Conduit Identification

a) Developer shall label each conduit at each end with the purpose (e.g. "projector", "speaker") and destination (e.g. "media cabinet", "wall speaker").

b) Each outlet box, back box, and pull box shall be labeled with its purpose, using legible, permanent labelling.

3.7.15.1.2 Conduit and Back Box Requirements

a) The conduit size and quantity shall be determined by the AV designer to support the current requirement plus a fifty percent growth at any location where technology is deployed.

   (i) All conduit shall be stubbed to the accessible ceiling or to a collection point if the ceiling is not accessible. Where the ceiling is inaccessible, this conduit must run the entire distance to the device location.

   (ii) The types of locations are:

      1. Wall speaker locations.

      2. Ceiling loudspeaker locations: for accessible ceilings, stub conduit to the accessible ceiling from the consolidation box, and free-run loudspeaker cabling, with appropriate support, to the loudspeakers. For inaccessible ceilings, daisy-chain conduit to loudspeakers.

      3. Wall mounted assistive listening device locations: provide a conduit to each device location. Standard-size back boxes are acceptable.

      4. Camera locations: in accessible ceilings, cabling may be free run from a conduit stub to the consolidation box, to a stub to the camera box. In inaccessible ceilings, conduit must be continuous. Standard-size back boxes are acceptable.

      5. Input/output plates and device locations: provide a conduit to each input device location.

      6. No conduit run may have more than one hundred eighty (180) degrees of bends. If more than one hundred eighty (180) degrees is required, a mid-run pull box shall be required. Conduit runs in excess of seventy-five (75) feet shall be provided with mid-run pull boxes.

3.7.15.1.3 Data / Network Connectivity to Audiovisual Systems

a) A data outlet shall be provided at each input/output device location from the AV network.

b) Two (2) data outlets shall be provided at each permanent digital signage display location from the AV network.

c) There shall be AV network data drops to support the AV network switches at the audiovisual equipment rack and cabinet location.

d) At designated telecommunication room locations there shall be LACC network drops as needed to support the tasks, identified by the AV consultant to the IT designer.

3.7.15.1.4 Electrical Power Outlets for Audiovisual Systems

a) Developer shall be responsible for any power outlets required in connection with the AV equipment and are in addition to the outlets required for convenience power shown in **Appendix 6 (Power and Data Matrix)**.

b) Electrical power outlets shall be provided in conformance with the following requirements:

   (i) One (1) and two (2)-gang outlet boxes: four and eleven-sixteenths inches (4-11/16") square by two and one half inches (2½") deep box with single-gang and double-gang plaster rings respectively.

   (ii) Three (3)-gang and larger: ganged or masonry boxes, minimum three inches (3") deep.

3.7.15.1.5 Outlet Box Locations

a) A duplex receptacle shall be installed at each ceiling mounted projector location. Such duplex outlet power box shall be flush mounted to the ceiling and within two feet (2') of the projector location.

b) A duplex receptacle shall be installed at each wall mounted video screen.

c) A quad receptacle shall be installed inside the AV/building system interface control panel at the designated wall location placement of the media cabinet.

d) A power junction box shall be located in the ceiling with flex cable to connect to each electric projection screen. Exact locations shall be coordinated with Owner's Authorized Representative.

e) A quad receptacle shall be installed on the back wall of the room to allow for auxiliary AV equipment to be installed as needed. Coordinate exact location with Owner's Authorized Representative.

f) A duplex receptacle shall be installed at each wall where assistive listening devices will be located which will be ninety-six inches (96") above finished floor.

g) Common ground for all AV power outlets shall be provided.

3.7.15.1.6 Sustainable Design

a) Developer shall adopt the following sustainable design initiatives as part of the audiovisual design:

b) Use of low power consumption LED/LCD monitors and TVs.

(i) Laser light-source projectors for lower through life ownership costs due to reduced maintenance requirements.

(ii) The ability to remote power on and off audiovisual equipment via a centralized scheduling system or similar.

3.7.15.2 Design Philosophy and Strategy

a) Developer shall design the AV systems to adopt the following design criteria:

(i) The use of an AV network for content distribution, control, audio and other information.

(ii) The AV network shall be either a stand-alone network, or a VLAN on a converged network , solution shall be recommended by the IT designer and the IT working group and submitted to Owner for approval.

(iii) The AV network shall be incorporated into the shared physical site infrastructure (structured cabling and patch outlets) but will form part of Developer's network.

(iv) The AV transport infrastructure and installed processing hardware shall support video at 4k/UHD with an upgrade path to 8k resolutions or other formats as they are developed.

3.7.15.3 Systems - General

a) Developer shall design and install integrated audio, video and control systems to the following locations:

(i) New exhibit hall;

(ii) New multi-purpose space;

(iii) New meeting rooms;

(iv) Flexible open meeting space;

(v) New pre-function areas;

(vi) Lobby area;

(vii) Elevator lobbies; and

(viii) Assignable outdoor areas adjoining the New Facility

3.7.15.4 Exhibit Hall Systems

a) Developer shall provide an audiovisual system in the new exhibit hall.

3.7.15.4.1 Control

a) Developer shall provide an AV control system incorporating the following into the final design:

(i) The control system shall be an enterprise IP based application/system which is scalable and not tied to a hardware manufacturer. The system shall support cloud based and local deployment. The control system shall reside on the AV network.

(ii) The exhibit hall, multi-purpose hall and large meeting rooms (and their subdivisions) shall be provided with graphical user interfaces (GUI) in the form of LCD touchscreen user interfaces.

(iii) There shall be one or more wall mounted GUIs in each of the rooms/subdivisions.

(iv) There shall be portable wired and wireless GUI's to support movement and flexible control during setup and events.

(v) Lectern mounted GUI shall also act as a visual foldback monitor for the presentation material. The GUI shall be 15" or larger and support 4k resolution.

(vi) The control touchscreen systems shall provide several levels of permissions-based user access and shall communicate with all permanently installed elements of the audiovisual systems.

(vii) The following functions shall be provided by the control system:

1. AV camera control (where cameras are available) (not CCTV Security).

2. Control of audio DSP functions such as switching, level control (where audio systems are built in).

3. Control of all video switching (for routing of video on the network).

4. Control of room combining functions (where applicable).

5. Initiation of event recording, if requested for an event.

6. Integration with room lighting control, (See 3.7.16.1 (f)).

7. Integration with window blinds control (where applicable).

(viii) Additionally, meeting rooms shall be allocated control positions at the back of the room from which it shall be possible for a technician to operate an event. This shall be by using a temporary plug-in touch-screen control panel at these locations to operate AV equipment.

(ix) The connection to the floor box shall be an RJ 45 type connection and power if required.

1. Detail of the various IT, communication, and AV criteria needs to be developed for floor and wall box and submitted for approval to Owner.

(x) There shall be floor boxes with connection points for the GUI units. The floor boxes shall be connection plates with RJ 45 type connections to support all the AV equipment.

3.7.15.4.2 Display

a) The design shall provide the following in the new exhibit hall (and its sub-divisions):

(i) The design shall provide rigging points for the efficient suspension of temporary deployment of equipment.

1. The design shall allow for temporary installation of video flat panel displays, projectors, direct view LED systems or other display types. The locations will be determined by Owner.

2. Each of the specified locations shall include all necessary video, audio, power and data connections, including structured cabling, to support connection to either the house core or a temporary equipment setup.

(ii) There shall be floor boxes with connection points for the display units. The floor boxes shall be connection plates with RJ 45 type connections to support all the AV equipment.

3.7.15.4.3 Video

a) The design shall allow for temporary routing of IPTV or other video signals from the core AV room.

b) The video system most of the time will be portable or temporary for events and will be self-contained.

c) The output for the portable system could be routed to the core AV room and then distributed to the signage or other displays as required.

d) There shall be floor boxes with connection points for the video routing. The floor boxes shall be connection plates with RJ 45 type and other connections as required to support all the AV equipment.

e) In exhibit halls, the catwalk shall be included as an additional location for placing video system services.

3.7.15.4.4 Audio

a) A permanent audio system shall be provided which shall be suitable for high quality speech and program playback reproduction and sound reinforcement of events.

b) The loudspeaker configuration shall be zoned to operate as separate systems when the exhibition hall is sub-divided.

c) The location of speakers shall be coordinated with other ceiling elements, including lighting, ducting, and access to overhead rigging points. The system design shall ensure that speakers can be easily and temporarily removed to facilitate event activity and access to rigging points as needed, without compromising system performance or ease of reinstallation.

d) The audio system shall provide an exceptionally intelligible and naturally sounding performance.

e) A basic provision of loudspeakers and network-based amplifiers shall be provided, in the AV core creating a house mix.

f) There shall be designated locations in the rooms which could support a “house” audio mixing console and all other supporting processors and hardware to form an operating system to allow a stereo mix in each hall sub-division.

g) The system shall support eight (8) channels of foldback on stage, and stereo monitoring at each control location.

h) Primary control positions shall be supported with an AV technical panel against the walls opposite the default stage orientations for the whole hall, and each sub-division of the hall.

i) Secondary control positions shall be supported with an AV technical panel against each of the remaining walls to allow for event flexibility.

j) The AV technical panels and floor boxes shall contain all the required connectivity for the complete operation of the audio systems, including but not limited to data connectivity, power, video and audio inputs and outputs, and intercommunication system.

k) In exhibit halls, the catwalk shall be included as an additional location for placing video system services.

l) The speaker placement and location shall be determined by the function and feature of the space.

m) The audio system shall be a complete functioning solution.

(i) Hum and noise shall be inaudible (below the background noise level of the area) under normal operation and as observed in normal listener locations.

(ii) The audio systems shall utilize a network-based transport protocol. The protocol shall be Dante.

Table 3.7.15.4.4: Audio Systems

Parameter	Technical Criteria	Performance
Speech Intelligibility	STI	>0.6 at 85% seats >0.5 at 100% seats
Loudness	Total Sound Pressure Level (Pink Noise)	> 100 dBC L_{eq} at all seats (direct + reverberant)
Uniformity	Total sound pressure level variation with pink noise equalized to a flat response	±5 dB over 80% of seats
Quality	Frequency Response of direct field +80 ms	60Hz to 15kHz +4dB (1¤3 octave) at 90% of seats.
Quietness	System Dynamic Range	Better than 75 dBA at all listener positions with the air conditioning system switched off.

3.7.15.4.5 Miscellaneous

a) All of the AV tech panels (AVTP) and floor boxes will have the connections to support all of the AV equipment and include appropriately labeled tags with permanently engraved identifying markers

b) The AVTP and floor boxes are described in each functional section shall be the same type of panel. There shall be no difference for audio or video, as they are shared.

c) The equipment and or parts shall be stored in the AV core room.

3.7.15.5 Multi-purpose space Systems

a) Developer shall provide an audiovisual system in the Multi-Purpose Space incorporating the following advice into the final design:

3.7.15.5.1 Control

a) Developer shall provide an AV control system incorporating the following advice into the final design:

(i) The control system shall be an enterprise IP based application/system which is scalable and not tied to a hardware manufacture. The system shall support cloud based and local deployment. The control system shall reside on the AV network.

(ii) The multi-purpose space (and its subdivisions) shall be provided with graphical user interfaces (GUI) in the form of LCD touchscreen user interfaces.

(iii) There shall be a wall mounted GUI in each of the rooms/subdivisions.

(iv) There shall be wireless GUI's to support movement and flexible control during setup and events as well as in temporarily created spaces.

(v) Lectern mounted GUI shall also act as a visual foldback monitor for the presentation material. The GUI shall be 15" or larger and support 4k resolution.

(vi) The control touchscreen systems shall provide several levels of permissions-based user access and shall communicate with all permanently installed elements of the audiovisual systems.

(vii) The following functions shall be provided by the control system:

1. Camera control (where cameras are available);
2. Control of audio DSP functions such as switching, level control (where audio systems are built in);
3. Control of all video switching (for routing of video on the network);
4. Control of room combining functions (where applicable);
5. Initiation of event recording, if requested for an event.
6. Integration with room lighting control, (where applicable); and
7. Integration with window blinds control (where applicable).

(viii) Additionally, the Multi-Purpose Space shall be allocated control positions at the back of the room from which it shall be possible for a technician to operate an event. This shall be by using a temporary plug-in touch-screen control panel at these locations to operate AV equipment.

(ix) The connection to the floor box shall be an RJ 45 type connection and power if required.

(x) There shall be floor boxes with connection points for the GUI units. The floor boxes shall be connection plates RJ 45 type connections to support all the AV equipment.

(xi) There shall be AVTP with connection points for the GUI units. the AVTP shall be a location with RJ 45 type and other connections to support all the AV equipment.

3.7.15.5.2 Display

a) The design shall provide the following in the Multi-Purpose Space (and its sub-divisions):

(i) The design shall provide rigging points for the efficient suspension of temporary deployment of equipment.

1. The design shall allow for temporary installation of video flat panel displays, projectors, direct view LED systems or other display types. The locations to be determined by the AV consultant.

2. At all the above-mentioned locations, there shall be all of the necessary video, audio, power and data connections (including structured cabling) for the equipment to be to be connected back to house core or the temporary equipment setup.

(ii) There shall be floor and wall boxes with connection points for the display units. The floor boxes shall be connection plates with RJ 45 type and other connections to support all the AV equipment.

3.7.15.5.3 Video

a) The design shall allow for temporary routing of IPTV or other video signals from the core AV room.

b) The video system most of the time will be portable or temporary for events and will be self-contained.

c) The output for the portable system could be routed to the core AV room and then distributed to the signage or other displays as required.

d) There shall be floor and wall boxes with connection points for the video routing. The floor boxes shall be connection plates with RJ 45 type and other connections as required to support all the AV equipment.

3.7.15.5.4 Audio

a) A permanent audio system, suitable for high quality speech and playback reproduction and sound reinforcement of events.

b) The loudspeaker configuration shall be zoned to operate as separate systems when the MPS is sub-divided.

c) The audio system shall provide an exceptionally intelligible and naturally sounding performance.

d) A basic provision of loudspeakers and network-based amplifiers shall be provided, in the AV core creating a house mix.

e) There shall be designated locations in the rooms which could support a “house” audio mixing console and all other supporting processors and hardware to form an operating system to allow a stereo mix in each hall sub-division.

f) The system shall support eight (8) channels of foldback on stage, and stereo monitoring at each control location.

g) Primary control positions shall be supported with an AV technical panel against the walls opposite the default stage orientations for the whole hall, and each sub-division of the hall.

h) Secondary control positions shall be supported with an AV technical panel against each of the remaining walls to allow for event flexibility.

i) The AV technical panels and floor boxes shall contain all the required connectivity for the complete operation of the audio systems, including but not limited to data connectivity, power, video and audio inputs and outputs, and intercommunication system.

j) The speaker placement and location shall be determined by the function and feature of the space.

k) The audio system shall be a complete functioning solution.

l) Hum and noise shall be inaudible (below the background noise level of the area) under normal operation and as observed in normal listener locations.

m) The audio systems shall utilize a network-based transport protocol. The protocol shall be Dante.

Table 3.7.15.5.4 Audio Systems

Parameter	Technical Criteria	Performance

Speech Intelligibility	STI	>0.6 at 85% seats >0.5 at 100% seats
Loudness	Total Sound Pressure Level (Pink Noise)	> 100 dBC L_{eq} at all seats (direct + reverberant)
Uniformity	Total sound pressure level variation with pink noise equalized to a flat response	±5 dB over 80% of seats
Quality	Frequency Response of direct field +80 ms	60Hz to 15kHz +4dB (1¤3 octave) at 90% of seats.
Quietness	System Dynamic Range	Better than 75 dBA at all listener positions with the air conditioning system switched off.

3.7.15.5.5 Miscellaneous Equipment and Systems

a) All of the AVTPs and floor boxes must have connections to support all AV equipment and include appropriately labeled tags with permanently engraved identifying markers.

b) The AVTP and floor boxes in each functional section shall be the same type of panel. There shall be no difference for audio or video, as they are shared.

c) The equipment and or parts shall be stored in the AV core room.

3.7.15.6 Flexible Open Meeting Space

a) Developer shall provide an audiovisual system in the Flexible Open Meeting Space incorporating the following advice into the final design:

3.7.15.6.1 Control

a) Developer shall provide an AV control system incorporating the following advice into the final design:

(i) The control system shall be an enterprise IP based application/system which is scalable and not tied to a hardware manufacture. The system shall support cloud based and local deployment. The control system shall reside on the AV network.

(ii) Flexible open meeting space shall be provided with graphical user interfaces (GUI) in the form of LCD touchscreen user interfaces.

(iii) There shall be a wall mounted GUI in each of the rooms/subdivisions.

(iv) There shall be wireless GUI's to support movement and flexible control during setup and events.

(v) Lectern mounted GUI shall also act as a visual foldback monitor for the presentation material. The GUI shall be 15" or larger and support 4k resolution.

(vi) The control touchscreen systems shall provide several levels of permissions-based user access and shall communicate with all permanently installed elements of the audiovisual systems.

(vii) The following functions shall be provided by the control system:

1. Camera control (where cameras are available);
2. Control of audio DSP functions such as switching, level control (where audio systems are built in);
3. Control of all video switching (for routing of video on the network);
4. Control of room combining functions (where applicable);
5. Initiation of event recording, if requested for an event;
6. Integration with room lighting control, (where applicable); and
7. Integration with window blinds control (where applicable).

(viii) Additionally, the flexible open meeting Space shall be allocated control positions at the back of the room from which it shall be possible for a technician to operate an event. This shall be by using a temporary plug-in touch-screen control panel at these locations to operate AV equipment.

(ix) The connection to the floor box shall be an RJ 45 type connection and power if required.

(x) There shall be floor boxes with connection points for the GUI units. The floor boxes shall be connection plates RJ 45 type connections to support all the AV equipment.

(xi) There shall be AVTPs with connection points for the GUI units. The AVTP shall be a location with RJ 45 type and other connections to support all the AV equipment.

3.7.15.6.2 Display

a) The design shall provide the following in the Flexible Open Meeting Space:

(i) The design shall provide rigging points for the efficient suspension of temporary deployment of equipment.

1. The design shall allow for temporary installation of video flat panel displays, projectors, direct view LED systems or other display types. The locations to be determined by the AV consultant.

2. At all the above-mentioned locations, there shall be all of the necessary video, audio, power and data connections (including structured cabling) for the equipment to be to be connected back to house core or the temporary equipment setup.

(ii) There shall be floor boxes with connection points for the display units. The floor boxes shall be connection plates with RJ 45 type and other connections to support all the AV equipment.

3.7.15.6.3 Video

a) The design shall allow for temporary routing of IPTV or other video signals from the core AV room.

b) The video system most of the time will be portable or temporary for events and will be self-contained.

c) The output for the portable system could be routed to the core AV room and then distributed to the signage or other displays as required.

d) There shall be floor boxes with connection points for the video routing. The floor boxes shall be connection plates with RJ 45 type and other connections as required to support all the AV equipment.

3.7.15.6.4 Audio

a) A permanent audio system, suitable for high quality speech and playback reproduction and sound reinforcement of events.

b) The speaker system in this space shall be of a perceptibly higher quality of sound and aesthetics than the other spaces.

c) The loudspeaker configuration shall be zoned to operate as separate systems when the exhibition hall is sub-divided.

d) The audio system shall provide an exceptionally intelligible and naturally sounding performance.

e) A basic provision of loudspeakers and network-based amplifiers shall be provided, in the AV core creating a house mix.

f) There shall be designated locations in the rooms which could support a "house" audio mixing console and all other supporting processors and hardware to form an operating system to allow a stereo mix in each hall sub-division.

g) The system shall support eight (8) channels of foldback on stage, and stereo monitoring at each control location.

h) Primary control positions shall be supported with an AVTP against the walls opposite the default stage orientations for the whole hall, and each sub-division of the hall.

i) Secondary control positions shall be supported with an AVTP against each of the remaining walls to allow for event flexibility.

j) The AV technical panels and floor boxes shall contain all the required connectivity for the complete operation of the Audio Systems, including but not limited to data connectivity, power, video and audio inputs and outputs, and intercommunication system.

k) The speaker placement and location shall be determined by the function and feature of the space.

l) The audio system shall be a complete functioning solution.

   (i) Hum and noise shall be inaudible (below the background noise level of the area) under normal operation and as observed in normal listener locations.

m) The audio systems shall utilize a network-based transport protocol. The protocol shall be Dante.

Table 3.7.15.6.4 Audio Systems

Parameter	Technical Criteria	Performance
Speech Intelligibility	STI	>0.6 at 85% seats >0.5 at 100% seats
Loudness	Total Sound Pressure Level (Pink Noise)	> 100 dBC L_{eq} at all seats (direct + reverberant)
Uniformity	Total sound pressure level variation with pink noise equalized to a flat response	±5 dB over 80% of seats
Quality	Frequency Response of direct field +80 ms	60Hz to 15kHz +4dB (1¤3 octave) at 90% of seats.
Quietness	System Dynamic Range	Better than 75 dBA at all listener positions with the air conditioning system switched off.

3.7.15.6.5 Miscellaneous Equipment and Systems

a) All of the AVTPs and floor boxes shall have the connections to support all of the AV equipment and include appropriately labeled tags with permanently engraved identifying markers

b) The AVTPs and floor boxes in each functional section shall be the same type of panel. There shall be no difference for audio or video, as they are shared.

c) The equipment and or parts shall be stored in the AV core room.

3.7.15.7 Meeting Room Systems

Developer shall provide an audiovisual system in the meeting room systems incorporating the following advice into the final design:

3.7.15.7.1 Control

Developer shall provide an AV control system incorporating the following advice into the final design:

a) The control system shall be an Enterprise IP based application/system which is scalable and not tied to a hardware manufacture. The system shall support cloud based and local deployment. The control system shall reside on the AV network.

b) The meeting rooms shall be provided with graphical user interfaces (GUI) in the form of LCD touchscreen user interfaces.

c) There shall be a wall mounted GUI in each of the rooms/subdivisions.

d) There shall be wireless GUI's to support movement and flexible control during setup and events.

e) Lectern mounted GUI shall also act as a visual foldback monitor for the presentation material. The GUI shall be 15" or larger and support 4k resolution.

f) The control touchscreen systems shall provide several levels of permissions-based user access and shall communicate with all permanently installed elements of the audiovisual systems.

g) The following functions shall be provided by the control system:

   (i) Camera control (where cameras are available);

   (ii) Control of audio DSP functions such as switching, level control (where audio systems are built in);

   (iii) Control of all video switching (for routing of video on the network);

(iv) Control of room combining functions (where applicable);

(v) Initiation of event recording, if requested for an event;

(vi) Integration with room lighting control, (where applicable); and

(vii) Integration with window blinds control (where applicable).

1. Additionally, the meeting rooms space shall be allocated control positions at back and side wall locations from which it shall be possible for a technician to operate an event. This shall be by using a temporary plug-in GUI or wireless unit at these locations to operate AV equipment.

2. Single Meeting Rooms

3. AVTP with power shall be installed at six feet from each corner and every twenty feet on each of the outside walls.

4. floor boxes with power shall be installed at in a grid pattern to cover the floor. The pattern shall be every ten feet and starting eight feet from the end walls and the side walls.

5. Combinable Meeting Rooms

6. AVTP with power shall be installed at six feet from each corner and every twenty feet on each of the outside walls which are not moveable.

7. Floor boxes with power shall be installed at in a grid pattern to cover the floor. The pattern shall be every ten feet and starting eight feet from the end walls and the side walls.

(viii) There shall be connections to the floor box shall be an RJ 45 type connection and power if required.

(ix) There shall be (floor boxes with connection points for the GUI units. The floor boxes shall be connection plates RJ 45 type connections to support all the AV equipment.

(x) There shall be AVTPs with connection points for the GUI units. The AVTP shall be a location with RJ 45 type and other connections to support all the AV equipment.

3.7.15.7.2 Display

a) The design shall provide the following in the meeting rooms (and its sub-divisions):

(i) The design shall provide rigging points for the efficient suspension of temporary deployment of equipment.

1. The design shall allow for temporary installation of video flat panel displays, projectors, direct view LED systems or other display types. The locations to be determined by the AV consultant.

2. At all the above-mentioned locations, there shall be all of the necessary video, audio, power and data connections (including structured cabling) for the equipment to be to be connected back to house core or the temporary equipment setup.

(ii) There shall be floor boxes with connection points for the display units. The floor boxes shall be connection plates RJ 45 type and other connections to support all the AV equipment.

3.7.15.7.3 Video

a) The design shall allow for temporary routing of IPTV or other video signals from the core AV room.

b) The video system most of the time will be portable or temporary for events and will be self-contained.

c) The output for the portable system could be routed to the core AV room and then distributed to the signage or other displays as required.

d) There shall be floor boxes with connection points for the video routing. The floor boxes shall be connection plates with RJ 45 type and other connections as required to support all the AV equipment.

3.7.15.7.4 Audio

a) A permanent audio system, suitable for high quality speech and playback reproduction and sound reinforcement of events.

b) The loudspeaker configuration shall be zoned to operate as separate systems when the meeting rooms have multiple events. This will also allow for delay adjustment in the audio signal.

c) A basic provision of loudspeakers and network-based amplifiers shall be provided, in the AV core creating a house mix.

d) There shall be designated locations in the rooms which could support a “house” audio mixing console and all other supporting processors and hardware to form an operating system to allow a stereo mix in each hall sub-division.

e) The system shall support eight (8) channels of foldback on stage, and stereo monitoring at each control location.

f) Primary control positions shall be supported with an AVTP against the walls opposite the default stage orientations for the whole hall, and each sub-division of the hall.

g) Secondary control positions shall be supported with an AVTP against each of the remaining walls to allow for event flexibility.

h) The AVTPs and floor boxes shall contain all the required connectivity for the complete operation of the audio systems, including but not limited to data connectivity, power, video and audio inputs and outputs, and intercommunication system.

i) The speaker placement and location shall be determined by the function and feature of the space and be documented by the AV consultant.

j) The audio system shall be a complete functioning solution.

   (i) Hum and noise shall be inaudible (below the background noise level of the area) under normal operation and as observed in normal listener locations.

   (ii) The audio systems shall utilize a network-based transport protocol. The protocol shall be Dante.

Table 3.7.15.7.4 Audio Systems

Parameter	Technical Criteria	Performance
Speech Intelligibility	STI	>0.6 at 85% seats >0.5 at 100% seats
Loudness	Total Sound Pressure Level (Pink Noise)	> 100 dBC L_{eq} at all seats (direct + reverberant)
Uniformity	Total sound pressure level variation with pink noise equalized to a flat response	±5 dB over 80% of seats
Quality	Frequency Response of direct field +80 ms	60Hz to 15kHz +4dB (1¤3 octave) at 90% of seats.
Quietness	System Dynamic Range	Better than 75 dBA at all listener positions with the air conditioning system switched off.

3.7.15.7.5 Miscellaneous Equipment and Systems

a) All of the AVTPs and floor boxes will have the connections to support all of the AV equipment and include appropriately labeled tags with permanently engraved identifying markers

b) The AVTPs and floor boxes described in each functional section shall be the same type of panel. There shall be no difference for audio or video, as they are shared.

3.7.15.8 Pre-function Space/Lobby

a) Developer shall provide an audiovisual system in the pre-function space/lobby systems as follows:

3.7.15.8.1 Control

a) Developer shall provide an AV control system incorporating the following advice into the final design:

(i) The control system shall be an enterprise IP based application/system which is scalable and not tied to a hardware manufacture. The system shall support cloud based and local deployment. The control system shall reside on the AV network.

(ii) The pre-function space shall be provided with graphical user interfaces (GUI) in the form of LCD touchscreen user interfaces.

(iii) There shall be a wall mounted GUI in key locations of the pre-function space/lobby.

(iv) There shall be wireless GUI's to support movement and flexible control during setup and events.

(v) Lectern mounted GUI shall also act as a visual foldback monitor for the presentation material. The GUI shall be 15" or larger and support 4k resolution.

(vi) The control touchscreen systems shall provide several levels of permissions-based user access and shall communicate with all permanently installed elements of the audiovisual systems.

(vii) The following functions shall be provided by the control system:

1. Camera control (where cameras are available);
2. Control of audio DSP functions such as switching, level control (where audio systems are built in);
3. Control of all video switching (for routing of video on the network);
4. Control of room combining functions (where applicable);
5. Initiation of event recording, if requested for an event;
6. Integration with room lighting control, (where applicable); and
7. Integration with window blinds control (where applicable).

(viii) Additionally, the pre-function space/lobby shall be allocated control positions at the back of the room from which it shall be possible for a technician to operate an event. This shall be by using a temporary plug-in touch-screen control panel at these locations to operate AV equipment.

(ix) The connection to the floor box shall be an RJ 45 type connection and power if required.

(x) There shall be AVTPs with connection points for the GUI units. The AVTP shall be a location RJ 45 type and other connections to support all the AV equipment.

3.7.15.8.2 Display

a) The design shall provide the following in the pre-function space/lobby:

(i) The design shall provide rigging points for the efficient suspension of temporary deployment of equipment.

1. The design shall allow for temporary installation of video flat panel displays, projectors, direct view LED systems or other display types. The locations to be determined by the AV consultant.

2. At all the above-mentioned locations, there shall be all of the necessary video, audio, power and data connections (including structured cabling) for the equipment to be to be connected back to house core or the temporary equipment setup.

(ii) There shall be floor boxes and/or suitable wall/ceiling receptacles with connection points for the display units, the quantity and location of which shall be determined by the AV consultant.

(iii) The floor boxes shall contain connection plates with RJ 45 type and other connections to support all the AV equipment as determined by the AV consultant

3.7.15.8.3 Video

a) The design shall allow for temporary routing of IPTV or other video signals from the core AV room.

b) The video system most of the time will be portable or temporary for events and will be self-contained.

c) The output for the portable system could be routed to the core AV room and then distributed to the signage or other displays as required.

d) There shall be floor boxes with connection points for the video routing. The floor boxes shall be connection plates with RJ 45 type and other connections as required to support all the AV equipment.

3.7.15.8.4 Audio

a) A permanent audio system, suitable for high quality speech and playback reproduction and sound reinforcement of events.

b) The loudspeaker configuration shall be zoned to operate as separate systems when the pre-function space has multiple events. This will also allow for delay adjustment in the audio signal.

c) A basic provision of loudspeakers and network-based amplifiers shall be provided, in the AV core creating a house mix.

d) There shall be designated locations in the foyers which could support a "house" audio mixing console and all other supporting processors and hardware to form an operating system to allow a stereo mix in each hall sub-division.

e) The system shall support eight (8) channels of foldback on stage, and stereo monitoring at each control location.

f) Control positions shall be supported with an AVTPs near stage orientations for the foyer areas.

g) The AVTPs and floor boxes shall contain all the required connectivity for the complete operation of the audio systems, including but not limited to data connectivity, power, video and audio inputs and outputs, and intercommunication system.

h) The speaker placement and location shall be determined by the function and feature of the space.

i) The audio system shall be a complete functioning solution.

   (i) Hum and noise shall be inaudible (below the background noise level of the area) under normal operation and as observed in normal listener locations.

   (ii) The audio systems shall utilize a network-based transport protocol. The protocol shall be Dante.

Table 3.7.15.8.4 Audio Systems

Parameter	Technical Criteria	Performance
Speech Intelligibility	STI	>0.6 at 85% seats >0.5 at 100% seats

Parameter	Technical Criteria	Performance
Loudness	Total Sound Pressure Level (Pink Noise)	> 100 dBC L_{eq} at all seats (direct + reverberant)
Uniformity	Total sound pressure level variation with pink noise equalized to a flat response	±5 dB over 80% of seats
Quality	Frequency Response of direct field +80 ms	60Hz to 15kHz +4dB (1¤3 octave) at 90% of seats.
Quietness	System Dynamic Range	Better than 75 dBA at all listener positions with the air conditioning system switched off.

3.7.15.8.5 Miscellaneous

a) All of the AVTPs and floor boxes shall have the connections to support all of the AV equipment and include appropriately labeled tags with permanently engraved identifying markers.

b) The AVTPs and floor boxes are described in each functional section shall be the same type of panel. There shall be no difference for audio or video, as they are shared.

c) The equipment and or parts shall be stored in the AV core room.

3.7.15.9 AV Camera Systems

a) Developer shall provide cameras for room monitoring and or VTC of events, in line with the following advice into the final design:

(i) Developer shall provide installed cameras in the following spaces:

(ii) New Exhibit Hall;

(iii) New Multi-Purpose Space;

(iv) New Meeting Rooms; and

(v) New Flexible Open Meeting Space.

1. AV cameras shall be used exclusively for events monitoring or VTC, thereby increasing the productivity of the AV staff and reducing the time required to resolve an issue.

2. AV cameras shall in no way be integrated to or controlled by the security CCTV system. They shall be different systems.

(vi) The cameras shall be placed to ensure the room is covered. The exact location is to be determined by the AV consultant.

(vii) The cameras should be mounted at the notional "rear" of the room opposite the "screen" end on a wall bracket.

(viii) Maximum vertical angle shall be no more than fifteen (15) degrees below horizontal from the camera to the presenter.

(ix) Maximum horizontal angle shall be no more than thirty (30) degrees off axis from a full-frontal image capture.

(x) The proposed design shall be determined by the size of the room (i.e. required throw distance) and the degree to which the room can be sub-divided and orientated.

(xi) Cameras within revenue generating spaces must be able to be turned off at client request, and that when operable, an indicator light is visible from the floor to see that the camera is active.

(xii) Exhibit Hall – ten (10) units

(xiii) MPS rooms – two (2) units per subdivision

(xiv) Meeting rooms – two (2) units per room/subdivision

(xv) Pre-function/lobby - TBD

(xvi) As a minimum, the cameras shall be a PTZ or digitally simulated PTZ unit with H.264 streaming, HDMI output and be UHD/4K, digitally simulated PTZ (for general wide-angle use and for speaker close-up).

(xvii) the form factor shall be small, and the color is to be coordinated with the AE.

(xviii) The control and monitoring shall be from the AV core.

3.7.15.10 Video Systems Cabling and Infrastructure

a) Developer shall provide infrastructure and control capability incorporating the following advice into the final design:

(i) The distribution of video signals throughout the building shall utilize a dedicated structured cabling system comprising fiber optic and UTP cable ties between key locations to be identified by the AV consultant.

(ii) The cabling network shall be provided primarily for the distribution of video (and audio) signals from one (1) to multiple points and shall incorporate routing / switching functionality via an AVoE methodology using network switches.

(iii) Control signals associated with user interfaces and other equipment functions shall also be able to be injected onto the same integrated network to provide a flexible and seamless environment that may be monitored and configured remotely.

(iv) The said network shall be delivered on an AV network which can be used by the venue hirers and the relevant AV contractor, to minimize the need for temporary cabling to be installed.

(v) All cable shall be plenum rated or jacketed.

3.7.15.11 Video Conferencing Support

a) Developer shall incorporate the following into the final design:

(i) Video conferencing integration shall be supported by the audio and video systems to support presentations and conferences with presenters at remote sites.

(ii) All of the areas shall have high speed data drops in the AVT/Floor boxes for event provided soft codecs or hard codecs. This is to be captured in the IT design.

(iii) The AVTP and floor boxes shall be equipped with cabling infrastructure, and audio / video connection points to allow connection of video-conferencing equipment including cameras, CoDecs, and microphones.

3.7.15.12 Event Recording Capability

a) Developer shall provide an event recording system incorporating the following advice into the final design:

(i) There shall be no permanently installed event recording systems provided by Owner.

(ii) Developer shall provide this capability as required on a temporary event basis if requested by venue hirers.

(iii) Connectivity shall be provided to the AV camera system for ad-hoc use by the Operator to record the camera feeds if required.

3.7.15.13 Digital Signage

Developer shall provide a site-wide digital signage system and shall incorporate the following advice into the final design / system selection:

a) The displays shall be deployed in the main flow and walkway areas, to include the elevator lobbies and the outside of the exhibit hall.

b) The digital signage system (server and players) shall be hosted on the LACC management network, connected to West Administration and managed by LACC Operator

c) Log-in access shall be provided for Owner to key displays (to be defined by the AV Consultant in concert with Owner) including those located on the exterior of the building / campus, in particular large format LED billboard signage used for promotions and advertising.

d) The digital signage system shall comprise a central server running digital signage software for the creation, editing, storing, uploading and scheduling of digital signage content, and signage players connected to each display or AV system required to receive, store and play this content.

e) The digital signage system shall be utilized as the primary media server, control system and scheduling system for exterior digital signage including large format LED advertising billboards.

f) Signage players shall also be capable of operating in standalone mode should network connectivity fail.

g) One (1) signage player shall be provided for each display. The signage software shall be capable of supporting multiple content files to be served to the relevant players.

h) The signage players shall be powered via PoE unless otherwise approved by Owner.

i) The digital signage system shall allow creation of hierarchical multi-user administration and content creation rights with login/password-protected access.

j) All authorized users of the system shall be able to run the digital signage application on their PC's for the creation and/or scheduling and/or uploading and/or authorization of digital signage content to the relevant signage displays.

k) The digital signage system shall provide the following features:

   (i) Content to include high-definition video, text, images and internet feeds;

   (ii) Support a wide range of video, audio and image formats;

   (iii) Work-flow management tools;

   (iv) Support multiple content contributors;

(v) Ability to limit what files, content and fields contributors can edit;

(vi) Ability for administrators to review and approve content in a centralized manner;

(vii) Ability to receive RSS feeds from the internet and incorporating these into the signage content if requested by Owner;

(viii) Ability to control power to the displays via RS232 connection from the signage players, and schedule power on and power off commands to the screens;

(ix) Low power consumption and minimum heat-generation, suitable for operation in enclosed spaces with no ventilation; and

(x) Ability to play content directly from the player via local USB input.

l) The digital signage system shall provide for the ingestion of video and audio signals from the IPTV system, and shall enable these signals to be played on selected displays and associated speakers.

m) The digital signage system (via the players) shall provide for the output of audio signals associated with the content being played to be able to be routed to foyer, hall or temporary production PA/audio systems.

n) Content shall be able to be created from the following sources as a minimum:

(i) Video, images and audio files stored on the digital signage server or streamed over the network.

(ii) Data entered into excel spreadsheets or text files stored on the digital signage server.

o) The digital signage system shall include content templates that offer various screen layouts and styles. Populating the templates with content shall be easily editable and allow for integration of venue hirer branding as well as style guide graphical parameters such as color and fonts.

p) The digital signage system shall be easily scalable to incorporate future addition of players, applications and displays.

q) The Digital Signage players shall have the following features:

(i) Video- HDMI (full 4k/HD) decoding and display, H.265/H.264 with HDR10 support and Dolby Vision.

(ii) Control - RS232 for display control, USB for touch screen overlay

(iii) Communications – Gigabit Ethernet with POE+

3.7.15.13.1 Large Format LED Signage

a) The digital signage system shall be the primary media server, control and scheduling system for exterior digital signage including large format LED advertising billboards.

3.7.15.14 IPTV Headend

Developer shall provide an IPTV headend incorporating the following advice into the final design:

a) The IPTV Server shall interface between the following services and the digital signage system:

   (i) The modular head end shall support both terrestrial, cable and satellite feeds with support for DVB T/T2/S/S2/C/QAM and ATSC;

   (ii) Encoded feeds such as satellite decoders, cameras or DVD players in SD or full HD shall be handled by the system;

   (iii) The multiuser web based central management system allows for total control and through the portal, users can easily configure and manage all the hardware through a single interface;

   (iv) All free to air TV channels available;

   (v) Provide DVB-C gateways for retransmission of cable television channels;

   (vi) Gateways shall be capable of re-streaming both HD and 4K ATSC broadcasts;

   (vii) Encoding of local video inputs; and

   (viii) Pay-tv services (future interfacing only).

b) The existing cable plant would be used as base to start the baseline channel selection.

c) The number of channels and source will need to be finalized by Owner.

d) The IPTV and digital signage content shall be distributed over the dedicated digital signage network or VLAN.

3.7.15.15 Site-Wide Event Public Address Systems

a) Developer shall provide a front of house event public address system in all newly created areas including incorporating the following advice into the final design:

   (i) The system shall operate independently of the existing and new life safety system (LSS), and fire detection systems.

(ii) A shared speaker system between the PA and LSS is considered acceptable solution where the system provided audio quality consistent with the operational need of a convention centre, includes configuration that ensures the LSS retains override priority during emergency event and complies with all applicable codes and standards. The public address functions shall allow for zoned distribution of public information announcements and background music playback throughout the building, including external areas.

(iii) The hardware, software, control system shall be in the AV core. The AV staff shall have flexibility to control the PA system from wireless GUI units within the LACC and from the AV core.

(iv) The system shall be interfaced with any existing PA systems on the site. If the new and the existing systems are incompatible, Developer and the AV consultant shall make necessary provisions to ensure successful interfacing of the systems.

(v) Microphone consoles for public information announcements shall be provided for at all reception areas and front of house desks and show management offices, with these locations to be agreed by Owner.

(vi) The ability to recall pre-recorded messages shall also be included in the proposed system.

(vii) LSS functions shall trigger the house PA system to mute the output of the public address amplifiers. This will allow for the LSS information to take precedence.

3.7.15.16 Assistive Listening System

a) Assistive listening systems shall be provided by Developers as necessary to support the functionality of room type, and incorporating the following into the final design:

(i) The system shall be incorporated for use in the exhibition halls and meeting rooms and other rooms as applicable and in accordance with LADBS Codes and Standardse, including Sections 11B-219 and 11B-706).

Capacity of Seating in Assembly Area	Minimum Number of Required Receivers	Minimum Number of Required Receivers Required to be Hearing-aid Compatible
50 or less	2	2
51 to 200	2, plus 1 per 25 seats over 50 seats1	2
201 to 500	2, plus 1 per 25 seats over 50 seats ***(20 for 500 seats)***	1 per 4 receivers ***(5 must be neck loops for 500 seats)***
501 to 1000	20, plus 1 per 33 seats over 500 seats	1 per 4 receivers
1001 to 2000	35, plus 1 per 50 seats over 1000 seats	1 per 4 receivers
2001 and over	55 plus 1 per 100 seats over 2000 seats	1 per 4 receivers

(ii) A clear indication shall be provided to both the operator and venue hirer to confirm the operating status of the system.

3.7.15.17 Simultaneous Interpretation

a) Developer shall incorporate into the AV designs, connectivity for audio and video injection into, and extraction from, the in-house broadcast systems at locations identified by the AV consultant and approved by Owner which are likely to be utilized by venue hirers' and contractors' simultaneous interpretation equipment.

(i) The simultaneous interpretation systems shall be provided by Users and not by Owner or Developer.

(ii) Developer shall make connection points available via the AVTP and the floor boxes or wall boxes within the spaces.

(iii) Developer shall utilize the AV network as the transport network to support the distribution of audio and video signals for simultaneous translation systems between rooms or locations.

3.7.15.18 AV Core / Technical Rooms

a) Developer shall incorporate the following regarding AV Core /technical rooms into the final design:

(i) These rooms will serve as the origination and distribution points for the house audio, AVTP and floor boxes signals.

(ii) The rooms shall be deployed in a manner to which the staff can support multiple events at the same time.

(iii) Rack rooms, AV control rooms and technical storage areas associated with all active event spaces (exhibition halls, meeting rooms and pre-function spaces) shall form a distributed system of hubs throughout the LACC by means of interconnectivity using the data, AV and broadcast cabling networks.

(iv) These technical areas shall be provisioned with local control, monitoring and configuration of their respective functional areas of the LACC.

(v) These technical rooms shall be separate from the building services and security central control positions.

(vi) Technical rooms shall be constructed as habitable spaces with sufficient space to accommodate a work desk/station and chair with HVAC provisions for worker comfort.

VOLUME II – TECHNICAL REQUIREMENTS

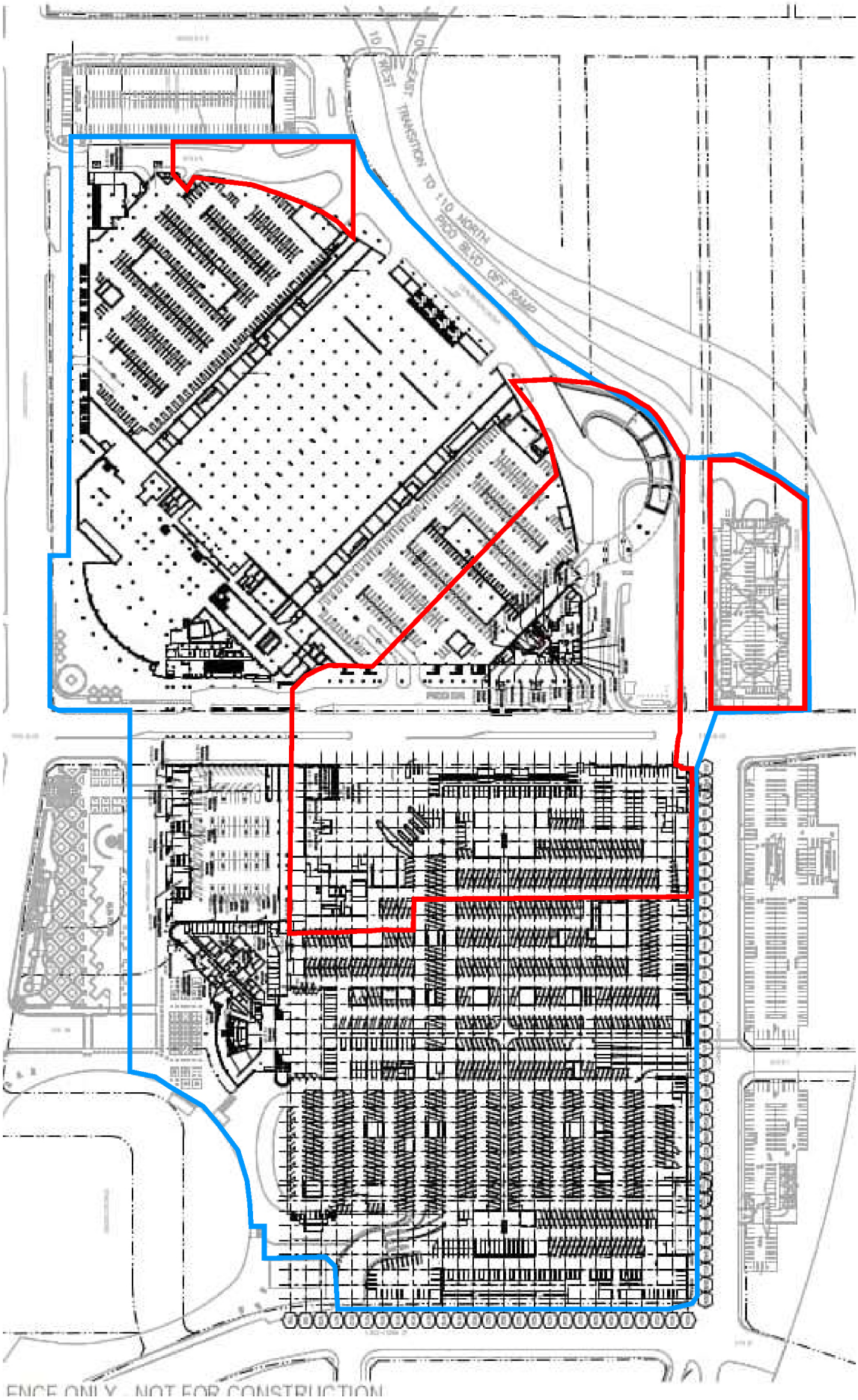
APPENDIX 01 – SITE PLANS

This Appendix provides site plans illustrating contractual boundaries for the Project. The Developer is responsible for incorporating these boundaries as they develop the design and phasing of the project.

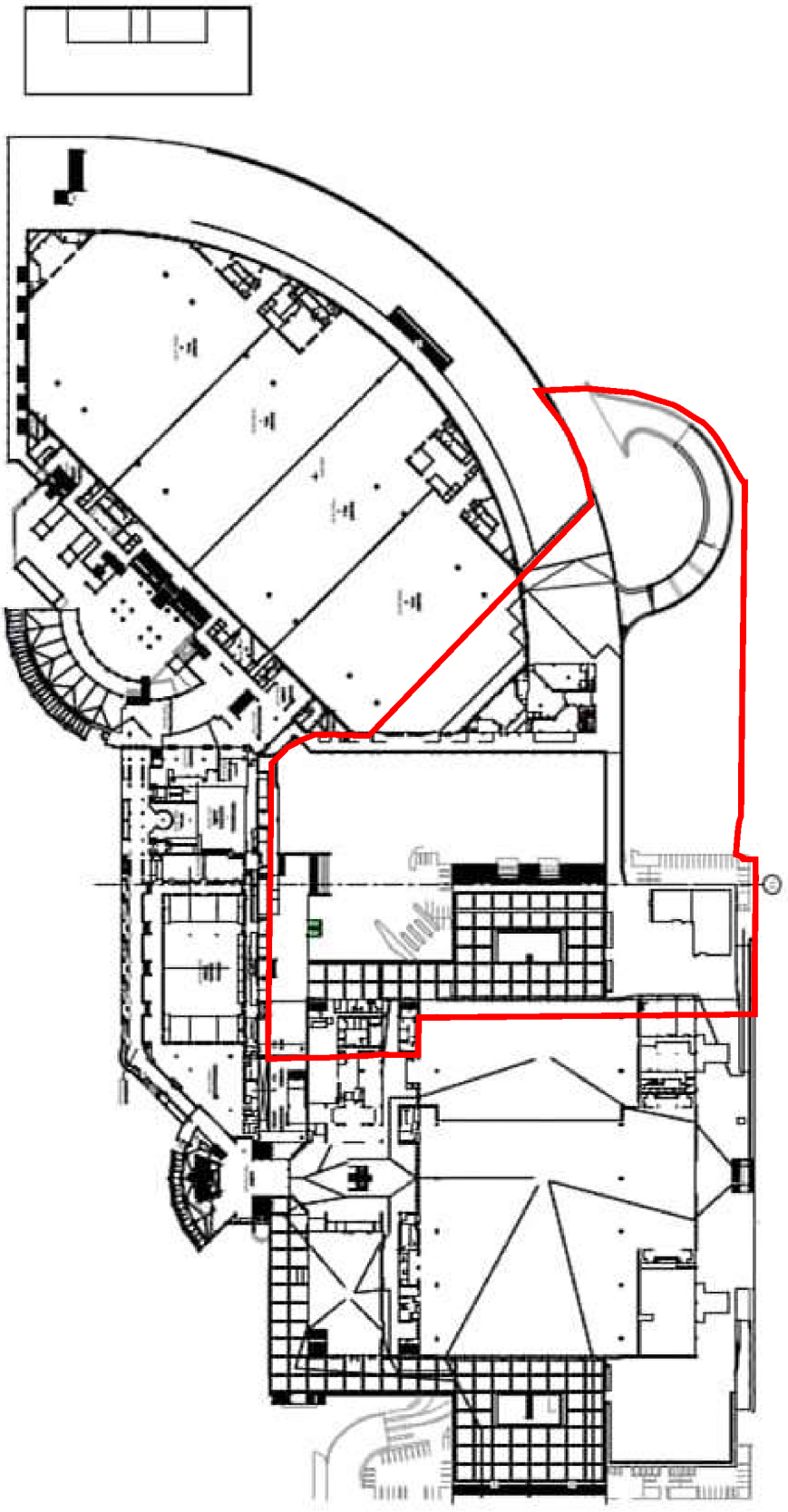
The following boundaries are illustrated in Appendix 01B Site Limits:

1. Expansion Limits (Red Line): The red line boundary indicates Developer exclusive use area required to undertake Expansion Work.
2. Project Limits (Blue Line): The blue line boundary defines the limits of the Project. Work undertaken within the Project Limits, outside of the Expansion Limits will be by agreement with Owner
3. LA28 EUP Expansion Site: The red line boundary indicates Developer exclusive use area throughout the LA28 Exclusive Use Period

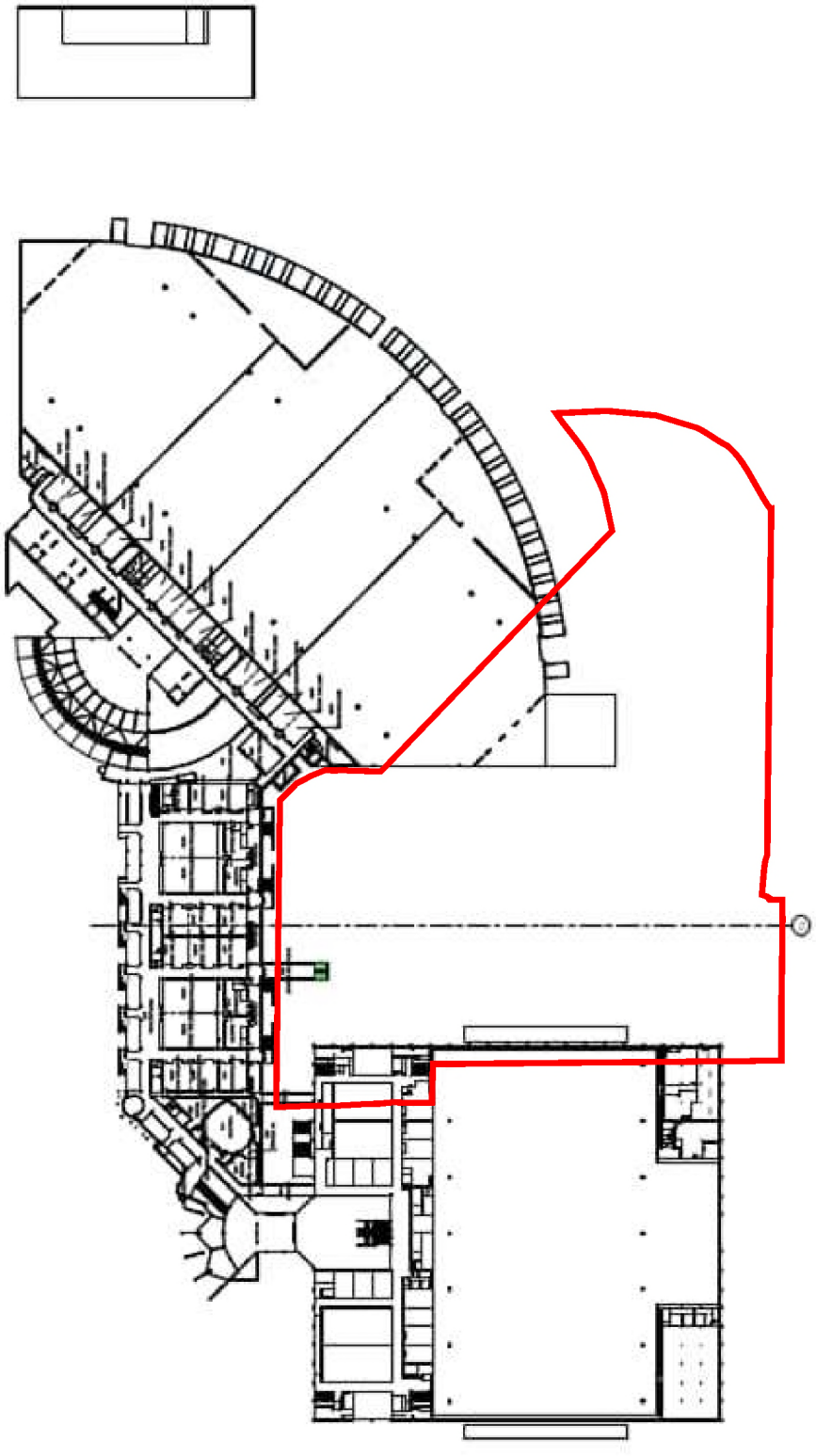
LEVEL 230 EXPANSION LIMITS & PROJECT LIMITS



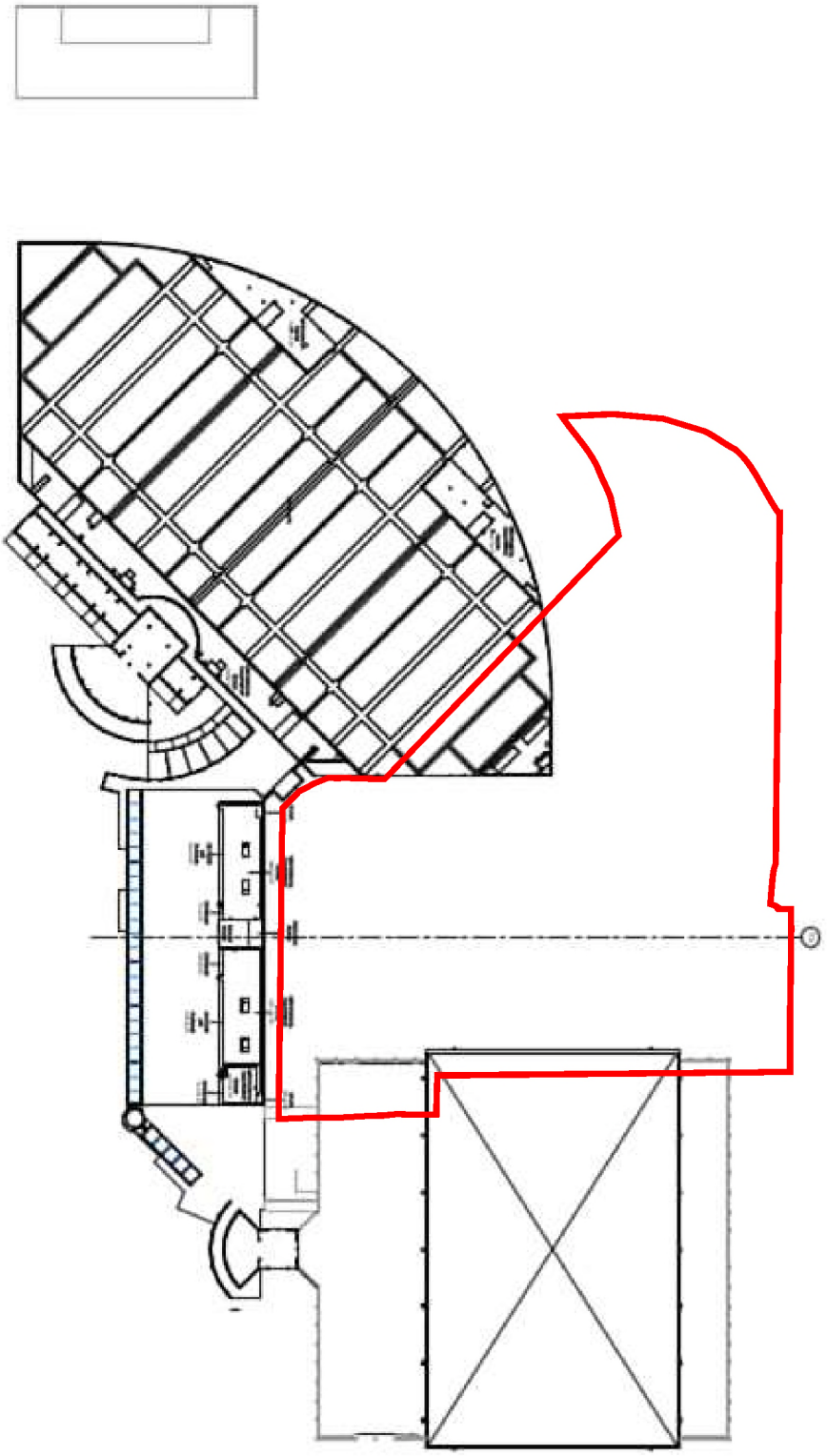
LEVEL 250 EXPANSION LIMITS



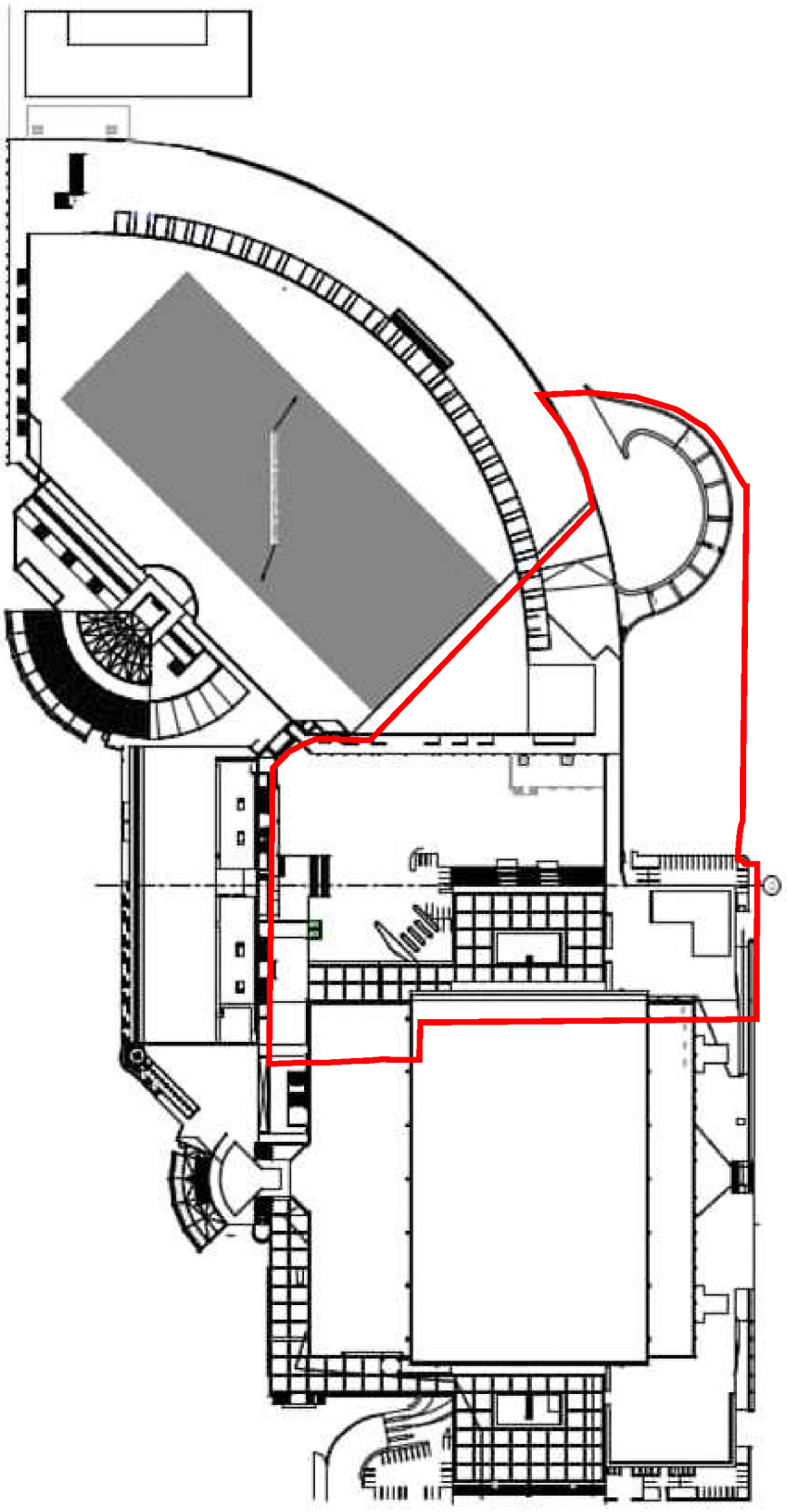
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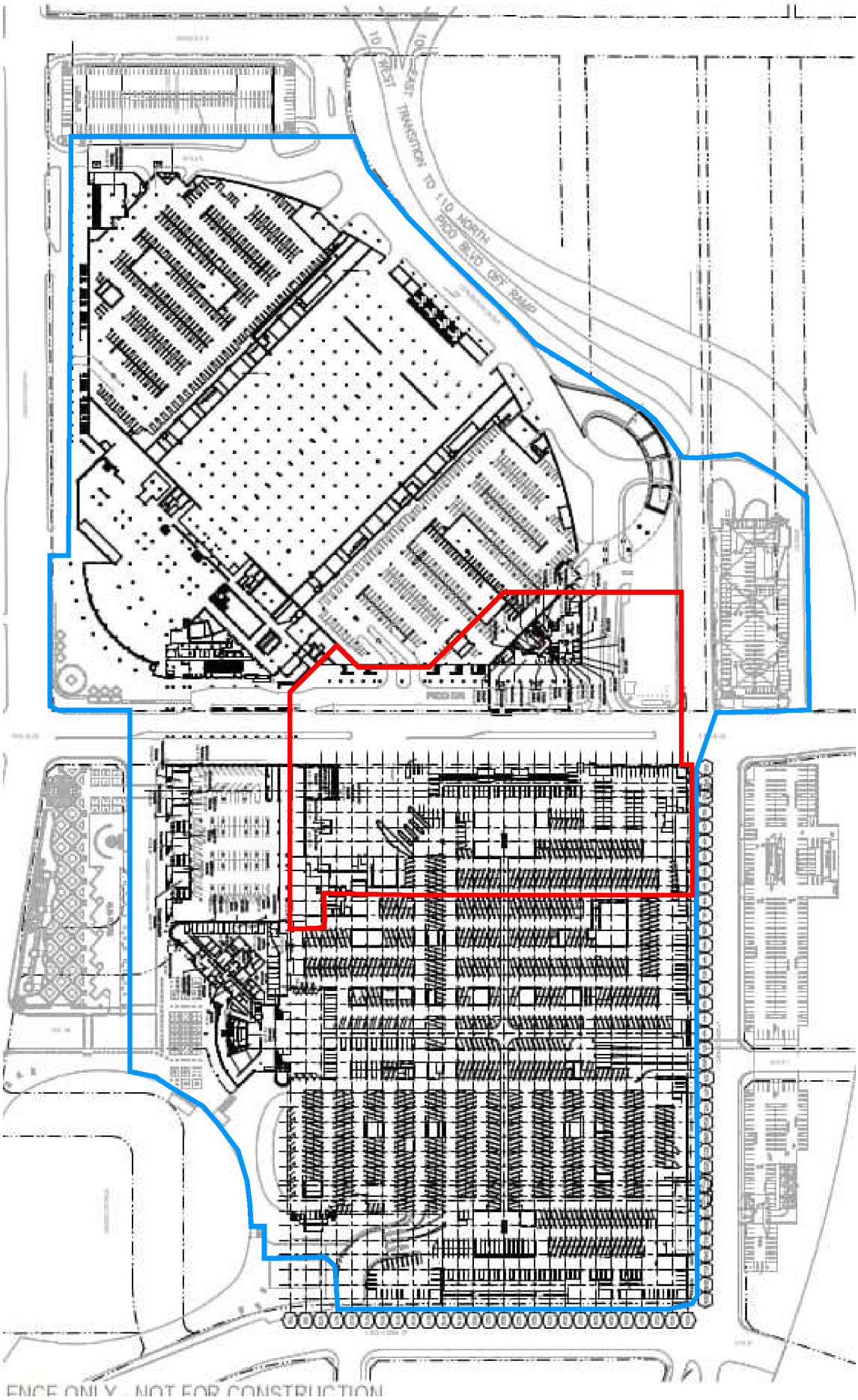
LEVEL 290 EXPANSION LIMITS



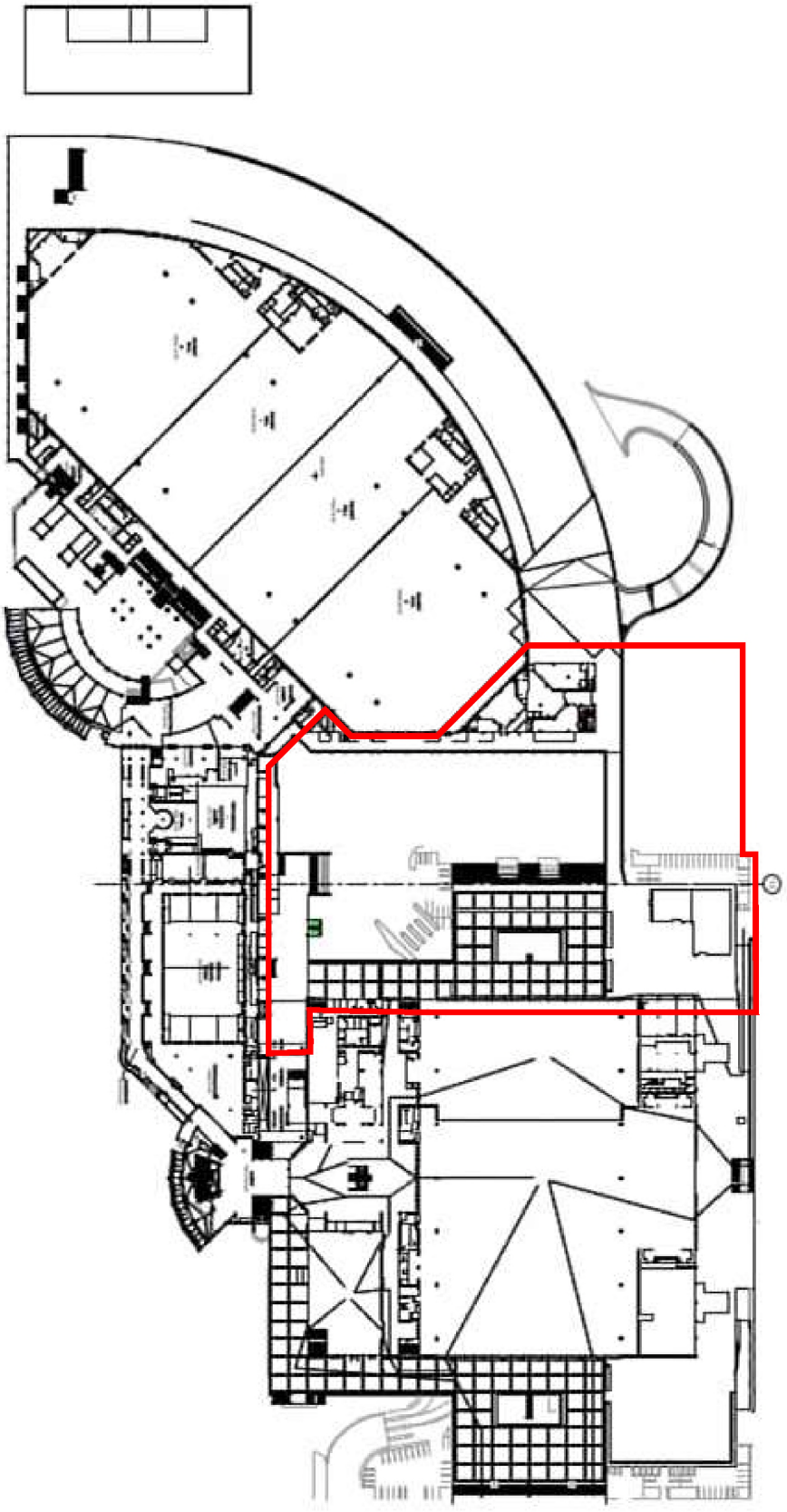
LEVEL 325 EXPANSION LIMITS



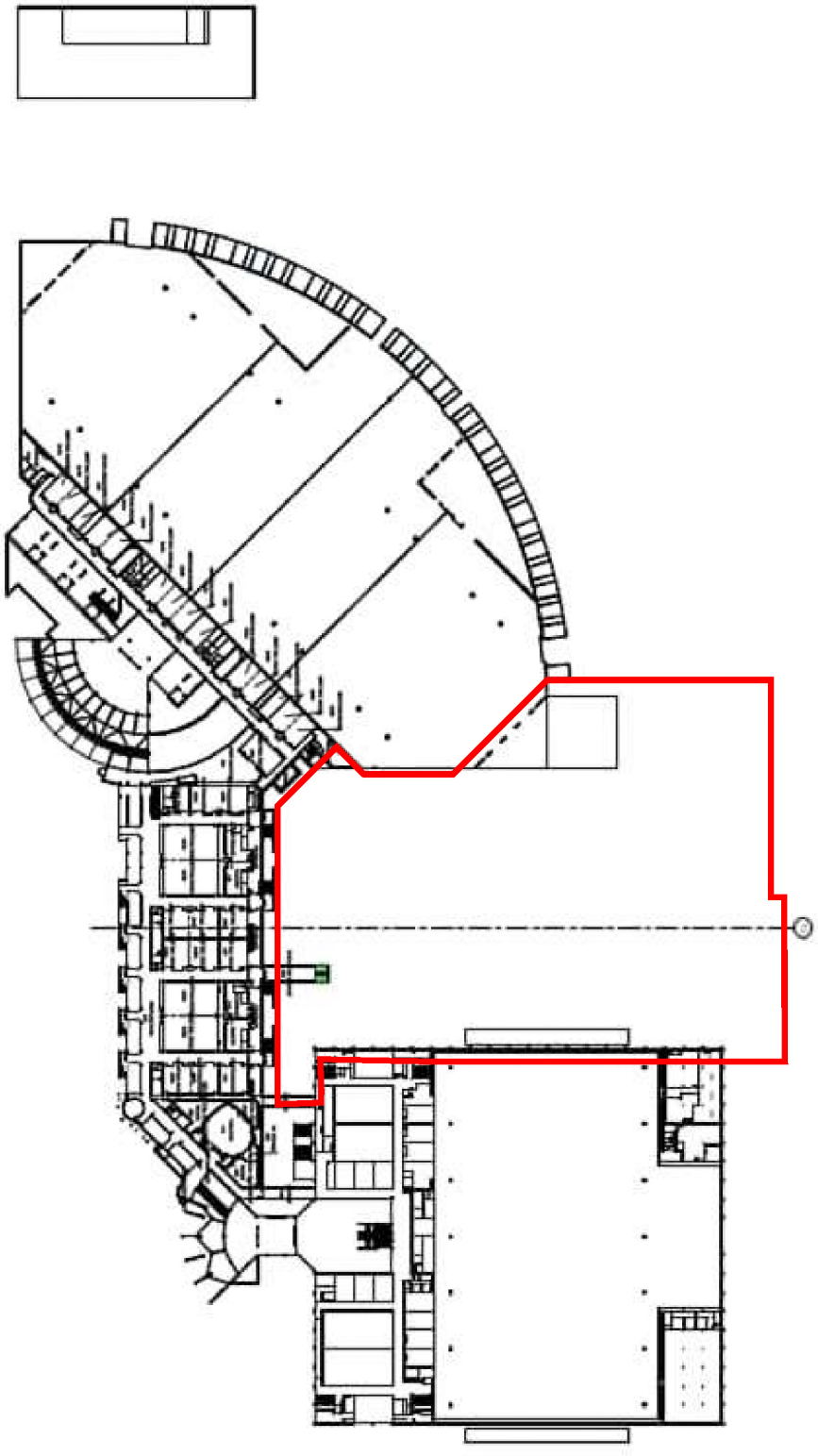
LEVEL 230 LA28 EUP EXPANSION SITE & PROJECT LIMITS



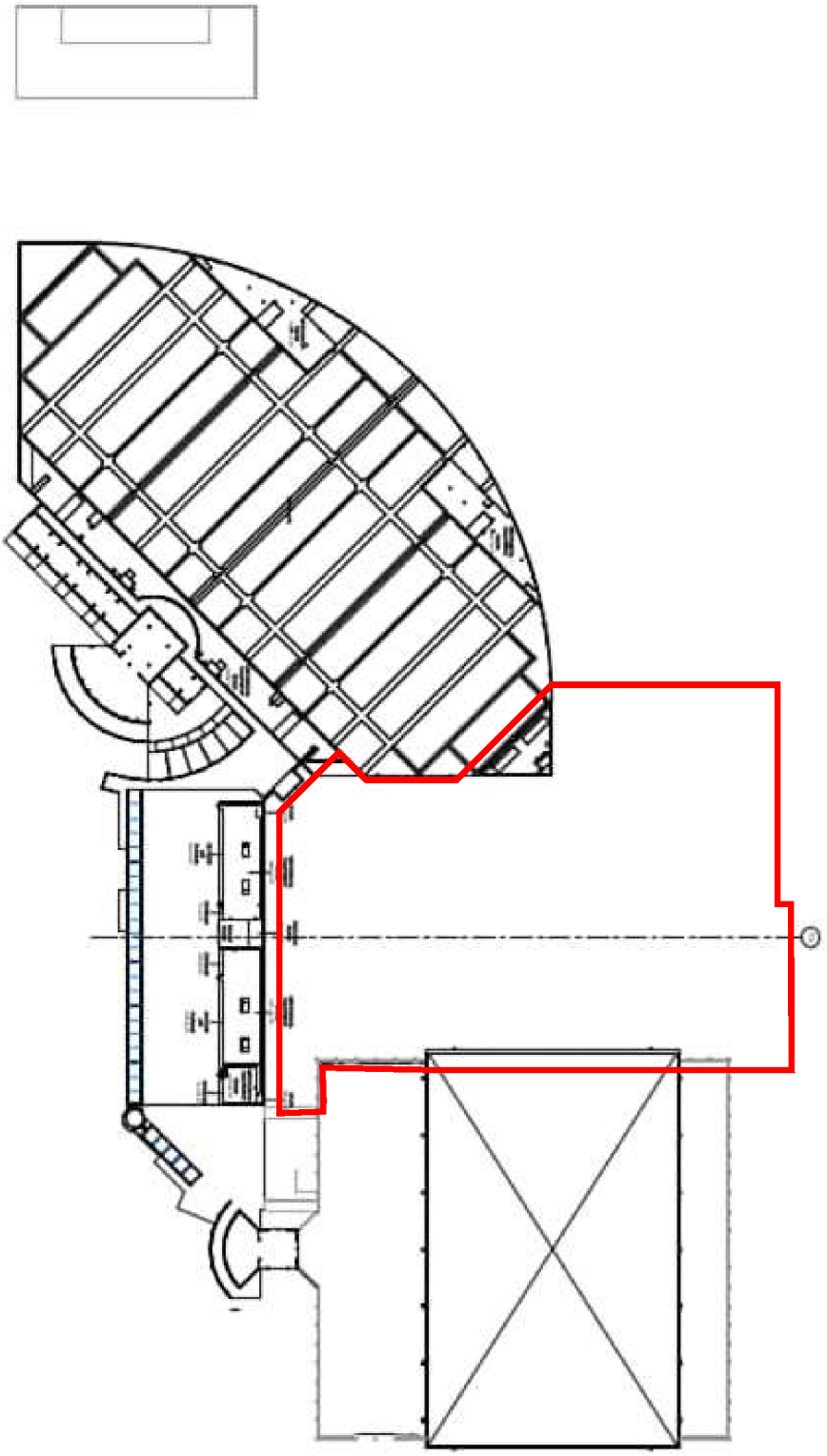
LEVEL 250 LA28 EUP EXPANSION SITE



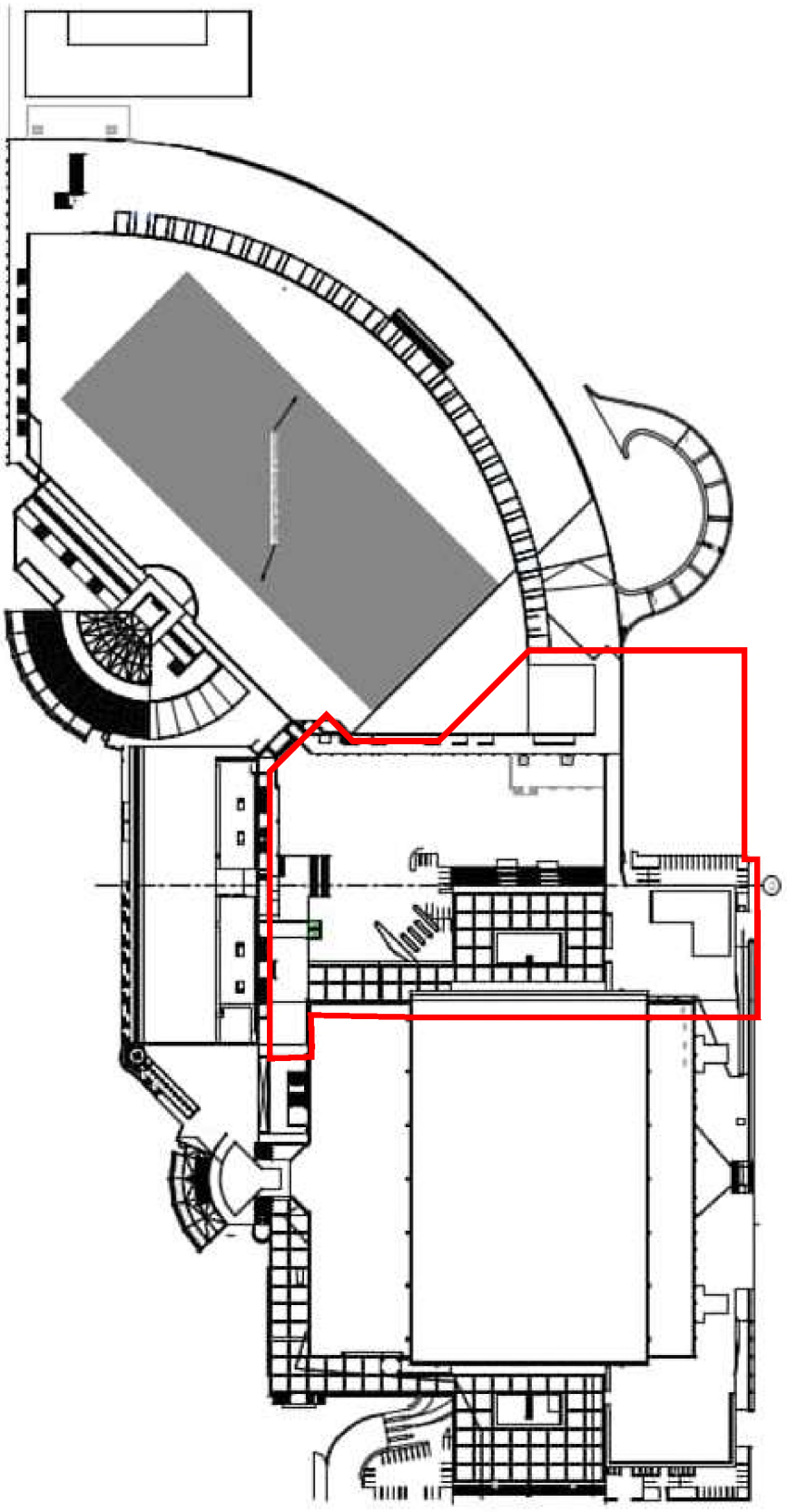
LEVEL 270 LA28 EUP EXPANSION SITE



LEVEL 290 LA28 EUP EXPANSION SITE



LEVEL 325 LA28 EUP EXPANSION SITE



VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 02 – SUBMITTALS

1.0 Design Review Stages

a) All Submittals related to Design Work must be submitted in accordance with the requirements set forth in Exhibit 11 (Submittals Review Process) and this Appendix 2 to the Technical Requirements .

b) Developer shall provide Design Document Submittals (including Critical Submittals, where applicable) in accordance with the Submittal Review Process described in Exhibit 11 of the Project Agreement and Section 2.5 of these Technical Requirements:

(i) 100% Design Development (100% DD)

(ii) 50% Construction Documents (50% CD)

(iii) 100% Construction Documents (100% CD)

(iv) As-Built Documents

c) Deliverables at each stage shall align with the requirements of Section 2.5 of the Technical Requirements (Work Submittal Review Process) and Exhibit 1 (Definitions) & Exhibit 11(Submittals) of the Project Agreement

2.0 Submittal Requirements

a) All Submittals shall be accompanied by a completed transmittal form as described in Exhibit 11, including a signed statement from Developer and its Contractor's Authorized Representatives confirming the Submittal's completeness and compliance. Where applicable, Submittals shall be designated as Critical Submittals. For engineering-related documents, the relevant licensed design professional shall provide stamped certification.

b) Developer shall submit sequential design discipline packages as part of the overall design review stage. The target dates and frequency of the design discipline package submittals shall be detailed in a design review schedule.

c) Each stage must reflect progression in design development and documentation to meet the following objectives:

2.1. General Requirements

a) All submittals shall include drawings, narratives, and specifications in electronic and hard copy formats.

b) Deliverables must be coordinated across all disciplines (e.g., architectural, structural, civil, mechanical, electrical, landscape, etc.) and reflect compliance with applicable codes and standards.

c) Submittals must adhere to minimum scale and formatting requirements for drawings, as specified in the attached submittals list.

d) All Final Design Document Submittals shall be certified in accordance with Exhibit 11, including signatures from the Project Manager, Design Manager, Quality Assurance Manager, Construction Manager, and responsible design professionals. Certification shall confirm the Submittal's completeness, compliance with the Contract Documents, and coordination across all disciplines. Design Quality Control certification is required prior to construction.

2.2. Design Development Stage (100%DD)

a) At this stage Developer shall submit:

(i) Basis of Design Narrative detailing design intent, codes, and performance criteria.

(ii) Drawings sufficient to support pricing and preliminary constructability reviews, including architectural layouts, structural concepts, MEP schematics, and landscaping.

(iii) Updated schedules for key materials, equipment, and systems.

2.3. Construction Documents Phase (50% CD and 100% CD)

a) Each phase shall include the following as a minimum, with increasing detail and coordination:

(i) Full sets of coordinated drawings for all disciplines.

(ii) Updated specifications, including Construction Specifications Institute (CSI)'s Divisions 02 through 48, as applicable.

(iii) Room and area schedules, including area summaries and compliance matrices.

(iv) Detailed plans, sections, elevations, and enlarged details illustrating design intent and construction requirements.

(v) Engineering calculations and system load analyses.

2.4. RTI – Ready to Issue (Key City Approval)

a) RTI refers to the status assigned by the City of Los Angeles Department of Building and Safety (LADBS) indicating that the design documents have passed plan check review and are approved for permit issuance. This milestone is classified as a Key

City Approval, in accordance with Exhibit 1 (Definitions) and Exhibit 11 (Submittals) of the Project Agreement and shall be documented for all relevant packages prior to preparation of IFC deliverables.

b) RTI status is not equivalent to Owner acceptance and doesn't relieve Developer of obligations under the Submittal Review Process

2.5. Permit Submittals (Key City Approval)

a) Permit Submittals shall be provided to Owner for information only, as outlined in Exhibit 11 of the Project Agreement. Owner will not review or approve these Submittals, nor shall its receipt imply acceptance or assumption of design responsibility.

2.6. Non-City – Governmental Approvals.

a) Submittals required for approvals or permits from Non-City Government Agencies shall be prepared and submitted by Developer directly to the applicable authority having jurisdiction (AHJ).

b) These approvals are considered Non-City Governmental Approvals in accordance with Exhibit 1 (Definitions) and Exhibit 11 (Submittals) of the Project Agreement. Owner shall not be responsible for review, approval, or sign-off on these submissions.

2.7. As-Built Documents

a) Developer shall submit final record drawings reflecting all on-site modifications, RFIs, and Change Orders and all other documents identified as "As-Built Documents" in the Submittals List (collectively, the "**As-Built Documents**")

2.8. LA28 Lookahead Reports

a) Developer shall submit a 24-month LA28 Lookahead Report, 18-month Lookahead Report, and 12-month Lookahead Report as per Technical Requirements Section 2.4.1.11 (Progress Reports).

3.0 Specific Deliverables by Stage

a) The attached document provides a comprehensive breakdown of minimum deliverables required for each design stage, including but not limited to:

(i) Architectural and structural layouts and details

(ii) MEP, Civil, and Landscape plans

(iii) Specialty systems (e.g., fire protection, IT/AV, security, vertical transportation)

(iv) Sustainability and energy modeling reports

(v) Accessibility, life safety, and code compliance analyses.

4.0 Submittal Review Process

a) The submittal review process shall align with the following:

(i) Owner Review Periods: Defined in Section 2.1 of Exhibit 11 of the Project Agreement, specifying response times for "for information," "for comment," and "for acceptance" submittals.

(ii) Shoulder-to-Shoulder Reviews: Informal collaboration during design stages per Section 2.1.6.2 of the Technical Requirements to accelerate and enhance submittal reviews. These reviews do not replace formal procedures required under Exhibit 11 of the Project Agreement.

(iii) Certification and Compliance: All submittals shall include the required certifications outlined in Exhibit 11 of the Project Agreement, with final design submittals signed by the Project Manager, Design Manager, and Quality Assurance Manager.

b) Submittals requiring Owner review will receive one of the following statuses:

(i) "A" – No exceptions taken

(ii) "B" – Make corrections noted

(iii) "C" – Rejected – Resubmit

(iv) "D" – Received and Filed

c) Submittals marked "C" must be revised and resubmitted. Developer may not proceed with any Critical Submittal until acceptance is received. For all other submittals, Developer proceeds at its own risk.

d) Developer shall not submit multiple Critical Submittals with overlapping Owner Review Periods unless agreed by Owner. Owner may extend review periods for simultaneously delivered Submittals in accordance with Exhibit 11.

5.0 Submittal Coordination

a) All deliverables must be reviewed and approved by Developer's design team before submission to the City.

b) Submittals must include a comment log tracking responses to prior review feedback.

c) Each milestone or permitting deliverable (excluding documents issued as a progress set) must be accompanied by a certification letter confirming compliance with accessibility and technical requirements.

6.0 Basis of Design Reports

a) Developer shall submit a comprehensive basis of design report at each design stage, addressing:

(i) Design criteria and assumptions

(ii) System selection and configurations

(iii) LEED and sustainability compliance

(iv) Third-party integration requirements

7.0 Other Submittals

a) Throughout the construction period, Developer shall provide additional submittals requiring review, input, and/or approval by Owner. These submittals are in addition to the formal milestone deliverables outlined in Section 1 and shall include, but are not limited to, items described in Table 1.0.

b) Developer shall also provide the Submittals identified below to Owner for acceptance. Such Submittals shall incorporate all comments from plan check reviews and reflect the final construction-ready state of the design. All documentation must be stamped and signed by licensed professionals.

Table 1.0 Submittals Requiring Owner Acceptance

Shop Drawings	Detailed drawings prepared by contractors, subcontractors, or suppliers that illustrate specific fabrication, installation, or assembly details.
Product Data and Cut Sheets	Manufacturer's specifications, performance data, and installation instructions for products or systems proposed for use.
Mock-Up Submittals	Details and schedules for physical or virtual mock-ups required for approval prior to installation.
Material Samples and Finishes	Physical samples of materials, finishes, or coatings for review and approval by Owner .
Request for Information (RFI) Responses	Documents clarifying design intent or providing supplementary information as requested by Developer.
Change Orders and Variations	Documentation detailing proposed changes to the scope of work, design, or materials requiring Owner input and agreement.

8.0 Submittal Requirements

a) Submittals must be prepared in accordance with the Technical Requirements and Project Agreement and issued in the agreed formats.

b) Each submittal shall include a cover sheet summarizing the submission, listing any required Owner actions, and indicating priority.

c) Submittals shall be made in a timely manner to allow sufficient review and feedback without delaying construction progress.

8.1. Log and Tracking

a) The submittal log shall be maintained within the project management control system (PMCS) and shall record all Submittal transactions, including Owner responses. Updated Submittal lists must be submitted quarterly as part of the Monthly Progress Report, per Exhibit 11.

8.2. Changes and Updates

a) Any changes resulting from submittals shall be reflected in the updated construction drawings or As-Built Documents, as applicable.

LACC EXPANSION AND MODERNIZATION - Submittal Requirements	
Minimum Design Submittal Requirements:	
1	The following deliverables are required for this Project:
	Required Design Deliverables: - 100% Design Development - 50% Construction Documents - 100% Construction Documents
	Construction/Permitting Deliverables (for information): - Pricing Documents ("Phase 2 Level of Design Development") - Enabling Works Documents: Foundations, Utility Relocation, CUP, Demolition, Temporary Exiting, Operations Relocation and South Hall Temporary Bracing (90% CD's) - Mill Order Documents - Structural Steel Connection Design Documents
	As Built Deliverables: Revised Design/Contract and Shop Drawings incorporating all revisions, on-site changes and as-built surveys that occur during the construction phase of the work.
2	All submittals shall be issued in electronic and hard copy format. Narratives and specifications shall be submitted in 3-hole ring binders, 8.5"x11" format with 11"x17" foldouts as necessary folded to 8.5" x 11". Large format drawings shall be provided, 30"x42" minimum. Electronic copy shall be provided on a USB drive or placed on a file-sharing site as approved by PWJV. Provide one printed (hard copy) of all narratives and specifications and one printed half-size copy of drawings.
3	PDF copies of each deliverable shall be provided with bookmarks for each page with the sheet number and sheet name indicated.
4	Drawings and other documents indicate the scale and relationships of Project components in conformance with the program / project requirements.
5	All drawings shall have a common title block. The title block shall include Project Name, Owner's Name, Architect and primary consultants, PWJV, area for Architect's/Engineer's Seal and Signature, Sheet Name, Sheet Number and Scale indication. The title block shall also include a Revision Table indicating the drawing issuance date and milestone (e.g. "50% Design Development"). Previous issuance dates and milestones shall be indicated in the table. In small font, to the far left of the sheet, a date and time stamp shall indicate when the drawing was printed.
6	Each deliverable shall be coordinated among all disciplines.
7	Scales noted herein are minimums. Enlarged plans shall be provided for areas where sufficient detail cannot be provided within the minimum scale noted.
8	The submittal schedule for all deliverables is defined in Exhbit 11 of the Project Agreement.
9	Development of the design shall continue concurrently with Developer and/or Owner reviews unless submital is identified as Critical Submittal. Incorporation of Owner comments shall be made to the in-progress design.
10	3D Modeling. Starting at DD stage, the project shall be modeled in 3D using Revit or similar. All models shall conform to the "Best Practices for Quantifiable Model" guidelines. Site improvements shall be modeled in Civil 3D or similar.
11	Enabling / Early Permit Packages shall be developed to Plan Check level in advance of the overall design in accordance with the Project Schedule.
12	Provide any documents required by AHJ's whether or not they are listed herein.
13	Provide a letter with the 100%CD deliverable, signed by the Architect of Record, certifying that all elements of design indicated on the drawings are ADA compliant (for Expansion and Renovation areas only).
14	Each item required in the previous phase shall be further developed and submitted as part of the subsequent phases. Include any changes to the design based on revised project requirements, requirements for construction, etc.
15	The progression of design development and construction documentation development must also consider the timing of materials as outlined in City of Los Angeles Bureau of Engineering document titled 'Architectural Division Consultant Guide dated September 15, 2015.
16	Do not include general notes or typical details that do not apply to the Project.
17	The 100%CD drawings will be utilized for any City or permit related applications. The drawings and documents at 100%CD must provide a level of completeness to satisfy the City of Los Angeles and any other jurisdictional authorities. Consultants are expected to satisfy any permitting and procurement schedule document/drawing/report requirements for the Project, as required.
18	Level of Information Need for each revision is defined below
	100% Design Development (DD) Drawings and specifications fully develop the design intent, including all major systems and components. All disciplines (architectural, structural, MEP, etc.) are coordinated to the extent that the design can serve as a reliable basis for pricing. Includes refined layouts, preliminary detailing, and updated schedules for key materials and equipment.
	50% Construction Documents (CD) Drawings and specifications advance the 100% DD documents, with systems and disciplines further coordinated. Includes detailed layouts and preliminary dimensions, as well as draft technical specifications. Focus is on developing sufficient detail for constructability reviews, cost estimating, and pre-permitting submissions.
	100% Construction Documents (CD) Finalized and fully coordinated set of drawings and specifications. All dimensions, details, and schedules are included, and all systems are integrated. These documents are deemed construction-ready.
	Ready To Issue (RTI) Final construction-ready documents issued for execution of the project. Incorporates any changes resulting from permitting or pre-construction reviews. These documents include all construction notes and details necessary for the contractor to execute the design as intended.
	As-Built Drawings Final record drawings that reflect all changes made during construction, including field modifications, RFIs, and change orders. These drawings document the project as actually constructed and are submitted to the owner as a final reference for the completed project.

LACC EXPANSION AND MODERNIZATION -Submittal Requirements

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
Not meant to be an all-inclusive list. Lists the minimum requirements for the deliverable.							
SPECIFICATIONS / NARRATIVES / OTHER (All Disciplines)							
1	BOD Narrative / Design Brief	X	X			None	Provided for each discipline for expansion, modernization and GLP: Structural, MEP, Information and Communications Technology, Envelope, Building Systems durability/maintenance performance, Kitchen Equipment, Vertical Transportation, Signage, Security, FF&E, Landscaping. Describes the design intent, applicable Codes and Standards, performance criteria, engineering parameters and assumptions. General description of primary materials, fixtures and equipment.
2	Technical Specifications-Table of Contents	X	X	X		None	List all Specifications-number, title, date and revision.
	Technical Specifications-General Requirements	X	X	X		None	Description to be developed. Coordinate with PWJV Exhibit B.
	Technical Specifications-Div 02-48	X	X	X		None	Produced in MasterFormat, current version. Divisions 02 through 48 (as applicable). Shall include minimum 3 acceptable manufacturers/materials for each finish, fixture, equipment, etc. Identify building materials, systems and finishes.
3	Renderings	X	X	X		None	Provide digital renderings. Update as required for each deliverable.
4	Fly-Throughs	X	X	X		None	Provide a virtual fly-through or similar virtual environment that conveys the general "look and feel" of the Project. Update as required for each deliverable.
5	Code and Fire-Life Safety Analysis/Report	X	X	X		None	Local Building Code analysis and conformance strategy report. Including but not limited to description and approach to the Code, building classifications, occupancy types, fire ratings, exit locations, travel distances, exit widths, number of exits, restroom requirements, smoke control/evac strategies, etc.
6	Accessibility (ADA) Report	X	X	X		None	Preliminary report with Pricing Documents. (For Expansion and Renovation areas only)
7	Sustainability Report / LEED Checklist	X	X	X		None	Provide proof of LEED registration and credit tracking documentation. Provide a checklist that includes all possible LEED points and indicates for each point "Yes/Maybe/No" status. Clearly identify points being used to achieve LEED Gold.
					X	None	Update on LEED credits tracking documentation. Updated LEED checklist identifying remaining credits to be obtained during construction phase.
8	LEED Certificate				X	None	LEED GOLD Certificate to be provided at completion of Project.
9	Energy Model Report	X				None	Develop basic model to test design alternatives and support design decisions. - Modeling will cover both the California Title 24 requirments and seperate LEED Energy Modeling efforts. Reporting: - CA Title 24 energy model report with narrative and inputs including a digital copy of the entire energy model. - LEED energy model report with narrative and inputs. Report on design alternatives tested, factors of significance, and areas of opportunity. - Utility Demand Consumption Requirements.
		X	X			None	Provide the above reporting for: - Refined model to reflect DD design docuements. Floor plans, lighting design/reductions and equipment will be reflected; but will/may still be more generic by space use type to allow design alternative testing - Models for CA T24 & LEED
				X		None	Provide the above reporting for: - Refined/Completed model to reflect CD design documents. Finalized Floor plans, lighting designcounts and final MEP equipment will be reflected. - Models for CA T24 & LEED Additional reporting: - Final CA T24 Performance Compliance Energy forms. - Final LEED Documentation for Optimized Energy Credit & Prereq; uploaded to LEED Online

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
10	Wind Tunnel Study		X			None	Digital Wind Study
11	Acoustic Strategy Report	X	X	X		None	Making reference to the relevant drawings and demonstrating compliance with acoustic standards. This shall include indoor ambient noise levels, airborne sound insulation and reverberation, analysis of external noise levels, and analysis of noise levels of legacy and new equipment.
12	Acoustics/Vibration Report	X	X	X		None	Comprehensive report reviewing proposed assemblies, conditions and control measures. Provide a strategy for testing and explanation of criteria to be employed. Identify any revisions to the report at each submittal.
13	Vertical Transportation Analysis	X	X	X		None	Comprehensive analysis reviewing VT strategy with reference to service volumes, flow and other considerations. Various circulation types to be details separately. Identify any revisions to the report at each submittal.
14	Comments Log	X	X	X		None	Provide Comment Log detailing all comments received from Owner and PWJV on prior drawing set. Log shall indicate status of each comment: Open, Closed or Further Discussion Required and a brief description of the status.
15	Program/TR Compliance Checklist	X	X	X		None	At each stage, PWJV will provide a matrix outlining all program/technical requirements. Design team to complete the matrix and indicate whether the design meets the requirement. Include an Area Summary Analysis indicating each Program Space and non-program spaces. Compare Required Net Area to Provided Net Area.
16	Soils Report	X	X	X		None	By APCLA
17	Traffic Study / Model	X	X	X		None	By APCLA
18	Hazardous Materials Assessment	X	X	X		None	By APCLA
19	Underground Utility Investigation	X	X	X		None	By APCLA
20	Management Reports (as required by the PPA, PA and TR's)	X	X	X	X	None	Management Reports will be authored by PWJV. Provide input as required, including narratives, to the Management Reports as they relate to design activities. Reports include, but are not limited to: Master Schedule, Project Management Plan, Quality Management Plan, Safety Plan, Hazardous Materials Management Plan, Vehicular / Pedestrian Control Plan, Phasing Plans, Approvals Strategy, Extended Warranty, Organizational Chart, Mock-Up Strategy, Equipment Plan, Outline Commissioning Plan and O&M Requirements.
21	Escalator Specification	X	X	X		None	
22	Elevator Specification	X	X	X		None	
23	Material Sample Boards	X	X	X		None	Provide sample boards (digital or physical formats are acceptable) indicating all major/typical interior and exterior finishes. Samples shall be labelled such that the proposed product can be referenced in specifications as well as on the drawings.

	GENERAL						
1	Cover Sheet	X	X	X	X	None	Project Name, Architect Name, PWJV, Primary Consultants, Milestone (e.g. "50% Design Development"), Date
2	Sheet index	X	X	X	X	None	Shall include a list of all drawings included in the set. Indicate sheet drawing number and scale for each drawing.
3	General Notes	X	X	X	X	None	Project Description, Project Area Summary, Building Type(s), Occupancy Type(s). List applicable Zoning Notes, Code Notes and other regulations. Abbreviations, Drawing Symbols, Material Legends, Vicinity Map, Area Map, Applicable Codes, Anticipated Variance/Requests for Modifications, Building and Space Occupancy Schedules, Listings of Utility Providers.

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
4	Accessibility	X	X	X	X		All accessibility notes, clearance requirements, general details, etc.
5	Building Grid / Dimension Control Plan	X	X	X	X	1"=64'	Noted on the drawings, with dimensions.
6	Typical Details	X	X	X	X	Varies	
	CIVIL						
1	Engineering Calculations	X	X	X		None	Preliminary Calculations with Pricing Documents. Updated calculations through DD's. Final Calcs with CD"s.
2	Title Sheet	X	X	X	X	None	General Notes. AHJ-required notes. Estimated earthwork quantities. Survey Benchmark noted. Abbreviations. Symbol Legend
3	Existing Site Plan / Site Survey	X	X	X	X	1"=80'	All existing buildings, facilities, contours, spot elevations, roadways, parking areas, walks, steps, walls, above/below grade utilities, or signs in the immediate area of the project site or relevant to the proposed work should be shown.
4	Demolition Site Plan	X	X	X	X	Varies	Site demolition scope
5	Horizontal Control Plan		X	X		1"=80' (overall) 1"=20' (detail)	Provide horizontal control points at building gridline intersections and centerline intersections. Identify Survey Benchmark(s). Limit of Work line.
6	Overall Paving, Grading and Utility Plans	X	X	X	X	1"=80'	Provide overall proposed plan(s) of the entire project. The following information may be indicated on the Overall Plan(s) or the detailed Paving/Grading/Utility Plans: - Limits of work area with Existing Conditions (all inclusive), and extent of site development - Summary of Site Area - Site Entrances - Future Expansion - Area of safe refuge (exterior) - Storm water management/storm sewer - Sanitary sewer system - Water mains - domestic use - Water mains - firefighting - Gas utilities - Back-up fuel system - Hydro utilities - District Energy, if used - Communication systems incoming services - Electrical supply for art lighting and signage - Site design features, also as related to sustainable design requirements - Existing utilities (sewer, storm drain, water, gas, electricity, telephone, CATV, vaults, etc.) - Indicate capacities and connection points for all systems. - Indicate layouts of the proposed site entries, service entries, emergency vehicle access, trash/recycling locations, roadways, access drives, parking areas, site utilities, fencing and building outlines.
7	Paving Plan	X	X	X	X	1"=40'	Hardscape vs. planter areas. Site features with focus on landscape/hardscape. Paving types, thickness, base. Coordinate with Landscaping plans.
8	Fine Grading Plan	X	X	X	X	1"=20'	Contours, pad and spot elevations shown at finish grade elevation. Top/bottom of curb and wall elevations. Drainage directions and slopes (indicate %). Site surface elements including lighting, furniture, bollards, buildings, manholes, catch basins, fencing, walls, etc. shown.
9	Utility Plans	X	X	X	X	1"=20'	Provide plans for domestic water, fire water, storm drain, sewer, other. Locate telecomm, electrical, gas lines and surface elements. Coordinate building POCs with MEPF/Low Voltage consultants. Show irrigation water POC's. Stormwater retention/detention/filtration systems. Pipe sizes. Manholes, cleanouts, catch basins, etc. Note abandon/remove/reroute for existing lines, duct banks, tanks, equipment etc. as applicable.
			X	X	X		Pipe Inverts and Slopes. Pipe Material type and grade. Manhole sizing. Pipe Crossing/Interference Invert information.
10	Low Impact Development Plan	X	X	X	X	1"=80' (overall) 1"=20' (detail)	Plan showing compliance with City's storm water management requirements.
11	Erosion Control Plan / SWPPP	X	X	X		1"=80' (overall) 1"=20' (detail)	Describe and layout erosion and dust control measures and stormwater management. Construction entrances, truck wash, concrete wash-out, storage areas, runoff discharge points, storm drain inlet protection, sandbags/fiber roll, curb inlet protection, stockpile locations/requirements, etc.
				X		1"=80' (overall) 1"=20' (detail)	Provide layout for each construction phase if required by the AHJ.
12	Civil Details	X	X	X	X	Varies	Provide all general and unique details required for construction of the Civil scope. Erosion Control, Storm/Sewer/Water, trenching, SUSMP, paving, site retaining walls/foundations, etc.
13	Native Civil Engineering Models					1"=1"	Civil engineering building information model(s) in their native format
	DEMOLITION						

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
1	Overall Demolition Plan	X	X	X		1"=100'	
2	Demolition and Protection Plans	X	X	X		1"=20'	Show all existing conditions with callouts. Clearly identify items to be removed, abandoned in-place or protected. If necessary, provide separate protection and demolition drawings for clarity. Plumbing demolition plans should also be developed.
3	Demolition Details		X	X		Varies	Provide enlarged plans and details as required for demolition in areas that cannot be adequately documented on overall plans.
	LANDSCAPE ARCHITECTURE						
1	Existing Tree Plan	X	X	X		1"=80'	Identify all existing trees. Distinguish Street Trees from private trees. Trees to be removed. Trees to be demolished. Trees to be salvaged, boxed and re-planted. Tree protection plan and details.
2	Overall Reference Landscape Plan	X	X	X	X	1"=80'	Provide a plan with references to all areas and spaces.
3	Layout Plans			X	X	1"=20'	Provide dimensions, radii, etc. from established reference points for all hardscape and site elements.
4	Landscape Plans	X	X	X	X	1"=20'	Clearly show all trees and shrubs, indicated with unique symbols for each type. Indicate groundcover and mulch areas with unique hatching symbols for each type. Provide separate tree and "understory" plans if necessary for clarity. Provide separate plans for on-structure landscaping, green roofs, etc.
				X	X	Varies	Fully described accessibility details.
5	Soils Plan	X	X	X	X	1"=80'	Areas called out with hatching for soil types and depths for trees and groundcovers.
6	Hardscape Plans	X	X	X	X	1"=20'	Plans showing paving, walls, fences, site furnishings, site features etc. Callouts to tie to schedules. Coordinate artwork requirements.
7	Construction Schedules and Notes for Hardscape and Site Furnishings	X	X	X	X	None	Provide Paving, Wall, Fence, Railing, Site Furnishings, Bike Racks, Railing and other schedules as required. Schedules shall provide detail references, material description, finishes, colors, etc. Identify quantities of each material type.
8	Landscape Schedules / Legends for Softscape	X	X	X	X	None	Tree, Shrub, Mulch and Groundcover schedules identifying all types with botanical name and common name. Indicate plant size and quantity based on the landscaping plans. Tree and shrub quantity shall be EA. Groundcover quantity shall be SF for plugs/flats and EA for 1 gal or larger.
9	Irrigation Plans	X				1"=80'	Extent and type(s) of irrigation. Provide notes indicating design intent for irrigation system(s).
			X	X	X	1"=20'	Detailed piping layout with sizes. Sprinkler/drip irrigation layouts. Controller location(s). Sleeving layouts.
10	Construction Details	X	X	X	X	1"=10'	Provide all general and unique details necessary for the landscape, hardscape and irrigation construction. Paving, railings, site lighting, planting section details, planter details and sections, fencing, edging/curbs, site furnishings, etc.
11	Water Feature Drawings	X	X	X	X	3/16"=1'	If required.
12	Landscape and Site Lighting Plans	X	X	X	X	1"=20'	Coordinate with electrical site plans
13	Native Landscape Models					1"=1"	Landscape building information model(s) in their native format
	LIFE SAFETY						
1	Life Safety Plans - Overall	X				1"=64'	Provide: 1. Code data (use group, height, stories, allowable area, suppression, and construction type. 2. Fire Resistance Rating Information 3. List UL assemblies 4. List of anticipated building code variance requests 5. Develop temporary egress plan to align with phasing 6. Preliminary smoke evacuation criteria
			X	X	X	1"=64'	1. Code drawing refinement 2. Provide preliminary fire protection and life safety report, including, but not limited to, initial exit analysis, life safety narrative, code modification analysis and identification for review with local authorities. 3. Resolution of temporary egress
				X		1"=64'	1. Code drawing refinement for temporary egress and construction phasing
	ARCHITECTURAL						

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
1	Architectural Site Plan	X	X	X	X	1"=80'	Provide a full ground floor plan including: - Limits of work area with Existing Conditions (all inclusive), and extent of site development - Site Entrances - Future Expansion - Area of safe refuge (exterior) - Parking Locations including area, layout, and number of parking spaces required) - Existing/Proposed Conditions - Hard/Softscape Areas/Features - Access/Egress driveways, roadways and ramps including: treatment of approach to entrances, safety features, lighting, etc. and their relationship to public streets or thoroughfares - Vehicular drop-off and street right-of-way improvements - Vehicular, bicycle and pedestrian circulation plan - Additional Site features, including natural features, storm water management structures and design of outdoor spaces, location of art work, bicycle parking areas, etc. - Line of deterrence and physical security elements. - All existing trees on-site. - Stairway locations - Waste and recycling collection locations - Bus Stops, Bus and Taxi Drop-off, and Shelter (if required) - Relationship of interior to exterior with building entries, service entrances, loading platforms, fueling islands, janitorial access, trash and recycling access routes, etc. identified. - Legally required exits and fire department access showing turnarounds, width, code compliance verification, fire dept. connection point - Major mechanical or electrical equipment - Setback requirements and impact on fire resistive requirements
				X	X	1"=32'	Updated Architectural Site Plan
2	Schedule of Accomodation	X	X	X	X	N/A	As required to fully define the Project, to include: i) Completed area schedules, to detail all spaces to be provided in each building and cross-referenced back by Room numbering to the 1:100 General Arrangement floor plans; ii) Schedule to include for all areas (including plant, circulation and internal wall areas) so as to summate to total as drawn Gross Internal Floor Area (GIFA); iii) To include all spaces across the site, clearly identifying those outside of the project; iv) A comparison of existing and proposed against the brief;
3	Site Accessibility Plans	X	X	X	X	1"=64'	
4	Overall Architectural Floor Plans	X	X	X	X	1"=64'	All architectural plans with room layouts, color coded. Circulation flows and important adjacencies. Provide for every level of the facility, including partial basements/vaults, penthouse and roof levels. All grids, walls, doors, stairs, shafts and envelope with detail reference bubbles. Call out section cut and elevation location and references.
5	Slab Plans			X	X	1"=8'	Plans showing edge of slab locations, slab steps, pits/trenches, pads and curbs, etc. with dimensions to gridlines.
6	Architectural Floor Plans	X	X	X	X	1"=8'	Provide for every level of the facility, including partial basements/vaults, penthouse and roof levels. Include the following: - All walls and partitions in actual thicknesses. Fire ratings/separations noted. - All program and non-program rooms/areas named. - Preliminary room number system with a matrix to translate schedules, lists and room data sheets numbering. - Floor finish type and location in all areas. - All millwork/casework and critical FF&E layouts. Differentiate between movable and fixed furniture and equipment. - Fire extinguishers/cabinets/AED devices. - Elevator and stair reference numbers. - Integration of structural, mechanical, electrical, IT, AV and security systems/devices in terms of rooms, columns, shafts, risers, etc. in sufficient detail to demonstrate that functional layout and accommodation schedule net area requirements are compliant. For clarify, all risers for storm, sanitary, and water must be coordinated with the wall thickness to ensure space provided is sufficient. - Include and identify final selection of mechanical and electrical fixtures (e.g. water closet carriers, light fixtures, etc.) into the design/model to properly represent their spatial allocations as well as any support requirements for mounting. - Location and dimension of all existing interior walls being retained. Existing walls to be shown graphically distinct from new wall construction.
		X	X			1"=16'	Provide: 1. All floor plans 2. Enlarged plans at elevation changes (such as stairs) 3. Enlarged plans at toilet rooms 4. Reflected ceiling plans 5. Wall types, fire ratings, smoke control zones 7. Defined serving, & kitchen facilities 8. Important interior elevations 9. Details of unique features 10. Preliminary finish schedule 11. Preliminary door schedule 12. All room numbers
				X	X	1"=8'	Full dimensions. Layout of all spaces. Material symbols. Floor material changes. Expansion Joints. Low/Movable Partitions.
7	Room Layout Plans	X	X	X	X	1"=4'	Provide enlarged floor plans, reflected ceiling plans and elevations for key spaces as required. Provide notes related to materials and design. Large scale drawings are required for the following spaces (at a minimum): Exhibit Halls, Meeting Rooms, Kitchens/Pantries, Toilet Rooms and other areas of special design.
8	Reflected Ceiling Plans	X	X	X	X	1"=32'	Major finishes, fixtures shown and called out.
			X	X	X	1"=8'	All walls and partitions in actual thicknesses. All program and non-program rooms/areas with room numbering codes. Ceiling finishes-type & extent. Integration of all devices including mechanical, electrical, IT, AV, security, etc. Access panels/hatches. Soffits with detail callouts. Other ceiling-mounted equipment. Exit signs.

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
9	Event Layout Plans	X	X	X	X	1"=16'	Plans for each event space (Exhibit Hall, Meeting Rooms, MPS). Booths, chairs, tables, etc. Multiple configurations - banquet, keynote, etc.
10	Overall Building Sections	X	X	X	X	1"=32'	Transverse and longitudinal (E-W and N-S) elevations showing the overall building in cross section. Provide multiple sections as necessary to adequately describe the project. Indicate all grids, floor elevations and envelope types. Major room names and ceiling locations. Fire separations. Provide: 1. All floor elevations w/dimensional heights 2. Typical wall sections 3. Details of unique features 4. Expansion joint locations 5. Typical wall sections
11	Enlarged Wall Sections		X			1"=8'	Provide detailed sections for major/typical areas of the building. Relative thickness of floors/walls with fire separations. Major floor elevations, including below grade. Finish grades. Relationship to site contours and other important site elements. Elevations beyond. Room numbers/names. Provide: 1. All floor elevations w/dimensional heights 2. Typical wall sections 3. Parapet & coping details 4. Roof & drainage plan 5. Exterior door details 6. Typical window details 7. Details of unique features 8. Expansion joint locations 9. Large scale building cross-sections 10. Parapet & coping details
				X	X	1"=8'	As described above plus: Completed ceiling space coordination; vertical dimensions; all floor elevations; rooftop equipment and wall section designations. 1. Roof-mounted equipment 2. Roof details 3. Exterior details 4. Flashing details 5. Control joint definition & details
12	Overall Elevations	X	X	X	X	1"=64'	Provide elevations for all four sides of the building and other major elevations as necessary. Show all grids, floor elevations and envelope.
13	Exterior Elevations	X	X	X	X	1"=16'	All four sides. Indicate materials for all areas with legend and notations identifying extent and type of all proposed glazing and cladding materials. Differentiate between differing vertical plans with line weights or shadows. Show finish grades and major floor elevations, including those below grade. Indicate section cut locations and references. Significant plantings/site elements. Exterior building signage.
14	Exterior Details	X	X			1"=4'	Provide representative section and plan details of major/typical exterior wall, roof, soffit and floor slab assemblies. Show features such as glazing, parapets, soffits, etc. Details will indicate proposed components of assemblies and will be referenced to other drawings.
				X	X	1"=4'	As noted above plus: Window/Door types/numbers; Wall material indication; Coping materials & detail callouts; Top of foundation/wall line; Floor lines; Vertical dimensions; Signage; Section lines; Column grids; Louvers; Stairs/ramps; Light fixtures; Other MEP equipment.
				X	X	1"=1'	Provide section and plan details of all exterior wall, roof, soffit and floor slab assemblies and conditions. For clarity, provide detailed sections of plenum construction indicating proper details interfacing with plenum walls and exterior envelope as well as any thermal bridging requirements.
15	Stair Plans, Sections and Details	X	X	X	X	1"=8'	
16	Other Enlarged Details			X	X	1"=1'	Provide section and plan details of all conditions as required for construction. Include dimensions and callouts for all elements.
17	Toilet Partitions/Accessories			X	X	1"=4'	Plans, details and schedules.
18	Wall Types/Partition Schedule	X	X	X	X	Varies	Provide a Partition Schedule for each partition type, noting Partition Tag, Fire/Acoustic Rating, Framing, Sheathing Layers/Type, Stud Spacing and Gauge. Provide section details for each partition type with dimensions and callouts. Provide head/plan/base condition details for all partitions. Note: Partitions are not a design-build element unless previously approved by PWJV.
19	Finish Schedule	X	X	X	X	None	Include a minimum of three options for each finish. Matrix indicating all finishes for each room. Flooring and base, wall finish by elevation, ceiling finish, etc. Ceiling heights.
20	Interior Elevations	X	X	X	X	1"=8'	Provide interior elevations of for all spaces. For clarity the following at a minimum: - Provide interior elevators for all typical spaces showing all devices (i.e., washrooms) - Provide interior elevations for all non-typical spaces showing all devices required for mechanical, communication, electrical, security, lighting, etc.; and the spatial coordination with each other. - Properly indicate all required adjacencies on the drawings
			X			None	Provide a door schedule indicating the following for each door: - a unique number for each door - door and frame type - size - finish - hardware category - fire/acoustic rating, etc.

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
21	Door Schedule			X	X	None	Provide a door schedule indicating the following for each door: - a unique number for each door - door and frame type - size - finish - hardware type - fire/acoustic rating, etc. Provide door head/sill/jamb details for various conditions. Provide a description of the sequence of operations for each door. For clarity, describe how the door functions when presented with an access card. Final descriptions to be prepared/reviewed with the door hardware consultant and security consultant.
22	Window Schedule		X			None	Provide for every window. Each window shall have a unique number. Indicate window glazing and frame type, size, finish, fire/acoustic rating, etc.
				X	X	None	Provide the information above plus: window head/sill/jamb details for various conditions.
23	FF&E Schedule	X	X	X	X	None	Provided by APCLA. Provide a matrix of all furniture, fixtures and equipment. Location, quantities, manufacturer/model and other relevant information. Matrix shall indicate OFOI, OFCI or CFCI.
24	Other Schedules	X	X	X	X	None	As required
25	Mock-ups	X	X	X	X	Varies	Provide plans, elevations, sections and details for each mock-up required. Indicate if mock-up is in-situ or standalone. Include fully-resolved construction details and methods.
26	Temporary Emergency Egress Plans	X	X	X	X	Varies	Layout of exit paths to egress each space, out of the building and onto the street.
27	Rigging Plans	X	X	X	X	Varies	Layout of attachment points in Exhibit Halls, MPS, lobby(s) and pre-function spaces.
28	Freight Access & Circulation Plan	X	X	X	X	Varies	Layout of designated freight paths for freight, production and F&B from truck docks to various spaces in the building. Plan to include clearance dimensions and turning radii.
29	Temporary Freight Access & Circulation Plan	X	X	X	X	Varies	Layout of designated freight paths for freight, production and F&B from truck docks to various spaces in the building during construction. Plan to include clearance dimensions and turning radii.
30	Storage Plan	X	X	X	X	Varies	Layout demonstrating how new/additional FF&E will be stored in the building, with special attention to the MPS.
31	Incorporate Modernization Elements	X	X	X	X	None	
32	Native Architectural Models	X	X	X	X	1"=1"	Architectural building information model(s) in their native format

	STRUCTURAL						
1	General Notes and Details	X	X	X	X		Symbols Legend. Abbreviations. Codes and Design Criteria. Concrete/Steel/Rebar/PT/CMU General Notes and Details. Design Criteria for Pre-Engineered Structural Elements/Deferred Submittals. Summary of preliminary structural loads.
2	Overall Structural Plans	X	X	X	X	1"=64'	
3	Structural Floor Plans	X				1"=8'	Provide the following: - Foundation plan showing preliminary below-grade work. - Floor framing plans for each level, including partial basement/vault, penthouse and roof. - Provide parameters for each structural element: Concrete dimensions; Rebar and PT weights (per SF, per CY, etc.); structural steel weights, etc. Structural parameters shall include laps, splices, dowels, trim bars/steel, connections, stiffeners, angle braces, edge conditions, etc. Parameters shall not include support rebar or temporary construction steel. - Identify seismic/expansion joint locations and preliminary size. - Provide plans showing structural improvements to the existing facility. - Provide additional sketches, narratives, etc. to indicate structural design intent for areas not yet detailed. Plans shall include: grid system, columns, load-bearing walls, shear walls, foundations and related items. Clearly identify the proposed connection details to the Existing Facility and any structural improvements to the Existing Facility that will be required, including expansion joints, structural roof plan, and slab openings.
			X			1"=8'	Provide the following structural floor plans: - Foundation framing plan with all typical/major structural sizes/shapes sized and identified - Structural Framing Plans (including roof) for each level with all typical/major structural sizes/shapes sized and identified Provide schedules for all beams, slabs, columns, foundations, etc. Provide mill order structural set. - Structural system plans for vertical transportation issues, catwalk system design, primary framing for fall arrest system design and rigging loads - Details of any special conditions, including descriptions of all conditions considered, including but not limited to seismic conditions and environmental conditions - Sections/elevations showing all structural elements of the proposed work - Slab openings and any required pits, with dimensions - Expansion joints located, sized and detailed - All legends and schedules - Temp bracing for So Hall construction
				X		1"=8'	Provide structural parameters for all elements not yet detailed. Provide Structural Steel Connection Design Package

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
					X	1"=8'	Completed structural design for all elements. Finalized structural loads.
4	Design Loads-Loading Plans	X	X	X	X	1"=64'	Provide Loading Plans for each level.
5	Structural Building Sections	X	X	X	X	1"=16'	Provide structural sections at locations as required to convey the relationship and interaction of the structural members, levels and other key features.
6	Structural Elevations	X	X	X	X	1"=8'	Provide elevations of the structural shear elements (shear walls, braced frames, moment frames), steel trusses, critical locations, etc. Indicate quantity allowances and parameters if not indicated elsewhere.
					X	1"=8'	As noted above, plus: Callout member sizes, detailed rebar information, etc. in lieu of allowances and parameters. Provide detail reference bubbles.
7	Structural Details	X				Varies	Provide indicative structural details for special conditions. For example, connection details to the existing facility.
			X	X	X	Varies	Provide detailed plans, sections and elevations as required for typical and unique conditions for all elements including shear walls, concrete beams/slabs, columns, steel connections, CMU, foundations, slab on grade, retaining walls, stairs, etc. Preliminary details at 100% DD, update at 50% CD, final at 90% CD. Unless noted otherwise above. Note: structural connections are not a design-build element unless previously approved by PWJV.
8	Isometric Views	X	X	X	X	None	
9	Structural Calculations			X		None	
10	Native Structural Models	X	X	X	X	1"=1"	Structural building information model(s) in their native format

	FIRE PROTECTION						
1	Fire Protection Narrative					None	Narrative sufficiently detailed and suitable for issuing for design-build FP proposals. Include assessment for fire pump modifications / replacements.
2	Fire Protection Legend and Notes	X	X	X	X	None	Abbreviations. Symbols Legend. General Notes.
3	LADWP Pressure Flow Report	X				None	Provide a Los Angeles Department of Water and Power (LADWP) pressure flow report documenting adequacy of serving utility. Utilize pressure information to determine if a fire pump is required.
4	Fire Prevention Overall Demo Reference Plan	X	X	X	X	1"=64'	Provide a fire prevention reference plan for each level of the facility including the roof: -Identify existing fire sprinker zoning and zones that will demolished/modified by the expansion & modernization. -Identify all fire prevention equipment space locations -Provide basic layout of major equipment/connections including: -the location of main fire service utility connection -location of fire service entrance(s) and sprinkler piping layout
5	Fire Prevention Demolition Enlarged Plans	X	X	X	X	1"=8'	Provide enlarged demolition plans illustrating the location and process for disconnection of any fire prevention systems to be removed.
6	Fire Prevention Overall Reference Plan	X	X	X	X	1"=64'	Provide a fire prevention reference plan for each level of the facility including the roof: - Identify existing to remain and proposed fire sprinker zoning and zones that will support the expansion & modernization - Identify all fire prevention equipment space locations - Provide basic layout of major equipment/connections including: - the location of main fire service utility connection - location of fire service entrance(s) and sprinkler piping layout
7	Fire Protection Riser Diagram	X	X	X	X	None	Provide a riser diagram for the fire prevention system.
8	Fire Protection Drawings & Specifications	X	X	X	X	Varies	
9	Incorporate Modernization Elements	X	X	X	X	Varies	Will include the design of new/modification of the existing fire pump as a result of 3 above

	PLUMBING						
1	Plumbing Legend and Notes	X	X	X	X	None	Abbreviations. Symbols Legend. General Notes
2	Plumbing Calculations	X	X	X	X	None	Provide load estimate calculations for waste & vent, domestic water, storm and sanitary sewers, and compressed air.
3	Plumbing Overall Reference Plan	X	X	X	X	1"=64'	Provide a reference plan for each level of the facility including the roof. Identify all mechanical space locations and provide basic layout of major equipment.
4	Plumbing Expansion Reference Plan	X	X	X	X	1"=32'	Provide floor plans for each level illustrating detailed layout of the expansion. Include the following on the floor plans: - Equipment rooms to identify proposed path for major equipment removal and replacement - Fuel Oil Routing & Fill Location - Fuel and Storage Tanks - Trench Drains - Hose Bibbs, Misc. Water Connections - Access for removal of grease from the grease interceptors as well as the removal of the greae interceptors. (This information may be shown on other plans if deemed appropriate by the Team.)

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
5	Plumbing Piping Area Plans	X				1"=8'	Provide sector based floor plans for all areas and levels of the facility: - Provide preliminary piping system mains and typical branch routing and sizes. - Representative space lay-out for typical, repeatable spaces
		X	X			1"=8'	Provide the above, plus the following: - Further design advancement and coordination - Identify, or ensure availability of, proposed path for major equipment removal and replacement - Indicate all drains not shown in enlarged plans. - Indicate Hose bibbs, misc. water connections, etc. not shown in enlarged plans. - Preliminary sizing of mains and branch piping
				X	X	1"=8'	Provide the above, plus the following: - Final design advancement and coordination
6	Plumbing Waste & Vent Area Plans					1"=8'	Provide sector based floor plans for all areas and levels of the facility: - Provide preliminary waste &vent system mains and typical branch routing and sizes. - Representative space lay-out for typical, repeatable spaces
		X	X			1"=8'	Provide the above, plus the following: - Further design advancement and coordination - Identify, or ensure availability of, proposed path for major equipment removal and replacement - Indicate misc. connections, etc. not shown in enlarged plans. - Preliminary sizing of mains and branch piping
				X	X	1"=8'	Provide the above, plus the following: - Final design advancement and coordination
5	Plumbing Enlarged Plans	X	X			1"=4'	Provide enlarged plans for the following spaces: - Restrooms - Rooms with major mechanical equipment - Central Utility Plant Indicate the following: - Provisions for adaptability and flexibility, and system redundancy. - Fixture and major equipment locations - Piping system mains and typical branch routing and sizes - Floor drain quantities and locations
				X	X	1"=4'	Provide the above, plus the following: - All fixture, equipment and appurtenance locations - All piping system main and branch routing and sizes
6	Plumbing Schedules	X	X			None	Provide a preliminary schedule for each fixture and piece of equipment on the Prcject. Indicate type, location, quantity, power requirements, weights, etc. Provide a minimum of three options for each type.
				X	X	None	Provide a final schedule.
7	Plumbing Details	X	X			Varies	Provide: - Typical details - Preliminary project-specific details
				X	X	Varies	Provide final project-specific details
8	Plumbing Riser Diagram - Waste & Vent	X	X			None	Provide a preliminary plumbing riser diagram for the waste and ventilation systems. Include: - Capped Connections for future or temporary connection. - Preliminary sizing of risers/mains and typical branches. - Grease interceptors - Sump pumps and other major equipment
				X	X	None	Provide a final plumbing riser diagram for the waste and ventilation systems. Include: - Final sizing of all risers, mains and branches. - All equipment, fixtures, drains and appurtenances
9	Plumbing Riser Diagram - Domestic Water	X	X			None	Provide a preliminary plumbing riser diagram for the domestic water systems. Include: - Major System Equipment and Appurtenances. - New or Existing Connection to Domestic Water Supply (BFPs). - Capped Connections for future or temporary connection. - Preliminary sizing of risers/mains and typical branches. - Meter and Sensor/Device Locations. - Pressure Reducing Valves (PRV) Stations. - Green Roof (if applicable) and Site Irrigation, Hose Bibbs. - Central and local hot water generation equipment. - Preliminary water re-use / grey water distribution. (if applicable) - Water softenning/descaling and other water filtration equipment (if applicable). - Booster Pumps and Pressure Break strategy. - Preliminary domestic Hot Water recirculation.
				X	X	None	Provide a final plumbing riser diagram for the domestic water systems. Include: - All System Equipment and Appurtenances. - Final sizing of all risers, mains and branches. - Final water re-use / grey water rises, mains and branches (if applicable). - Final Domestic Hot Water recirculation routing and sizes.

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
10	Plumbing Riser Diagram - Storm	X	X			None	Provide a preliminary plumbing riser diagram for the storm ~~and sanitary~~ systems. Include: - Capped Connections for future or temporary connection. - Preliminary sizing of risers/mains and typical branches. - Meter and Sensor/Device locations. - Outgoing Service location(s). - Approximate Riser locations. - Rainwater Re-Use Equipment / Tanks / Distribution strategy. - Free Vs Controlled Flow Roof Drainage locations.
				X	X	None	Provide a final plumbing riser diagram for the storm systems. Include: - Final sizing of all risers, mains and branches.
11	Plumbing Riser Diagram - Natural Gas (as applicable)	X	X			None	Provide a preliminary plumbing riser diagram for the natural gas systems. Include: - Major System Equipment and Appurtenances. - Capped Connections for future or temporary connection. - Preliminary sizing of risers/mains and typical branches. - Meter and Sensor/Device Locations. - Major Mechanical Equipment connections. - Preliminary branches to Misc. Equipment Connections - Preliminary branches to Kitchen and 3rd Party Tennant Connections. - Indicate operating pressure and loads
				X	X	None	Provide a final plumbing riser diagram for the natural gas systems. Include: - All System Equipment and Appurtenances. - Final sizing of all risers, mains and branches. - All Mechanical Equipment connections. - Final Misc. Equipment Connections – Fireplaces, BBQs, Etc. - Final Kitchen and 3rd Party Tennant Connections. - Indicate gas loads
12	Fuel Oil Schematic (as applicable)	X	X	X	X	None	All System Equipment and Appurtenances. Capped Connections for future or temporary connection. Sizing of risers/mains and typical branches. Meter and Sensor/Device Locations. Tanks, Pumps, Connections / Fill Station Locations.
13	Plumbing Fixture Cut Sheets	X	X			None	Provide preliminary plumbing fixture cut sheets.
				X	X	None	Provide final selection of plumbing fixture cut sheets.
14	Compressed Air System Piping Schematic	X	X			None	Provide a preliminary schematic diagram for the Compressed Air System Piping. Include: - Major System Equipment and Appurtenances - Capped Connections for future or temporary connection - Sizing of risers/mains and typical branches
				X	X	None	Provide a final schematic diagram for the Compressed Air System Piping. Include: - All System Equipment and Appurtenances - Sizing of all risers, mains and branches
15	Incorporate Modernization Elements	X	X	X	X		

	HVAC						
1	Mechanical Legend & Notes	X	X	X	X	None	Symbols Legend. Abbreviations. General Notes.
2	Mechanical Calculations					None	Provide preliminary load and flow estimate calculations for heating and cooling, air supply, and return and exhaust systems. Existing and New.
		X	X	X	X	None	Further develop calculations for all systems and equipment.
3	Mechanical Site Plan (Scope to extend to 5' outside building line)					1"=60'	Provide a site plan for the Mechanical work including: - New and/or Existing Incoming Services - New and/or Existing Outgoing Services - Connections for Emerg. Boiler, Chiller, Water Tanker
		X	X	X	X	1"=60'	Provide the above, plus the following: - Further progression as the design develops
4	Mechanical Demolition Overall Reference Plan	X				1"=64'	Provide a mechanical reference plan for each level of the facility including the roof: - Identify existing mechanical equipment space locations - Provide call-out reference to enlarged plans of rooms/areas where major equipment is being demolished - Provide basic layout of major equipment/zones being demolished
			X	X	X	1"=64'	Advancement and completion of drawings
5	Mechanical Demolition Enlarged Plans	X				1"=8'	Provide preliminary enlarged demolition plans illustrating the location of any mechanical equipment to be removed.
		X	X	X	X	1"=8'	Advancement of drawings, including HVAC and Piping demolition in selected spaces and building tie-in locations as required.

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
6	Mechanical Overall Reference Plan					1"=64'	Provide a mechanical reference plan for each level of the facility including the roof. Identify all mechanical space locations and provide basic layout of major equipment. Provide call-out reference to enlarged plans of rooms/areas where major equipment is to be located. The roof plan to include preliminary equipment locations
		X	X			1"=64'	Provide the above, plus the following: - Further development of equipment locaitons and sizing, including coordination.
				X	X	1"=64'	Provide the above, plus the following: - Advancement and completion of the drawings
7	HVAC Expansion Reference Plan	X	X	X	X	1"=32'	Provide mechanical floor plans for each level illustrating detailed layout of the expansion. Include the following on the floor plans: - Mechanical rooms to identify proposed path for major equipment removal and replacement - Air Handling Units zoning - Other mechanical systems zoning (This information may be shown on other plans if deemed appropriate by the Team.)
8	HVAC Plans	X				1"=8'	Provide sector based floor plans for all areas and levels of the facility - Provide preliminary duct distribution, based on preliminary calculations - Maximum chase dimensions identified - Representative space layouts for typical, repeatable spaces
			X			1"=8'	Provide the above, plus the following: - Further development and coordination with other design team consultants and members - Extend preliminary layout of mains and branches to all spaces withing the scope of work
				X	X	1"=8'	Provide the above, plus the following: - Further coordination and advancement and completion of the drawings
9	Piping Plans	X				1"=8'	Provide sector based floor plans for all areas and levels of the facility - Provide preliminary piping distribution, based on preliminary calculations - Maximum chase dimensions identified - Representative space layouts for typical, repeatable spaces
			X			1"=8'	Provide the above, plus the following: - Further development and coordination with other design team consultants and members - Extend preliminary layout of mains and branches to all spaces withing the scope of work
				X	X	1"=8'	Provide the above, plus the following: - Further coordination and advancement and completion of the drawings
10	Roof Plan	X				1"=16'	Provide overall Facility Roof Plan(s) -Identify protrusions through the roof structure. -Include location of Cooling Towers, Major Equipment, and Stack Locations and heights.
		X	X	X	X	1"=16'	Provide the above, plus the following: - Further development and coordination.
11	Mechanical Enlarged Plans	X				1"=8'	Location and basic layout of major equipment in the following spaces: - Mechanical Platforms - Central Utility Plant (CUP) - Mechanical Rooms Indicated provisions for system redundancy.
		X	X	X	X	1"=8'	Provide the above, plus the following: - Updates for finalized equipment selections. - Further development and coordination with other consultants and trades.
12	Mechanical Interior Building Sections		X	X	X	1"=4'	Provide interior building section details coordinating and confirming preliminary fit of major mechanical items with surrounding architecture, structure, and MEPFT infrastructure.
13	Existing Chilled Water Process Flow Diagram	X				None	Provide a flow diagram for the Existing Chilled Water Process. Include: - All System Equipment and Appurtenances - Capped Connections for future or temporary connections - Sizing of risers/mains and typical branches
			X	X	X	None	Provide the above, plus the following: - Adjustments and coordination.
14	New Chilled Water Process Flow Diagram	X				None	Provide a flow diagram for the New Chilled Water Process. Include: - All System Equipment and Appurtenances - Capped Connections for future or temporary connections - Water Treatment Systems - Operating System Temperatures
			X	X	X	None	Provide the above, plus the following: - Adjustments and coordination.

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
15	Existing Condenser Water Process Flow Diagram	X				None	Provide a flow diagram for the Existing Condenser Water Process. Include: - All System Equipment and Appurtenances - Capped Connections for future or temporary connections - Sizing of risers/mains and typical branches
			X	X	X	None	Provide the above, plus the following: - Adjustments and coordination.
16	New Condenser Water Process Flow Diagram	X				None	Provide a flow diagram for the New Condenser Water Process. Include: - All System Equipment and Appurtenances - Capped Connections for future or temporary connections - Water Treatment Systems - Operating System Temperatures
			X	X	X	None	Provide the above, plus the following: - Adjustments and coordination.
17	Thermal Energy Storage Process Flow Diagram	X				None	Provide a flow diagram for the Thermal Energy Storage Process. Include: - All System Equipment and Appurtenances - Capped Connections for future or temporary connections - Water Treatment Systems - Operating System Temperatures
			X	X	X	None	Provide the above, plus the following: - Adjustments and coordination.
18	Heating Hot Water Process Flow Diagram	X				None	Provide a flow diagram for the Heating Hot Water Process. Include: - All System Equipment and Appurtenances - Capped Connections for future or temporary connections - Water Treatment Systems - Operating System Temperatures
			X	X	X	None	Provide the above, plus the following: - Adjustments and coordination.
19	Chilled Water Piping & Instrumentation Diagram	X				None	Provide a schematic for the Chilled Water Piping & Instrumentation. Include: - All System Equipment and Appurtenances - Capped Connections for future or temporary connections - Sizing of risers/mains and typical branches - Meter and Sensor/Device Locations - Water Treatment Systems - Valves with N.O./N.C. Status
			X	X	X	None	Provide the above, plus the following: - Adjustments and coordination.
20	Condenser Water Piping & Instrumentation Diagram	X				None	Provide a schematic diagram for the Condenser Water Piping & Instrumentation. Include: - All System Equipment and Appurtenances - Capped Connections for future or temporary connections - Sizing of risers/mains and typical branches - Meter and Sensor/Device Locations - Water Treatment Systems - Valves with N.O./N.C. Status
			X	X	X	None	Provide the above, plus the following: - Adjustments and coordination.
21	Heating Hot Water Piping & Instrumentation Diagram	X				None	Provide a schematic diagram for the Heating Hot Water Piping & Instrumentation. Include: - All System Equipment and Appurtenances - Capped Connections for future or temporary connections - Sizing of risers/mains and typical branches - Meter and Sensor/Device Locations - Water Treatment Systems - Valves with N.O./N.C. Status
			X	X	X	None	Provide the above, plus the following: - Adjustments and coordination.

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
22	Ventilation & Exhaust Riser Diagram					None	Provide a schematic diagram for the Ventilation & Exhaust Riser. Include: - All System Equipment and Appurtenances - Capped Connections for future or temporary connections - Sizing of risers/mains and typical branches - Meter and Sensor/Device Locations - AHUs, MAUs, ERVs, Loose SFs, RFs, EFs, Ecology Units - Pressurization Requirements - Stairs, Elevator Shafts, AORs - Plenums - Fire Dampers and CFSDs - Flow Rates (including spare capacity) at each floor takeoff - Smoke control systems
		X	X			None	Provide the above, plus the following: - Further development and coordination.
				X	X	None	Provide the above, plus the following: - Final development and coordination.
23	Mechanical Controls	X				None	Reflect preliminary Control Logic, Sequence of Operations and BAS System Architecture. Provide preliminary control diagrams with control points and devices and sequences of operations for all systems.
		X	X			None	Provide the above, plus the following: - Further development and coordination.
				X	X	None	Provide the above, plus the following: - Final development and coordination.
24	Mechanical Schedules	X				None	Provide a matrix for each piece of equipment on the Project. Indicate type, location, quantity, performance criteria, power requirements, weight, etc.
		X	X			None	Provide the above, plus the following: - Further development and coordination. - Provide a minimum of three equivalent vendors for each equipment type.
				X	X	None	Provide the above, plus the following: - Final development and coordination.
25	Incorporate Modernization Elements					Varies	Identify scope of work for FFP. - Representative plans, sections and details. - Existing conditions preliminary documentation - Representative controls drawings and sequences - Preliminary design based on initial site investigations and testing
		X	X			Varies	Provide the above, plus the following: - Further development of the design based on additional investigations and testing
				X	X	Varies	Provide the above, plus the following: - Final development and coordination.

	ELECTRICAL						
1	Electrical Drawing List	X	X	X	X	None	
2	Electrical Legend and Notes	X	X	X	X	None	Provide symbols and abbreviations legend for power, lighting and systems. Provide typical scope notes for project, appropriate for each milestone deliverable.
3	Electrical Site Plan	X	X	X	X	1"=60'	Provide a site plan for the electrical work including the preliminary design for the following: - New and Existing Incoming Services - Exterior Lighting (Site, Street, Building) including Flood Lighting (coordinate w/ Landscape) - Electric Vehicle (EV) Charging Station Locations - Exterior Power and Data Points - Power for electrical signage - Photovoltaic (PV) Array Plan (existing and new) (if applicable) - Exterior power and lighting requirements for public art (if applicable)
4	Electrical Demolition Overall Reference Plan	X				1"=64'	Provide an electrical reference plan for each level of the facility including the roof: - Identify existing electrical equipment space locations - Provide call-out reference to enlarged plans of rooms/areas where major equipment is being demolished - Provide basic layout of major equipment/zones being demolished
			X	X	X	1"=64'	Advancement and completion of drawings
5	Electrical Demolition Enlarged Plan					1"=8'	Provide preliminary enlarged demolition plans illustrating the location of any electrical equipment to be removed.
		X	X	X	X	1"=8'	Advancement of drawings, including power and lighting demolition in selected spaces and building tie-in locations as required.
6	Electrical Power Riser Demolition Diagram	X				None	Provide preliminary single-line schematic riser diagram for all existing power systems (i.e., power/ stand-by power/ emergency power) within the scope of the expansion and modernization. Include: - Identification of existing to remain equipment - Identification of existing to be demolished equipment, including connections both upstream and downstream of the affected equipment.
			X	X	X	None	In addition to the items above: -Existing sizes and ratings of major equipment (Panels, Transformers, Etc.), including breakers and feeders where known

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
7	Electrical Overall Reference Plan	X				1"=64'	Provide an electrical reference plan for each level of the facility including the roof. -Identify all existing and new electrical space locations and provide basic layout of major power distribution equipment. -Provide call-out reference to enlarged plans of rooms/areas where major equipment is to be located -The roof plan to include the layout of new and existing PV array plan, as well as anticipated PV ready zones for the expansion. Locations for mechanical and electrical equipment
			X	X	X	1"=64'	In addition to the items above: -Further development of PV array including finalizing array sizing and location on roof
8	Electrical Expansion Reference Plan	X	X	X	X	1"=32'	Provide electrical floor plans for each level illustrating detailed layout of the expansion. (This information may be shown on other plans if deemed appropriate by the Team.)
			X	X	X	1"=8'	Include the following on the floor plans: - Electrical and equipment rooms to identify proposed path for major equipment removal and replacement Include consolidated floor layouts showing electrical power, voice and data outlets and audio visual equipment locations, power outlets required for equipment supplied by the Client, and other cabled systems.
9	Electrical Power Area Plans	X				1"=8'	Provide sector based floor plans for all areas and levels of the facility -Identify electrical power devices and required connections for all equipment provided by Client, or necessary to support equipment designed and/or specified by other consultants (Arch, Low Voltage, AV. Food Servcie, Vertical Transportation, ect), focusing on typical and repeatable spaces -Electrical power devices and required connections for convenience power and as required to satisfy the Technical Requirements, focusing on typical and repeatable spaces
			X			1"=8'	In addition to the items above: -Extend layout of power devices and required connections to all spaces within the scope of work -Indicate circuiting intent in typical and repeatable spaces
				X	X	1"=8'	In addition to the items above: -Advance and complete device layout, circuiting, and related annotations on drawings
10	Lighting Plans	X	X	X	X	1"=8'	Provide preliminary interior and exterior lighting plans. Outline the fixtures in plan and roughly scheduled showing types and quantities of fixtures to be used. Provide a preliminary description of the lighting control system. Include lighting required for interior artwork. Include electrical symbols legend and general drawing notes. Provide illumination level (photometric) analysis with foot-candle requirements for interior and exterior spaces.
		X	X			1"=8'	Provide typical interior and exterior lighting and control plans. Refer to Energy Report for Energy Code Calculations.
				X	X	1"=8'	Provide interior and exterior lighting plans including control systems and devices, lighting panels, lighting fixture patterns and designations, switching and circuiting. Include: - Installation details including structural support details - Normal lighting photometric calculations - Emergency lighting photometrics - General notes on conduit and wire sizes for lighting branch circuits
11	Fire Alarm Plan	X	X	X	X	1"=32'	Provide a fire alarm plan for each floor. Include: - Fire alarm zoning - Sizing of major equipment
		X	X			1"=8'	Provide sector based floor plans for all areas and levels of the facility - Updated fire alarm zoning - Initial fire alarm device locations
				X	X	1"=8'	Provide the following: - Detailed FA panel, device and appliance location plans including duct detectors, fire smoke dampers, sprinkler flow and tamper switches, monitor and control modules, door hold opens, door lock releases - Strobe light candela ratings - General notes on conduit and wire sizes - Details of connections to HVAC, fire pump, fire suppression, door hold open and door lock systems - Detailed sequences of operations
12	Electrical Enlarged Plans	X	X	X	X	1"=4'	Provide enlarged electrical plans to illustrate location and basic layout of major power distribution equipment and clearances including: - Central Utility Plant (CUP) showing equipment layout and clearances - All new and existing electrical room layouts showing location of panels
		X				1"=4'	In addition to the above items, include: - Additional enlarged plans of electrical, mechanical, and technology rooms as needed to document the scope and electrical provisions for those spaces - Enlarged scale plans of food servvice spaces, including commissaries and kitchens to document the scoep and electrical provisions for those spaces
			X	X	X	1"=4'	In addition to the above items, include: - Advancement and completion of the drawings, including final circuiting requirements - Indicate all power requirements and circuit numbers.

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
13	Power Riser/Single Line Diagram	X	X	X	X	None	Provide a single-line schematic diagram for all power systems (i.e., power/ stand-by power/ emergency power). Include: - Include sizing of major equipment (Panels, Transformers, Etc..) - Routing of main feeds - Label all breakers and feeders Preliminary load estimates for normal power distribution centers, life safety emergency power distribution centers, non-life safety emergency power distribution centers, and heating and cooling plants. Electrical calculations and loads to be consistent with the mechanical drawings. Provide a matrix for the electrical metering requirements.
		X	X			None	In addition to the items above: - Preliminary sizing of distribution panels across the normal and emrgency systems - Preliminary sizing of step down transformers and panelboards across the normal and emergency systems - Provide preliminary breaker sizes for major HVAC, Plumbing and Kitchen equipment
				X	X	None	In addition to the items above: - Indicate required metering points and power monitoring and control system schematics - Advancement and completion of the documents including voltage drop and short circuit calculations and analysis and preliminary review of overcurrent protective device coordination
14	Grounding Riser/Single Line Diagram					None	Provide grounding riser indicating backbone of system to tie together electrical equipment spaces, telecommunications and AV spaces and the lightning protection system.
		X	X			None	In addition to the items above: - Indicate preliminary grounding electrode and jumper sizes
				X	X	None	Advancement and completion of the drawing
15	Lightning Protection	X	X	X	X	None	Provide performance-based specifications and/or narratives for lightning protection system requirments. Design is deferred submittal by lightning protection vendor.
16	Lighting Control System Riser/Single Line Diagram	X				None	Provide narrative in BOD (described above) with sufficient detail for pricing purposes.
			X			None	Provide preliminary lighting control system schematics and wiring diagrams, including preliminary sequence of operations
				X	X	None	In addition to items above: - Advancement and completion of documents - Final schematics and wiring diagrams - Final sequence of operations for all spaces
17	Fire Alarm Riser/Single Line Diagram	X	X	X	X	None	Provide a diagram for all fire alarm systems. Also include: - Sequence of operations - Smoke mitigation/control systems - Routing of main feeds and associated shafts and risers - Sizing of major equipment
18	Conduit Routing Plans	X	X			1"=32'	Preliminary conduit routing pathways connecting major electrical equipment spaces in the existing building and expansion that will be required to complete the scope.
				X	X	1"=32'	In addition to the items above: - Sections through pathways as required to demonstrate extent of conduit and coordination with other trades, primarily structural - Development of matrix/schedule or similar to document all major conduit feeder runs between electrical equipment spaces.
19	Electrical Schedules	X				None	Provide equipment schedules. Including: - Floor Box Schedule - Wall Box Schedule - Any other schedules as required
			X			None	Provide further advancement of the above, plus: - Electrical Panel Schedule - Preliminary electrical calculations and load summaries - Preliminary lighting zone schedule - Other schedules as required (e.g. Motor / Transformer / Mechanical Equipment, etc.)
				X	X	None	Advancement and completion of the above items

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
20	Light Fixture Schedule & Lighting Power Budget Compliance Documentation	X	X			None	Provide a preliminary fixture schedule of all building light fixtures to be used. Provide preliminary lighting loads for typical rooms and areas for which architectural plan details have been prepared. Where architectrual lighting is not fully developed at Pricing stage, provide narratives and other information in sufficient detail to accurately price the design intent.
				X	X	None	Provide a final fixture schedule of all building light fixtures to be used. Provide final lighting loads for typical rooms and areas for which architectural plan details have been prepared.
21	Light Fixture Cutsheets	X	X	X	X	None	Catalog cuts shall be provided for all proposed lighting fixtures.
22	Electrical Details	X	X	X	X	Varies	Provide electrical details for final terminations, breakers, etc. Mounting details for fixtures and other equipment. Miscellaneous details
23	Incorporate Modernization Elements	X	X	X	X		
	INFORMATION AND COMMUNICATIONS TECHNOLOGY SYSTEMS						
1	Technology Drawing List	X	X	X	X	None	
2	Technology Legend and Notes	X	X	X	X	None	
3	Technology Details	X	X	X	X	Varies	
4	Technology Site Plan	X	X	X	X	1"=60'	Provide a site plan detailing the following: - New and Existing Incoming Services - Manholes, duct banks, and building entry locations
5	Technology Riser Diagram	X	X	X	X	None	Provide Telecom and Network riser diagrams.
6	Technology Grounding Riser Diagram	X	X	X	X	None	Provide Information and Communications Technology grounding riser diagram.
7	Distributed Antennae System (DAS) Schematic	X	X	X	X	None	Single Line Diagram showing number and extent of DAS system Typical DAS Device Installation Detail
8	Technology Overall Reference Plan	X	X	X	X	1"=64'	Identify All IDF Space Locations. Equipment Rooms (ERs) and Telecom Rooms (TRs)
9	Technology Enlarged Plans	X	X	X	X	1"=4'	Provide preliminary Technology drawings showing cable management and equipment rooms, coordinated with the updated equipment lists. List of equipment For clarity, the preliminary plan for the following must be included at a minimum: - all new Equipment Room (ER) and Telecom Room (TR) layouts - all New IDF Room Layouts (including: racks, tray, UPS, etc.. c/w sizing) - all data drops - all cable trays
		X	X	X	X	1"=4'	Provide telephone, data, intercom, and paging outlet locations with function identified. Coordinate with mechanical and electrical requirements.
			X	X	X	1"=4'	Provide the following: - Details of service to the building (entrance facility (EF) location and layout) - Conduit, outlet box, and floor box installation details - Power outlet locations in the telecommunications and networking server spaces - Final Equipment rack location in the telecommunications and networking server spaces Refer to Electrical Schedules for floor box schedule.
10	Technology Elevation Details	X	X	X	X	1"=4'	Provide an elevation detail for all Technology Rooms. Indicate location and clearances for all equipment, racks, cable trays, etc. Also indicate the expected designation for each rack space per system.
11	Software Development		X	X	X	None	Software development preliminary reports on IT software.
12	Incorporate Modernization Elements	X	X	X	X		If any
	AUDIO VISUAL SYSTEMS						

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
1	AV Drawing List	X	X	X	X	None	
2	AV Legend and Notes	X	X	X	X	None	
3	AV Plans	X	X	X	X	1"=32'	Provide an AV floor plan for each level showing the following at a minimum: - Preliminary equipment room layouts - Preliminary device locations for typical layouts for each room type - Preliminary power and voice/data outlet quantities
			X	X	X	1"=32'	Updated AV plans to include the following: - Detailed functional diagrams showing every wire, label, specific device (make/model) and physical i/o for each system type - Equipment room layouts and rack elevations - Conduit risers - Details (plates, mounting, infrastructure, etc.) - Detailed voice data and outlet locations - AV outlets located with function identified - Panel locations - Detailed sequence of operations Coordinate with mechanical and electrical requirements.
4	AV Enlarged Plans	X	X	X	X	1"=8'	Provides AV enlarged plans for typical AV rooms including detailed layouts of each AV space. Coordinate with mechanical and electrical requirements.
5	AV Details	X	X	X	X	Varies	Provide AV details in plan and elevation for typical AV rooms.
6	AV Riser Diagram	X	X	X	X	None	Provide a riser diagram for the AV system.
7	Paging Layout and/or Schematic Plans	X	X	X	X	1"=16'	Provide a single line schematic plan for the Paging system. Include layout and a description of the sequence of operations.
8	Sound Masking Layout and/or Schematic Plans	X	X	X	X	1"=16'	Provide a single line schematic plan for the Sound Masking system. Include layout and a description of the sequence of operations.
9	AV Product Cutsheets	X	X	X	X	None	Provide catalog cut sheets for the audio visual equipment.
10	Software Development		X	X	X	None	Software development preliminary reports on Audio Visual (AV) software.
11	Incorporate Modernization Elements	X	X	X	X		If any

	ELECTRONIC SECURITY SYSTEMS						
1	Security Drawing List	X	X	X	X	None	
2	Security Details	X	X	X	X	Varies	
3	Security Site Plan	X	X	X	X	1"=60'	Security Layout
4	Security Floor Plans	X	X	X	X	1"=16'	Provide security floor plans to illustrate the preliminary location and basic layout of integrated security systems equipment, connections, and control points including, but not limited to, building exterior, building entrances/lobbies, holding area video surveillance, video surveillance of all other areas, door control systems, access control, duress/distress alert and intercom system. Also include: - panel locations, rack and wall space requirements - preliminary device locations Include the following systems: - Video Surveillance System and Equipment Layout for Each Floor - Electronic Access Control (EAC) and Equipment Layout for Each Floor - Intercom and Equipment Layout for Each Floor - Intruder Alarm System (IAS) and Equipment Layout for Each Floor - Duress & Distress Alarm System and Equipment Layout for Each Floor - Detail drawing of the security command center and other workstation locations
			X	X	X	1"=16'	Detailed security floor plans. Include the following: - Detail drawings of the security command center and other monitoring locations; and - Equipment details and locations of all security systems equipment, connection points and control points. - Concealed and exposed raceways - Installation details - Detailed sequence of operations
5	Security Enlarged Plans	X	X	X	X	1"=8'	Provide an enlarged plan for the Main Security Room Layout. Ensure coordination with FF&E including millwork, electrical, communications, and security.

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
6	Security Riser Diagrams	X	X	X	X	None	Provide riser block diagrams for the access control, duress, distress, intercom and video surveillance systems depicting point-to-point connections. Multiple systems can be shown on a single drawing; however, at a minimum access control, video surveillance and auxiliary systems drawings shall be provided. Provide a description of the sequence of operations for each door. For clarity, describe how the door functions when presented with an access card. Final descriptions to be prepared/reviewed with the door hardware consultant and security consultant. Coordinate with the Door Schedule.
7	Security Product Cutsheets	X	X	X	X	None	Provide catalog cut sheets for the security devices and equipment.
8	Software Development	X	X	X	X	None	Software development preliminary reports on Electronic Security software.
9	Incorporate Modernization Elements	X	X	X	X	None	If any
	FOOD SERVICE						
1	Food Service General Notes	X	X	X	X	None	
2	Food Service Equipment Schedule	X	X	X	X	None	Provide an equipment schedule for the Food Service equipment including identification of the MEP requirements.
3	Food Service Floor Plans	X	X			1"=16'	Provide preliminary Food Service Plans including the following details: - Food service areas sized and located based on food service program with design criteria identified - Coordination of mechanical, electrical and plumbing requirements - Provide complete kitchen and food service design layouts for all required equipment, indicating size, make and model options, connected utility loads and capacity
				X	X	1"=16'	Updated Food Service Plans
4	Food Service Enlarged Plans	X	X	X	X	1"=4'	Provide enlarged plans for the following spaces: - Kitchens - Pantries - Cold Rooms and Freezers - Concessions
5	Food Service Catalog Cut Sheets	X	X	X	X	None	Provide catalog cut sheets for all food service equipment.
	SIGNAGE						
1	Signage Plans	X	X	X	X	1"=16'	Layout plan of signage and wayfinding program (interior and exterior), denoting proposed locations and quantities of all signs and identifying which signs will require power and/or data.
2	Signage Details	X	X			1"=4'	Elevation of each sign type including materials, finishes and overall dimensions.
				X	X	1"=4'	Per above plus: Fonts; Colors; Dimensioned sections, plans & elevations; Fastening details, coordinated with Structural; Electrical, video and data components.
	VERTICAL TRANSPORTATION						
1	Vertical Transportation Plans	X	X	X	X	1"=8'	Provide plans and elevations of all Vertical Transportation systems (elevator, escalator, etc.) required including: - Equipment room locations - Quantities - Number of floor stops for each elevator - Capacity requirements - Emergency Power Determination - Elevator shaft location - Equipment description - Elevator Phone Installation Design - Power Requirements
				X	X	1"=8'	Include the following details on the updated Vertical Transportation Plans: - Dimensioned plans - Description of shaft sump pits - Car and equipment support details - Description of controls and fixtures - Door and Frame details - Interior details including lighting (cab and lobby)
2	Vertical Transportation Details	X	X	X	X	Varies	Provide all typical and unique details required for the construction.

	Submittal Requirement	100% Design Development	50% Construction Documents	100% Construction Documents	As Built Drawings	Scale (Min)	Description
WASTE MANAGEMENT							
1	Waste Management Plans	X	X	X	X	1"=8'	Plans of waste management circulation infrastructure and flows
2	Waste Management Details	X	X	X	X	Varies	
MODERNIZATION WORKS							
1	Modernization Strategy Document	X	X	X		N/A	Outline methodology to fully define the approach and the Modernization Works
2	Modernization Plans & Drawings	X	X	X	X	1"=20'	Show detailed plans and drawigns for each of the required modernization elements, detailing scope of work for including consideration of existing conditions with callouts where appropriate. If necessary, provide separate protection and demolition drawings for clarity.

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 03 – EARNED VALUE MANAGEMENT

1.0 Level of Effort Activities

a) Developer shall include cost values at a summary level using Level of Effort (LOE) activities defined for each trade package with the following considerations:

   (i) LOE activities should have a continuous work scope. Multiple LOEs should be assigned to a trade package if the work is not continuous. Work is considered non-continuous if there is a non-working period longer than two weeks.

   (ii) Preconstruction and construction phases shall not be combined into a single LOE. Preconstruction costs must be assigned to one LOE, and construction costs to another LOE.

   (iii) General Conditions (GC), General Requirements (GR), fees, insurance, contingency, etc., can be standalone activities and applied on a linear basis. Actual costs will be derived from approved applications.

   (iv) Activities related to approved Change Orders must be included in a FragNet with the corresponding Change Order number, and their costs assigned to a dedicated LOE created for that Change Order.

b) Developer shall include cost data to enable earned value calculations on both an overall and year-to-date basis, cash flow forecasting up to Substantial Completion (including a year-end earned value forecast for each financial year), and performance reporting.

c) If the scope of an LOE changes during a schedule update, cost values must be redistributed to ensure the total cost in the schedule always equals the contract value.

d) During schedule updates, Developer must ensure that LOE activities have proper start and finish activities. Any changes in these start and finish activities compared to the baseline must be identified and explained in the schedule narrative report.

e) Each month following the submission of the Baseline Project Schedule, Developer shall provide a time-phased distribution of earned value metrics for the Project as part of the Project Schedule Updates. This submission shall include both a tabular format and a diagrammatic illustration (S-curve).

f) Developer shall provide Owner with tabulated data and a cumulative “S”-curve graph, plotted for each month from the Effective Date to Substantial Completion, in an acceptable format. The cash flow and earned value metrics shall include the following:

2.0 Cash Flow Reports

a) The original anticipated cash flow as per the Agreement.

b) The baseline forecast cash flow in accordance with the Baseline Project Schedule.

c) If applicable, the revised forecast cash flow based on a recovery schedule.

d) the actual Earned Value (EV) derived from as-built data in the progress schedule.

e) The revised forecast cash flow for completing the Work based on the current progress schedule.

3.0 Earned Value Metrics

a) Planned Value (PV) to date: The value of the work planned to be completed by the data date, presented in tabular and graphical format.

b) Earned Value (EV) to date: The sum of the planned value of work completed by the data date, presented in tabular and graphical format.

c) Planned Value (PV) this period: The value of the work planned to be completed in the preceding month, presented in tabular and graphical format.

d) Earned Value (EV) this period: The value of the work completed in the preceding month, presented in tabular and graphical format;

e) Schedule Performance Index (SPI) this period: The ratio of work completed to work planned in the preceding month, calculated as:

   (i) SPI this period = EV this period / PV this period, presented in tabular format.

f) Schedule Performance Index (SPI): The ratio of work completed to work planned by the data date, calculated as:

   (i) SPI = EV / PV, presented in tabular format.

g) Schedule Variance (SV): The difference between the work completed and work planned by the data date, calculated as:

   (i) SV = EV-PV, presented in tabular format.

h) A narrative analysis describing the results of the EV metrics, identifying variances from the plan, and outlining corrective actions required.

i) The earned value metric report shall present the overall progress as a percentage of the physical work completed, along with earned value metrics in a tabular format. The report shall include, at a minimum, subsections showing the percentage complete for the following:

(i) Overall Progress

(ii) Project Management

(iii) Engineering (including Design Development Submittals, Review Procedures, Permits, general items)

(iv) Procurements (long lead items, fabrication, delivery); and

(v) Construction (mobilization, construction, installation, testing, and commissioning);

h) Developer shall not change any actual data reported in a progress schedule without the prior written consent of Owner, at Owner's sole discretion. This includes but is not limited to, the reported physical progress percentage, actual start date, actual finish date, earned cost, and earned value metrics.

i) The cost values of approved changes shall not be included in any calculation under Section 2.0 and 3.0 of this Appendix unless the approved change results in an adjustment to the Baseline Project Schedule.

j) Developer shall not use, assign, or apply user-defined fields for cost values in any Project Schedule. A non-labor resource should be used to assign cost values.

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 04 – MATERIALS INSPECTION LIST

a) Shop inspection is required for material that is fabricated specifically for the Project or has a specified structural, long-life and high-use rating. Ready-made off the shelf material does not need shop inspection if the manufacturer provides data sheets or material certifications of compliance.

b) For avoidance of doubt, all categories in the following table require shop inspection unless exceptions are explicitly stated:

#	Category	Requirement	Exceptions	Notes
1	Aluminum fabrication	Shop inspection	Ready-made sundry items such as bolts, screws, conduit, ducts, sheet metal, window elements, casement, fencing, etc. which are provided with manufacturer compliance data do not require shop inspection.	• Coatings, specified architectural coatings for long-life material such as cladding, roofing, railings and exposed metal, door frames, etc. being coated at a shop will require shop inspection.
2	Anchor and structural bolts fabricated	Shop inspection	Anchor bolts ready-made and identified with a manufacturer's certificate of compliance do not require shop inspection.	• Anchor bolts fabricated to structural seismic specifications require shop inspection. • Bolting with ASTM A-325 bolts, ASTM A-490 bolts, or other alternative fasteners shall require Los Angeles Department of Building and Safety Deputy Inspection. • Bolting with ASTM A-307 bolts does not require shop inspection.
3	Bearing pads structural/seismic	Shop inspection	-	• Structural bearing pads and seismic bearings; elastomeric, chloroprene, neoprene, urethane, masticated fiber-reinforced rubber, etc. for use in structural load bearing and seismic applications require shop inspection.

#	Category	Requirement	Exceptions	Notes
4	Coatings	Shop inspection	Ready-made sundry items and material that contain plated parts with manufacturer's certificate of compliance do not require shop inspection.	• Specified architectural coatings including; powder coating, galvanizing, anodizing, electroplating, e-coating, PVDF and epoxy used for long-life material such as cladding, roofing, railings and exposed metal, door frames, etc. being coated at a shop will require shop inspection.
5	Concrete	Batch plant inspection	-	• Concrete, asphalt-concrete, and mix designs are inspected at batch plants. • Owner inspects regional batch plants with 24-hour notice. • The Los Angeles Department of Building and Safety requires concrete test specimens, refer to building permit requirements.
6	Concrete – precast	Shop inspection	-	• Pre-cast and pre-stressed concrete require shop inspection before delivery to the job site. • The Los Angeles Department of Building and Safety requires concrete test specimens, refer to building permit requirements.
7	Concrete – prestressed	Shop inspection	-	• Pre-cast and pre-stressed concrete require shop inspection before delivery to the job site. • The Los Angeles Department of Building and Safety requires concrete test specimens, refer to building permit requirements.
8	Concrete vaults	Shop inspection	-	• Large reinforced concrete vaults and reinforced pipe are required to be shop inspected. • Concrete in-ground pull boxes are stamped and identified in advance for Owner use in lots.
9	Ductwork specialty fiberglass / stainless steel	Shop inspection	Standard ready-made do not require shop inspection.	• HVAC (heating, ventilation, and air conditioning equipment) does not require shop inspection. • Specialty ductwork made of stainless steel or fiberglass will require shop inspection.

#	Category	Requirement	Exceptions	Notes
10	Electrical equipment	Shop inspection	Mechanical equipment, such as compressors, pumps, motors, and valves with manufacturer's certificate of compliance do not require shop inspection.	• Transformers rated at 600 Volts and higher, transformers rated at 100 KVA and higher require shop inspection. • Switchgear generally requires shop inspection. • Factory acceptance testing (FAT) including, but not limited to, shop assembly, voltage, grounding, loads, performance, or noise levels, will require shop inspection.
11	Generators	Shop inspection	Generators ready-made with MCOC do not require inspection.	• Transformers rated at 600 Volts and higher, transformers rated at 100 KVA and higher require shop inspection. • Switchgear generally requires shop inspection. • Factory acceptance testing (FAT) including, but not limited to, shop assembly, voltage, grounding, loads, performance, or noise levels, will require shop inspection.
12	Metal fabrication miscellaneous	Shop inspection	Metal door and frame fabrication with manufacturer's certificate of compliance do not require shop inspected.	• Metal stairways, platforms and handrails require shop inspection for material ID, joint fit up, welding, and any specified coatings. • Doors with specialty coatings (e-coating, PVDF and epoxy) may need shop inspection.
13	Pipe materials:	-	-	• -
13a	- Ductile iron	None	-	• Pipe >4" in the public right of way will require shop inspection
13b	- Fiberglass	None	-	• Pipe >4" in the public right of way will require shop inspection
13c	- Reinforced concrete	Shop inspection	-	• None
13d	- Stainless steel	Shop inspection	-	• None
13e	- Vitrified pipe	Stamped lots	-	• Pipe Material. VCP (Vitrified Clay Pipe) is tested and approved by Owner in advance in lots at manufacturer's facilities.

#	Category	Requirement	Exceptions	Notes
14	Reinforcing steel for concrete	Samples taken at supplier or site and tested.	-	• Reinforcing steel does not require shop inspection unless one of the following conditions takes place at the source: large engineered piles or cages, large pre-fabricated grade beams, use of mechanical couplers or terminator heads, shop welding, hoop welding, coating and or galvanizing. • Ready-made reinforcing steel may be shipped to the site with sample bars taken. All material shall be properly identified with clearly labeled tags that contain the heat #'s of the material. Mill test report(s) shall be provided that correspond with the heat #'s.
15	Steel – structural fabricated	Ready-made stock requires mill-specs.	-	• The Los Angeles Department of Building and Safety code requirements approved fabricator.
16	Steel – supports fabricated	Ready-made stock requires mill-specs.	-	• The Los Angeles Department of Building and Safety code requirements approved fabricator.
17	Tanks – steel / FRP	Shop inspection	-	• Pressure tanks, boilers, and related equipment require shop inspection of fabrication, welding, and testing.
18	Vaults	Shop inspection	-	• Concrete, asphalt-concrete, and mix designs are inspected at batch plants. • Owner inspects regional batch plants with 24-hour notice. • Pre-cast and pre-stressed concrete require shop inspection before delivery to the job site. • Large reinforced concrete vaults and reinforced pipe are required to be shop inspected. • Concrete in-ground pull boxes are stamped by Owner in advance in lots.

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 05A – SCHEDULE OF ACCOMMODATION

1.0 Context

Appendix 5B includes the Schedule of Accommodation (SoA) provided by the Developer, dated June 19, 2025. Developer shall design and construct the Project in accordance with the Schedule of Accommodation.

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POPULOUS

Schedule of Accommodation

Room Number	Space Name	Level	Space Classification	NSF* Area	LADBS Exclusion	LADBS Area Removed
Circulation Area						
Description						
1H10	CIRCULATION	LEVEL 225.5	Circulation	272		
1H16	SERVICE PASSAGEWAY	LEVEL 225.5	Circulation	1,828		
1H63	CORRIDOR	LEVEL 237.5	Circulation	934		
1Q03	EGRESS CORRIDOR	LEVEL 230	Circulation	808		
2C02	CORRIDOR	LEVEL 250	Circulation	420		
2C15	STAIR VEST.	LEVEL 250	Circulation	290		
2D07	CORRIDOR	LEVEL 250	Circulation	224		
2D13	STAIR VEST.	LEVEL 250	Circulation	283		
2P01	SERVICE CORRIDOR	LEVEL 250	Circulation	73		
2Q16	SERVICE CORRIDOR	LEVEL 250	Circulation	2,229		
2Q25	HALL VESTIBULE	LEVEL 250	Circulation	394		
2R05	CORRIDOR	LEVEL 250	Circulation	2,069		
2R16	CORRIDOR	LEVEL 250	Circulation	352		
2X03	SERVICE CORRIDOR	LEVEL 250	Circulation	3,177		
3B02	STAIR VEST.	LEVEL 270	Circulation	394		
3W03	SERVICE CORRIDOR	LEVEL 270	Circulation	1,996		
4D04	CATWALK CONNECTOR	LEVEL 291.5	Circulation	373		
4H01	CATWALK	LEVEL 291.5	Circulation	26,106		
4J01	CATWALK	LEVEL 291.5	Circulation	11,151		
4Q11	CORRIDOR	LEVEL 291.5	Circulation	770		
5Q10	CIRCULATION	LEVEL 325	Circulation	37,701		
5W02	CIRCULATION	LEVEL 325	Circulation	4,148		
SK01	CATWALK CONNECTOR	LEVEL 291.5	Circulation	373		
SQ24	SERVICE CORRIDOR	LEVEL 270	Circulation	3,098		
TOTAL ROOMS			**CIRCULATION TOTAL AREA**	**99,463**	**TOTAL AREA**	
Exhibition Hall						
Description						
2H17	EXHIBIT HALL E	LEVEL 250	Exhibition Hall	96,851		
2H19	HALL K EXP	LEVEL 250	Exhibition Hall	2,307		
2J01	EXHIBIT HALL F	LEVEL 250	Exhibition Hall	93,234		
TOTAL ROOMS			**CIRCULATION TOTAL AREA**	**192,392**	**TOTAL AREA**	
Food Service						
Description						
2C01	CONCESSION	LEVEL 250	Food Service	1,399		
2H10	CONCESSION	LEVEL 250	Food Service	1,000		
2Q11	PANTRY	LEVEL 250	Food Service	563		
2R14	REFRIGERATED STORAGE	LEVEL 250	Food Service	449		
2R15	KITCHEN STORAGE	LEVEL 250	Food Service	440		
5C04	KITCHEN	LEVEL 325	Food Service	4,000		
5C10	DRY STORAGE	LEVEL 325	Food Service	190		
5C11	WALKING COOLERS	LEVEL 325	Food Service	368		
5C12	POT WASH	LEVEL 325	Food Service	216		
5C14	DRY EQUIPMENT STORAGE	LEVEL 325	Food Service	251		
5C15	KITCHEN 2	LEVEL 325	Food Service	1,310		
5C16	BULK DRY STORAGE	LEVEL 325	Food Service	1,483		
5D07	TASTING RM.	LEVEL 325	Food Service	488		
5Q11	BEVERAGE WALK-IN COOLER	LEVEL 325	Food Service	481		
TOTAL ROOMS			**FOOD SERVICE TOTAL AREA**	**10,239**	**TOTAL AREA**	
Meeting Rooms						
Description						
2Q10	MEETING RM	LEVEL 250	Meeting Room	1,566		
2Q12	MEETING RM	LEVEL 250	Meeting Room	1,386		
2Q13	MEETING RM	LEVEL 250	Meeting Room	1,685		
2Q14	MEETING RM	LEVEL 250	Meeting Room	1,227		
2Q15	MEETING RM	LEVEL 250	Meeting Room	1,610		
2R10	MEETING RM	LEVEL 250	Meeting Room	2,138		
2R12	MEETING RM	LEVEL 250	Meeting Room	2,342		

Schedule of Accommodation

Room Number	Space Name	Level	Space Classification	NSF* Area	LADBS Exclusion	LADBS Area Removed
2R13	MEETING RM	LEVEL 250	Meeting Room	2,203		
2W01	MEETING RM	LEVEL 250	Meeting Room	1,588		
2W03	MEETING RM	LEVEL 250	Meeting Room	1,550		
2W06	MEETING RM	LEVEL 250	Meeting Room	1,502		
3Q07	MEETING RM	LEVEL 270	Meeting Room	1,577		
3Q12	MEETING RM	LEVEL 270	Meeting Room	5,080		
3R05	MEETING RM	LEVEL 270	Meeting Room	2,470		
3R06	MEETING RM	LEVEL 270	Meeting Room	2,415		
3R08	MEETING RM	LEVEL 270	Meeting Room	2,382		
3W02	MEETING RM	LEVEL 270	Meeting Room	1,568		
3W04	MEETING RM	LEVEL 270	Meeting Room	4,629		
TOTAL ROOMS			**MEETING ROOM TOTAL AREA**	**38,918**	**TOTAL AREA**	

Multi-Purpose Space

Description						
5J01	MULTIPURPOSE	LEVEL 325	Meeting Room - MPS	98,525		
TOTAL ROOMS			**MULTI-PURPOSE TOTAL AREA**	**98,525**	**TOTAL AREA**	

MEP

Description						
C-FE0	MACHINE ROOM FOR CFE1 / CFE	LEVEL 340	MEP	325	X	325
C-FE0	MACHINE ROOM FOR CFE1 / CFE	LEVEL 340	MEP	325	X	325
1B03	ELECTRICAL	LEVEL 230	MEP	938	X	938
1B04	ELECTRICAL	LEVEL 230	MEP	1,145	X	1,145
1B05	ELECTRICAL	LEVEL 230	MEP	4,994	X	4,994
1B06	CHILLERS	LEVEL 230	MEP	9,995	X	9,995
1C02	BOILERS	LEVEL 230	MEP	924	X	924
1D03	GENERATOR ROOM	LEVEL 230	MEP	1,860	X	1,860
1H11	MECH EQUIP ROOM	LEVEL 225.5	MEP	358	X	358
1H15	LIGHT EQUIP. OPER. BASE	LEVEL 225.5	MEP	488	X	488
1H33	ELEV CONTROL ROOM	LEVEL 225.5	MEP	111	X	111
1H61	ELEC ROOM	LEVEL 237.5	MEP	202	X	202
1H66	MECH EQUIP	LEVEL 237.5	MEP	387	X	387
1H68	IDF	LEVEL 237.5	MEP	36	X	36
1H72	WATER HEATER	LEVEL 237.5	MEP	27	X	27
1Q08	AIR HANDLERS	LEVEL 230	MEP	819	X	819
1Q12	ELEC	LEVEL 230	MEP	237	X	237
1R02	ELEC	LEVEL 230	MEP	172	X	172
1R03	AIR HANDLERS	LEVEL 230	MEP	1,114	X	1,114
2B04	ELEC	LEVEL 250	MEP	281	X	281
2B10	MECHANICAL MEZZANINE	LEVEL 260	MEP	3,742	X	3,742
2C08	ELEC	LEVEL 250	MEP	538	X	538
2C11	IDF	LEVEL 250	MEP	280	X	280
2C12	SUBSTATION	LEVEL 250	MEP	361	X	361
2D05	IDF	LEVEL 250	MEP	160	X	160
2D08	ELEC	LEVEL 250	MEP	103	X	103
2H15	ELEC	LEVEL 250	MEP	187	X	187
2H16	IDF	LEVEL 250	MEP	178	X	178
2Q01	ELEC	LEVEL 250	MEP	370	X	370
2Q05	IDF	LEVEL 250	MEP	125	X	125
2Q22	ELEC	LEVEL 250	MEP	929	X	929
2Q23	IDF	LEVEL 250	MEP	129	X	129
2R06	ELEC	LEVEL 250	MEP	110	X	110
2R08	ELEC	LEVEL 250	MEP	364	X	364
2W02	ELEC	LEVEL 250	MEP	207	X	207
2X01	ELEC	LEVEL 250	MEP	167	X	167
3B01	ELEC SERVICE VAULT	LEVEL 270	MEP	1,405	X	1,405
3Q08	ELEC	LEVEL 270	MEP	274	X	274
3Q11	IDF	LEVEL 270	MEP	215	X	215
3Q19	ELEC	LEVEL 270	MEP	215	X	215
3Q21	ELEC	LEVEL 270	MEP	332	X	332
3X01	IDF	LEVEL 270	MEP	49	X	49
3X02	ELEC	LEVEL 270	MEP	158	X	158

Schedule of Accommodation

Room Number	Space Name	Level	Space Classification	NSF* Area	LADBS Exclusion	LADBS Area Removed
4C01	MECH	LEVEL 291.5	MEP	2,890	X	2,890
4H03	DAS	LEVEL 291.5	MEP	2,258	X	2,258
4H04	MECH	LEVEL 291.5	MEP	10,330	X	10,330
4Q02	MECH	LEVEL 291.5	MEP	2,294	X	2,294
4Q03	MECH	LEVEL 291.5	MEP	803	X	803
4Q09	EMERGENCY ELECTRICAL EQUIP	LEVEL 291.5	MEP	986	X	986
4Q10	ELECTRICAL EXPANSION ROOM	LEVEL 291.5	MEP	2,461	X	2,461
4R01	MECH	LEVEL 291.5	MEP	1,598	X	1,598
4X03	REMOTE CONTROL ROOM	LEVEL 291.5	MEP	80	X	80
4V01	MECH	LEVEL 291.5	MEP	996	X	996
5C06	ELEC	LEVEL 325	MEP	113	X	113
5C07	IDF	LEVEL 325	MEP	191	X	191
5Q04	IDF	LEVEL 325	MEP	178	X	178
5Q05	ELEC	LEVEL 325	MEP	350	X	350
5Q11	EQUIP MEZZ	LEVEL 310	MEP	2,633	X	2,633
5Q15	MECH	LEVEL 325	MEP	195	X	195
SE1	ELEV CONTROL ROOM	LEVEL 223	MEP	52	X	52
X28	MACHINE ROOM FOR FE3 / FE4	LEVEL 310	MEP	348	X	348
6C02	MECH MEZZ	LEVEL 340	MEP	17,142	X	17,142
TOTAL ROOMS			**MEP TOTAL AREA**	**81,234**	**TOTAL AREA REMOVED**	**81,234**

Public Lobbies, Concourses, Pre-function/Registration

Description

1Q02	VESTIBULE	LEVEL 230	Public Lobbies Concourses Prefunction	808		
1Q04	LOBBY	LEVEL 230	Public Lobbies Concourses Prefunction	16,797		
1Q07	VESTIBULE	LEVEL 230	Public Lobbies Concourses Prefunction	488		
4Q01	VEST	LEVEL 291.5	Public Lobbies Concourses Prefunction	252		
3Q01	PREFUNCTION	LEVEL 270	Public Lobbies Concourses Prefunction	40,236		
2Q07	PREFUNCTION	LEVEL 250	Public Lobbies Concourses Prefunction	42,056		
5K05	PREFUNCTION	LEVEL 325	Public Lobbies Concourses Prefunction	32,267		
TOTAL ROOMS			**PUBLIC LOBBIES ETC. TOTAL AREA**	**132,904**	**TOTAL AREA**	

Public Toilet Rooms

Description

1H08	MEN	LEVEL 225.5	Public Toilet Rooms	297		
1H19	UNISEX TOILET	LEVEL 225.5	Public Toilet Rooms	57	X	57
1H23	UNISEX TOILET	LEVEL 225.5	Public Toilet Rooms	63	X	63
1H71	MEN	LEVEL 237.5	Public Toilet Rooms	540		
1H73	WOMEN	LEVEL 237.5	Public Toilet Rooms	295		
1Q06	MEN	LEVEL 230	Public Toilet Rooms	297		
1Q09	FAMILY TLT	LEVEL 230	Public Toilet Rooms	58	X	58
1Q10	FAMILY TLT	LEVEL 230	Public Toilet Rooms	57	X	57
1Q11	WOMEN	LEVEL 230	Public Toilet Rooms	414		
2B01	MEN	LEVEL 250	Public Toilet Rooms	311		
2B02	WOMEN	LEVEL 250	Public Toilet Rooms	435		
2B05	MEN	LEVEL 250	Public Toilet Rooms	336		
2B07	FAMILY TLT	LEVEL 250	Public Toilet Rooms	80	X	80
2B08	WOMEN	LEVEL 250	Public Toilet Rooms	606		
2B10	UNISEX TOILET	LEVEL 250	Public Toilet Rooms	59	X	59
2B11	UNISEX TOILET	LEVEL 250	Public Toilet Rooms	59	X	59
2C05	MEN	LEVEL 250	Public Toilet Rooms	408		
2C06	FAMILY TLT	LEVEL 250	Public Toilet Rooms	66	X	66
2C07	WOMEN	LEVEL 250	Public Toilet Rooms	429		
2D02	MEN	LEVEL 250	Public Toilet Rooms	296		
2D04	WOMEN	LEVEL 250	Public Toilet Rooms	268		
2D10	MEN	LEVEL 250	Public Toilet Rooms	691		
2D11	FAMILY TLT	LEVEL 250	Public Toilet Rooms	62	X	62
2D12	WOMEN	LEVEL 250	Public Toilet Rooms	692		
200	WOMEN	LEVEL 250	Public Toilet Rooms	668		
2000	FAMILY TLT	LEVEL 250	Public Toilet Rooms	61	X	61
20000	MEN	LEVEL 250	Public Toilet Rooms	687		
2H03	UNISEX TOILET	LEVEL 250	Public Toilet Rooms	59	X	59

Schedule of Accommodation

Room Number	Space Name	Level	Space Classification	NSF* Area	LADBS Exclusion	LADBS Area Removed
2H04	UNISEX TOILET	LEVEL 250	Public Toilet Rooms	59	X	59
2H12	FAMILY TLT	LEVEL 250	Public Toilet Rooms	66	X	66
2H13	MEN	LEVEL 250	Public Toilet Rooms	302		
2H14	WOMEN	LEVEL 250	Public Toilet Rooms	315		
2Q03	MEN	LEVEL 250	Public Toilet Rooms	394		
2Q04	WOMEN	LEVEL 250	Public Toilet Rooms	412		
2Q06	FAMILY TLT	LEVEL 250	Public Toilet Rooms	72	X	72
2Q18	MEN	LEVEL 250	Public Toilet Rooms	294		
2Q19	FAMILY TLT	LEVEL 250	Public Toilet Rooms	74	X	74
2Q21	WOMEN	LEVEL 250	Public Toilet Rooms	522		
2R01	MEN	LEVEL 250	Public Toilet Rooms	596		
2R02	FAMILY TLT	LEVEL 250	Public Toilet Rooms	64	X	64
2R04	WOMEN	LEVEL 250	Public Toilet Rooms	1,099		
3Q03	MEN	LEVEL 270	Public Toilet Rooms	375		
3Q04	WOMEN	LEVEL 270	Public Toilet Rooms	378		
3Q05	FAMILY TLT	LEVEL 270	Public Toilet Rooms	79	X	79
3Q14	MEN	LEVEL 270	Public Toilet Rooms	380		
3Q15	WOMEN	LEVEL 270	Public Toilet Rooms	484		
3Q16	FAM TLT	LEVEL 270	Public Toilet Rooms	79	X	79
3Q22	REMOTE CONTROL ROOM	LEVEL 270	Public Toilet Rooms	49	X	49
3R01	WOMEN	LEVEL 270	Public Toilet Rooms	974		
3R02	MEN	LEVEL 270	Public Toilet Rooms	547		
3R13	FAMILY TLT	LEVEL 270	Public Toilet Rooms	87	X	87
4Q04	UNISEX TOILET	LEVEL 291.5	Public Toilet Rooms	62	X	62
4Q06	UNISEX TOILET	LEVEL 291.5	Public Toilet Rooms	97	X	97
5J04	ALL-GENDER	LEVEL 325	Public Toilet Rooms	534		
5J05	ALL-GENDER	LEVEL 325	Public Toilet Rooms	567		
5J08	FAMILY TLT	LEVEL 325	Public Toilet Rooms	75	X	75
5J09	FAMILY TLT	LEVEL 325	Public Toilet Rooms	66	X	66
5K01	FAMILY TLT	LEVEL 325	Public Toilet Rooms	106	X	106
5K03	MEN	LEVEL 325	Public Toilet Rooms	452		
5K04	WOMEN	LEVEL 325	Public Toilet Rooms	615		
5Q12	MEN	LEVEL 325	Public Toilet Rooms	260		
5Q13	WOMEN	LEVEL 325	Public Toilet Rooms	661		
5R01	WOMEN	LEVEL 325	Public Toilet Rooms	650		
5R03	FAMILY TLT	LEVEL 325	Public Toilet Rooms	83	X	83
5R05	MEN	LEVEL 325	Public Toilet Rooms	267		
5R06	WOMEN	LEVEL 325	Public Toilet Rooms	514		
5R08	MEN	LEVEL 325	Public Toilet Rooms	312		
TOTAL ROOMS			**PUBLIC TOILET ROOMS TOTAL AREA**	**21,373**	**TOTAL AREA**	**1,679**
Service and Operations						
Description						
1C01	CENTRAL PLANT OFFICE	LEVEL 230	Service and Operations	386		
1D02	FIRE COMMAND CENTER	LEVEL 230	Service and Operations	1,045		
TOTAL ROOMS			**SERVICE AND OPERATIONS TOTAL AREA**	**1,431**	**TOTAL AREA REMOVED**	
Support Spaces						
Description						
1D01	SECURITY OFFICE	LEVEL 230	Support Spaces	608		
1B01	STORAGE	LEVEL 230	Support Spaces	1,703		
1H01	STORAGE	LEVEL 225.5	Support Spaces	2,176		
1H02	PURCHASING OFFICE	LEVEL 225.5	Support Spaces	129		
1H03	PURCHASING OFFICE	LEVEL 225.5	Support Spaces	135		
1H04	PAINT SHOP	LEVEL 225.5	Support Spaces	1,383		
1H05	SENIOR OFFICE	LEVEL 225.5	Support Spaces	100		
1H06	LOCKSMITH SHOP	LEVEL 225.5	Support Spaces	188		
1H07	STORAGE	LEVEL 225.5	Support Spaces	22		
1H12	OFFICE	LEVEL 225.5	Support Spaces	123		
1H13	OFFICE	LEVEL 225.5	Support Spaces	99		
1H14	OFFICE	LEVEL 225.5	Support Spaces	98		

Schedule of Accommodation

Room Number	Space Name	Level	Space Classification	NSF* Area	LADBS Exclusion	LADBS Area Removed
1H17	EMPLOYEE TIMECARD ENTRY	LEVEL 225.5	Support Spaces	322		
1H18	SECURITY CONTROL CENTER	LEVEL 225.5	Support Spaces	608		
1H20	CHIEF OF SECURITY	LEVEL 225.5	Support Spaces	284		
1H21	SECURITY STAFF OFFICE	LEVEL 225.5	Support Spaces	279		
1H25	STORAGE	LEVEL 225.5	Support Spaces	64		
1H24	OFFICE	LEVEL 225.5	Support Spaces	1,949		
1H52	OPEN OFFICE	LEVEL 237.5	Support Spaces	3,071		
1H53	OFFICE	LEVEL 237.5	Support Spaces	150		
1H54	OFFICE	LEVEL 237.5	Support Spaces	137		
1H55	OFFICE	LEVEL 237.5	Support Spaces	141		
1H56	OFFICE	LEVEL 237.5	Support Spaces	177		
1H58	OFFICE	LEVEL 237.5	Support Spaces	139		
1H59	STORAGE	LEVEL 237.5	Support Spaces	23		
1H60	CONFERENCE ROOM	LEVEL 237.5	Support Spaces	357		
1H62	FILE ROOM	LEVEL 237.5	Support Spaces	70		
1H64	LUNCH / TRAINING	LEVEL 237.5	Support Spaces	1,230		
1H65	STORAGE	LEVEL 237.5	Support Spaces	148		
1H67	STORAGE	LEVEL 237.5	Support Spaces	36		
1H69	MENS LOCKER ROOM	LEVEL 237.5	Support Spaces	918		
1H70	JAN	LEVEL 237.5	Support Spaces	57		
1H74	WOMENS LOCKERS	LEVEL 237.5	Support Spaces	652		
1Q05	JANITOR / STORAGE	LEVEL 230	Support Spaces	85		
1R01	B.O.H.	LEVEL 230	Support Spaces	4,380		
1R04	LOADING	LEVEL 230	Support Spaces	1,943		
1W02	B.O.H.	LEVEL 230	Support Spaces	170		
2B03	STORAGE	LEVEL 250	Support Spaces	1,388		
2B06	JAN	LEVEL 250	Support Spaces	48		
2B09	MECHANICAL SHOP	LEVEL 250	Support Spaces	2,158	X	2,158
2B14	RESTROOM VEST.	LEVEL 250	Support Spaces	65		
2C03	OFFICE	LEVEL 250	Support Spaces	101		
2C04	OFFICE	LEVEL 250	Support Spaces	84		
2C10	PART STOR	LEVEL 250	Support Spaces	482		
2C13	OFFICE	LEVEL 250	Support Spaces	118		
2C14	OFFICE	LEVEL 250	Support Spaces	120		
2C16	OFFICE	LEVEL 250	Support Spaces	114		
2C19	B.O.H.	LEVEL 250	Support Spaces	1,004		
2C20	RESTROOM VEST.	LEVEL 250	Support Spaces	231		
2D01	RECYCLING	LEVEL 250	Support Spaces	3,783		
2D03	JAN	LEVEL 250	Support Spaces	41		
2D06	PART STOR	LEVEL 250	Support Spaces	434		
2D09	JAN	LEVEL 250	Support Spaces	75		
2D14	RESTROOM VEST.	LEVEL 250	Support Spaces	94		
2F01	DOCK SUPPORT	LEVEL 250	Support Spaces	548		
2H01	PLUMBING SHOP	LEVEL 250	Support Spaces	2,158	X	2,158
2H02	ELECTRICAL SHOP	LEVEL 250	Support Spaces	1,902	X	1,902
2H05	OFFICE	LEVEL 250	Support Spaces	114		
2H06	OFFICE	LEVEL 250	Support Spaces	114		
2H07	OFFICE	LEVEL 250	Support Spaces	114		
2H08	SHOPS MEZZANINE	LEVEL 260	Support Spaces	3,266		
2H13	STORAGE	LEVEL 250	Support Spaces	643		
2H09	B.O.H.	LEVEL 250	Support Spaces	1,336		
2H11	PART STOR	LEVEL 250	Support Spaces	387		
2H18	B.O.H.	LEVEL 250	Support Spaces	1,333		
2H21	RESTROOM VEST.	LEVEL 250	Support Spaces	113		
2Q02	SHOW MGR	LEVEL 250	Support Spaces	212		
2Q07	JAN	LEVEL 250	Support Spaces	45		
2Q08	JAN	LEVEL 250	Support Spaces	42		
2Q20	JAN	LEVEL 250	Support Spaces	30		
2Q26	PART STOR	LEVEL 250	Support Spaces	48		
2Q27	PART STOR	LEVEL 250	Support Spaces	139		
2Q28	PART STOR	LEVEL 250	Support Spaces	155		
2Q29	PART STOR	LEVEL 250	Support Spaces	112		
2Q30	PART STOR	LEVEL 250	Support Spaces	91		
2R03	JAN	LEVEL 250	Support Spaces	52		
2R07	SHOW MGR	LEVEL 250	Support Spaces	188		

Schedule of Accommodation

Room Number	Space Name	Level	Space Classification	NSF* Area	LADBS Exclusion	LADBS Area Removed
2R09	STOR	LEVEL 250	Support Spaces	509		
2R11	VEST	LEVEL 250	Support Spaces	194		
2R17	PART STOR	LEVEL 250	Support Spaces	64		
2R18	PART STOR	LEVEL 250	Support Spaces	143		
2R19	PART STOR	LEVEL 250	Support Spaces	98		
2S07	STORAGE	LEVEL 270	Support Spaces	1,367		
2W05	STORAGE	LEVEL 250	Support Spaces	1,663		
2W07	PART STOR	LEVEL 250	Support Spaces	74		
2W08	PART STOR	LEVEL 250	Support Spaces	121		
2W10	PART STOR	LEVEL 250	Support Spaces	120		
2W09	PART STOR	LEVEL 250	Support Spaces	126		
2X02	FLEX STORAGE	LEVEL 250	Support Spaces	1,160		
3K02	BOH	LEVEL 291.5	Support Spaces	10,918		
3Q02	STORAGE	LEVEL 270	Support Spaces	250		
3Q06	JAN	LEVEL 270	Support Spaces	35		
3Q09	WELLNESS	LEVEL 270	Support Spaces	63		
3Q13	PART STOR	LEVEL 270	Support Spaces	207		
3Q17	JAN	LEVEL 270	Support Spaces	52		
3Q18	STORAGE	LEVEL 270	Support Spaces	579		
3Q20	STORAGE	LEVEL 270	Support Spaces	401		
3R03	JAN	LEVEL 270	Support Spaces	65		
3R04	PART STOR	LEVEL 270	Support Spaces	123		
3R07	PART STOR	LEVEL 270	Support Spaces	71		
3R10	STORAGE	LEVEL 270	Support Spaces	387		
3R12	BOH	LEVEL 291.5	Support Spaces	6,549		
3W01	PART STOR	LEVEL 270	Support Spaces	74		
3X03	FLEX STORAGE	LEVEL 270	Support Spaces	1,693		
4Q07	SUPPORT SPACE	LEVEL 291.5	Support Spaces	1,366		
5C05	B.O.H.	LEVEL 325	Support Spaces	12,763		
5C08	WARE WASH	LEVEL 325	Support Spaces	1,100		
5C09	JAN.	LEVEL 325	Support Spaces	54		
5C13	CHEF OFFICE	LEVEL 325	Support Spaces	141		
5D06	SHOW MGR	LEVEL 325	Support Spaces	432		
5K02	JAN	LEVEL 325	Support Spaces	76		
5Q16	STORAGE	LEVEL 325	Support Spaces	88		
5C18	STORAGE	LEVEL 325	Support Spaces	425		
5C21	STAFF SUPPORT	LEVEL 325	Support Spaces	3,927		
5D02	BREAK ROOM	LEVEL 325	Support Spaces	363		
5D05	GREEN RM	LEVEL 325	Support Spaces	274		
5D08	STORAGE	LEVEL 325	Support Spaces	750		
5D09	PART STOR	LEVEL 325	Support Spaces	453		
5D14	STORAGE	LEVEL 325	Support Spaces	3,350		
5J02	PART STOR	LEVEL 325	Support Spaces	734		
5J03	PART STOR	LEVEL 325	Support Spaces	743		
5J06	JAN	LEVEL 325	Support Spaces	51		
5J07	JAN	LEVEL 325	Support Spaces	88		
5Q06	STORAGE	LEVEL 325	Support Spaces	170		
5Q09	QUIET RM	LEVEL 325	Support Spaces	115		
5Q14	JAN	LEVEL 325	Support Spaces	38		
5R02	PART STOR	LEVEL 325	Support Spaces	440		
5R04	JAN	LEVEL 325	Support Spaces	48		
5R09	JAN	LEVEL 325	Support Spaces	47		
TOTAL ROOMS			**SUPPORT SPACES TOTAL AREA**	**102,778**	**TOTAL AREA**	**6,218**
Vertical Circulation						
Description						
1B02	STAIR VEST.	LEVEL 230	Vertical Circulation	211	X	211
1H32	STAIR	LEVEL 225.5	Vertical Circulation	261	X	261
1Q01	STAIR VEST.	LEVEL 230	Vertical Circulation	299	X	299
2B12	STAIR VEST.	LEVEL 250	Vertical Circulation	369	X	369
2B13	STAIR VEST.	LEVEL 250	Vertical Circulation	210	X	210
2Q24	ELEV LOBBY	LEVEL 250	Vertical Circulation	330	X	330
3Q24	ELEV LOBBY	LEVEL 270	Vertical Circulation	326	X	326
4C04	STAIR VEST.	LEVEL 291.5	Vertical Circulation	290	X	290

Schedule of Accommodation

Room Number	Space Name	Level	Space Classification	NSF* Area	LADBS Exclusion	LADBS Area Removed
4D02	STAIR VEST.	LEVEL 291.5	Vertical Circulation	273	X	273
4Q08	STAIR VEST.	LEVEL 291.5	Vertical Circulation	697	X	697
4Q12	STAIR VEST.	LEVEL 291.5	Vertical Circulation	448	X	448
4Q13	ELEV LOBBY	LEVEL 291.5	Vertical Circulation	329	X	329
5C01	STAIR VEST.	LEVEL 325	Vertical Circulation	120	X	120
5C02	STAIR VEST.	LEVEL 325	Vertical Circulation	91	X	91
5C03	STAIR VEST.	LEVEL 325	Vertical Circulation	126	X	126
5C20	STAIR VEST.	LEVEL 325	Vertical Circulation	71	X	71
5D03	STAIR VEST.	LEVEL 325	Vertical Circulation	75	X	75
5D04	STAIR VEST.	LEVEL 325	Vertical Circulation	192	X	192
5Q03	STAIR VEST.	LEVEL 325	Vertical Circulation	69	X	69
5Q07	STAIR VEST.	LEVEL 325	Vertical Circulation	60	X	60
5Q08	ELEV LOBBY	LEVEL 325	Vertical Circulation	338	X	338
5R07	STAIR VEST.	LEVEL 325	Vertical Circulation	60	X	60
6C01	STAIR VEST.	LEVEL 340	Vertical Circulation	47	X	47
6D01	STAIR VEST.	LEVEL 340	Vertical Circulation	265	X	265
B-SE1	SERVICE ELEVATOR	LEVEL 223	Vertical Circulation	115	X	115
C-FE1	FREIGHT ELEVATOR	LEVEL 230	Vertical Circulation	347	X	347
C-FE2	FREIGHT ELEVATOR	LEVEL 230	Vertical Circulation	347	X	347
ESCO2	ESCALATOR	LEVEL 270	Vertical Circulation	607	X	607
ESCO3	ESCALATOR	LEVEL 250	Vertical Circulation	714	X	714
ESCO4	ESCALATOR	LEVEL 291.5	Vertical Circulation	670	X	670
Q-PE1	PASSENGER ELEVATOR	LEVEL 230	Vertical Circulation	67	X	67
Q-PE2	PASSENGER ELEVATOR	LEVEL 230	Vertical Circulation	67	X	67
S5D01	STAIR	LEVEL 325	Vertical Circulation	609	X	609
SB01	STAIR	LEVEL 225.5	Vertical Circulation	147	X	147
SC02	STAIR	LEVEL 230	Vertical Circulation	819	X	819
SC03	STAIR	LEVEL 250	Vertical Circulation	715	X	715
SC04	STAIR	LEVEL 340	Vertical Circulation	308	X	308
SCO2	STAIR	LEVEL 291.5	Vertical Circulation	385	X	385
SCO2	STAIR	LEVEL 325	Vertical Circulation	382	X	382
SD01	STAIR	LEVEL 230	Vertical Circulation	1,385	X	1,385
SD01	STAIR	LEVEL 250	Vertical Circulation	697	X	697
SE3	STAIR VEST.	LEVEL 250	Vertical Circulation	880	X	880
SH02	STAIR	LEVEL 223	Vertical Circulation	135	X	135
SH02	STAIR	LEVEL 225.5	Vertical Circulation	270	X	270
SH03	STAIR	LEVEL 225.5	Vertical Circulation	171	X	171
SH04	STAIR	LEVEL 223	Vertical Circulation	142	X	142
SH05	STAIR VEST.	LEVEL 223	Vertical Circulation	82	X	82
SP01	STAIR	LEVEL 230	Vertical Circulation	791	X	791
SQ01	STAIR	LEVEL 230	Vertical Circulation	437	X	437
SR01	STAIR	LEVEL 230	Vertical Circulation	398	X	398
SR06	STAIR	LEVEL 245.58	Vertical Circulation	314	X	314
SR07	STAIR	LEVEL 270	Vertical Circulation	121	X	121
ST01	STAIR	LEVEL 270	Vertical Circulation	372	X	372
ST01	STAIR VEST.	LEVEL 250	Vertical Circulation	180	X	180
SW01	STAIR	LEVEL 231.5	Vertical Circulation	1,318	X	1,318
SW01	STAIR	LEVEL 325	Vertical Circulation	1,383	X	1,383
SX01	STAIR	LEVEL 230	Vertical Circulation	438	X	438
X-FE3	FREIGHT ELEVATOR	LEVEL 230	Vertical Circulation	348	X	348
X-FE4	FREIGHT ELEVATOR	LEVEL 230	Vertical Circulation	325	X	325
X-SE2	SERVICE ELEVATOR	LEVEL 230	Vertical Circulation	109	X	109
TOTAL ROOMS			**VERTICAL CIRCULATION TOTAL AREA**	**22,152**	**TOTAL AREA**	**22,152**

External Spaces

Rentable Outdoor Space

Description

5R10	BALCONY FUNCTION	325	Rentable Outdoor Space	10,147		
TOTAL ROOMS			**RENTABLE OUTDOOR SPACE TOTAL AREA**	**10,147**	**TOTAL AREA**	

NET AREA - TOTAL PROJECT	**811,556**		**111,283**
LADBS			

Schedule of Accommodation						
Room Number	Space Name	Level	Space Classification	NSF* Area	LADBS Exclusion	LADBS Area Removed

** Net Square Footage (NSF) is the inside wall-to-wall dimensions within a room or area that represents the actual usable space. Should be read in conjunction with the TR requirements.*

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 06A – POWER AND DATA

1.0 Power Requirements

a) All power requirements detailed in Appendix 6 are in addition to what has already been stipulated in the Technical Requirements.

(i) The intention of this appendix is to detail power requirements that are not clearly defined in the Technical Requirements

(ii) The quantities listed in Appendix 6a & 6b are indicative and represent a nominal baseline based on the architectural information available at the time of documentation.

(iii) Outlet type, quantities and locations are to be confirmed between Owner and Developer to match the functional requirement of the space, inclusive of equipment layout, type orientation and selection.

(iv) The outlet type and quantities provided in this appendix are to be used as a baseline for determining overall requirements. Additional outlets may be required and is to be determined through further discussions with the Owner. Outlet quantities and specification may be revised as part of the overall design development process

(v) A reasonable contingency buffer has been applied to quantities in Appendix 6a & 6b in order to accommodate future design development and room adjustments. This lever allows for flexibility for design evolution and finalization of architectural plans.

(vi) Where outlet type and quantities have not been provided in the Technical Requirements or this document, then Developer shall select outlet types and quantities to match the functional requirement of the space and ensure compliance with California Electrical Code (CEC).

(vii) The matrices in this appendix should not be interpreted as a final or fixed quantity schedule.

2.0 Front of House – Meeting Rooms, Lobbies, Pre-Function, MPS and Catwalk.

a) The outlet types and quantities listed in Appendix 6B Front of House Matrix have been formulated as a result of discussions with LACC end users, which formed part of the owner's 50% Design Documents review.

b) Power specifications and quantities for Front of House spaces reflect the architectural and programmatic status at the time of issue.

c) A 10% contingency buffer has been included in the estimates provided in Appendix 6b to accommodate future design development and room adjustments. This lever allows for flexibility for design evolution and finalization of architectural plans.

d) Room numbers, occupancy load and GSF for each space has been extracted from Developer's document "241003 LACC Room Data Sheets Draft". All quantities and allocations should be verified against final room schedule in order to reflect the evolution of architectural room layouts.

e) Appendix 6b does not include South Hall meeting rooms, as these were removed from the project scope as part of the value engineering exercise between the Owner and Developer that commenced in April 2025.

2.1. Bulk Power

a) Bulk power for meeting rooms on level 250 and 270 is to be derived from:

   (i) 400-amp, 208 Y/120 V, 3-phase, 5-wire circuit terminated into a company switch with a 400-amp main circuit breaker and E1016 Cam-Lok receptacles, with isolated ground and indicator lights.

   (ii) 200-amp, 208 Y/120 V, 3-phase, 5-wire circuit terminated into a company switch with a 200-amp main circuit breaker and E1016 Cam-Lok receptacles, with isolated ground and indicator lights.

b) Bulk power for the MPS Ballroom on level 325 should be derived from:

   (i) 400-amp 208Y/120V 3-phase, 5-wire circuit terminated into a company switch with a 400-amp main circuit breaker and E1016 Cam-Lok receptacles, with isolated ground and indicator lights

   (ii) 200-amp 208Y/120V 3-phase, 5-wire circuit terminated into a company switch with a 200-amp main circuit breaker and E1016 Cam-Lok receptacles, with isolated ground and indicator lights

   (iii) 200 amp 277/480V 3-phase company switch.

2.2. Floor Boxes

a) All FB3 floor boxes should be up to 100-amp, 208 Y/120 V, 3-phase,5-wire, except where the Technical Requirements require lower capacity.

b) All FB5 floor boxes should *be up to* 30 amp, 208Y/120, 3-phase, 5-wire except where the Technical Requirements require lower capacity

c) FB3 floor boxes in the MPS Ballroom space should be installed in a 60x60 grid pattern. Final position of the "grid" in the space shall be discussed and coordinated with Owner.

d) Floor box patterns for all other spaces is to be confirmed through further discussions with Owner.

2.3. Wall Outlets.

a) The following wall outlets in the MPS Ballroom may need to be floor boxes due to glass curtain walls. To be discussed and coordinated with Owner.

   (i) 100-amp, 208 Y/120 V, 3-phase, 5-wire pin and sleeve IEC receptacles

(ii) 30 amp, 208 Y/120 V, 3-phase, 5-wire, twist lock NEMA L21-30R receptacles fed from dedicated 30A circuits;

(iii) 20 amp, 120 V NEMA 5-20R receptacle outlets located around the perimeter walls at intervals along perimeter walls agreed with Owner. Two receptacles per 20A circuit.

3.0 Exhibit Hall Expansion.

a) All floor box and wall box power requirements for the Exhibit Hall are clearly detailed in the Technical Requirements.

b) Additional outlets may be required and is to be determined through further discussions with Owner.

4.0 Back of House

a) The power specifications and quantities for Back of House spaces have been provided as a general estimate and it is intended to be used as a planning baseline.

b) Power specifications and quantities reflect the architectural and programmatic status at the time of issue.

c) Additional outlets may be required and is to be determined through further discussions with Owner. Outlet quantities and specification may be revised as part of the overall design development process

d) The quantities listed in Section 6.0 Back of House General Estimate for Back of House spaces includes a 20% contingency buffer to accommodate future design development and room adjustments. This lever allows for flexibility for design evolution and finalization of architectural plans

e) Power specifications and quantities for each Back of House space needs to be confirmed through further discussions with the Owner.

f) Specific power ratings for Back of House spaces have been included for reference, they are not prescriptive and must be verified and adjusted as necessary during detailed design to meet final equipment loads and code requirements."

g) Outlet quantities provided for Back of House spaces should not be interpreted as a final or fixed quantity schedule.

5.0 Design Development

a) Developer shall review and further develop outlet types and quantities with Owner for all Front of House spaces through the design development process.

b) Developer shall review and further develop outlet types and quantities with Owner for all Back of House spaces.

c) Developer shall review and further develop suitable locations for power outlets in all Back of House and Front of House Spaces.

d) Developer shall ensure that outlet type, quantities and location for all spaces are appropriate for its functional requirements.

6.0 Back of House General Estimate

Outlet Type	Total Quantities (Inc 20% Contingency Buffer)
120v - 15 AMP Receptacle	972
120v- 20 Amp Receptacle	37
120v- 30 Amp Receptacle	4
120v- 15 Amp Direct Connection	264
Data Quad Outlets	94
Data Duplex Outlets	42
60 amp, 120/208 volt 3-phase receptacles	19

7.0 Front of House

a) Refer to Appendix 6B Front of House Matrix.

Appendix 06B - Front of House Matrix

List of Meeting Rooms & Spaces	Level	Occupancy (Load)	GSF (sf)	Floor Boxes (FB3)	Floor Boxes (FB5)	AVTP XLR	Data Quads	Data Duplex	100 Amp, 208 Y/120 V, 3-phase, 5-wire pin and sleeve IEC receptacles (Wall Outlets)	30 Amp, 208 Y/120 V, 3-phase, 5-wire, twist lock NEMA L21-30R receptacles fed from dedicated 30A circuits (Wall Outlets)	20 amp, 120 volt 3-wire wall receptacles (dedicated circuits)	60 amp, 120/208 volt 3-phase receptacles	400 Amp, 208 Y/120 V, 3 phase, 5-wire circuit terminated into a company switch with a 400 Amp main circuit breaker and E1016 Cam-Lok receptacles, with isolated ground and indicator lights.	200 Amp, 208 Y/120 V, 3 phase, 5-wire circuit terminated into a company switch with a 200 Amp main circuit breaker and E1016 Cam-Lok receptacles, with isolated ground and indicator lights.	200 Amp 277/480V 3-phase company switch	400 amp, 480 volt 3-phase bus ducts.	20 Amp, 120 V NEMA 5-20R receptacle (Wall Outlets)	Mouseholes	bailout ports
2W09	250	234	1,641		2	4	3	2		2								2	
2Q10	250	240	1,683		2	3	3	2		2								2	
2R11	250	321	2,246		4	5	2	3		3								2	
2Q12	250	211	1,480		2	4	3	2		2								1	
2R13	250	347	2,428		4	3	1	2		2								1	
(Room Above 2Q12)	250	187	1,306		2	3	1	2		2								2	
2Q15	250	254	1,781		2	3	2	2		2								2	
2R16	250	335	2,348		4	4	2	2		3								2	
2Q13	250	267	1,870		2	4	2	2		2								2	
2U05 Open Room	250	172	744	2	2					2									
2W01	250	259	1,813		2	4	2	2		2								2	
2W03	250	259	1,816		2	4	2	3		2								2	
3Q07	270 North	246	1,719	-	2	4	2	2	-	2								2	
3W09	270 North	679	4,754	-	8	3	1	2	1	4								3	
3Q12	270 North	744	5,211	-	8	4	3	2	1	4								3	
3W02	270 North	259	1,816	-	2	4	2	2	-	2								3	
3R05	270 North	-	2,512	-	3	4	2	2	-	3								3	
3R06	270 North	-	2,491	-	3	3	2	1	-	2								2	
3R08	270 North	-	2,491	-	3	4	2	2	-	3								-	
Level 250 - Pre function Space	250						14			12	20	2		2					
Level 270 - Pre Function Space	270						20		-	21	31		2	4					
Level 230 - Foyer	230									5									
Level 230 - Lobby Area	230		17490	2			8		2	6	8		1						
Level 325 MPS	325		98259	25		14	9	17	10	25			4	2	1		50	12	
Level 325 MPS Pre function	325			1	8	2	33			6									
Level 325 Terrace	325						10			12		2	1	1					
Level 290 Catwalk Power	325												2			5			
General - All Areas																		18	10
Total	-	-	-	30	67	83	131	54	14	133	59	4	10	9	1	5	50	66	10
Total Inc. Contingency Buffer				**33**	**74**	**91**	**144**	**59**	**25**	**146**	**65**	**5**	**11**	**10**	**2**	**6**	**55**	**73**	**11**

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 07A – SYSTEMS RESPONSIBILITY

1.0 Purpose

a) This Appendix sets out the Systems Responsibility Matrix developed for the Project.

b) The purpose of the matrix is to define and document system responsibilities for the Developer, Owner and key stakeholders during both the design and construction phases of the Project.

c) The matrix outlines integration requirements with existing infrastructure and assigns responsibility for each stage of the system lifecycle.

d) This matrix is intended to support effective coordination across all parties and provides a clear allocation of roles and responsibilities to help facilitate a seamless transition to operational readiness.

2.0 Column Definitions

a) The Matrix includes the following columns:

i. **TR Section** – References to the relevant clause in the Technical Requirements.

ii. **System** – Name or description of the system.

iii. **Notes** – Explanatory comments or special conditions that are applicable to the system.

iv. **System Information**

a) **Vendor** – Name of existing proposed system vendor (if applicable)

b) **In Existing Facility (Y/N)** – Indicates if the system remains a requirement for the Existing Facilities.

c) **Required in New Facility (Y/N)** – Indicates if the system is required in the new expansion areas.

d) **Integration Required (Y/N)** – Indicates if integration between existing and new system is necessary.

e) **Campus Wide System (Y/N)** – Whether the system forms part of a wider campus-level infrastructure.

v. **CONSTRUCTION PERIOD**

a) **Infrastructure Scope**

- **Design & Specify** – Party responsible for design and specification.
- **Procure** – Party responsible for procurement.

- **Install** – Party responsible for physical installation.

b) **System Components**

- **Specify** – Party responsible for specification.
- **Procure** – Party responsible for procurement of system.
- **Supply** – Party responsible for supplying system equipment.
- **Install** – Party responsible for installation of system.
- **Interface** – Party responsible for integration of system.

c) **User Devices**

- **Supply** – Party responsible for supplying end user devices.
- **Program** – Party responsible for programming and system software

d) **Programming & Commissioning** – Party responsible for system commissioning and integration, including testing and verification.

e) **Integration With Existing System** – Confirms integration between legacy and new systems.

f) **Location of Main System** – Identifies physical location of the system.

g) **Connection to LACC Campus** – Confirms if system needs to be connected to the LACC Campus networks.

System Responsibility Matrix			LACC Systems Responsibility Matrix																				
			System Information						Construction Period														
									Infrastructure			System Components					User Devices						
TR Section	System	Notes	Vendor	In Existing Facility (Y/N)	Required in Existing Facility (Y/N)	Required in New Facility (Y/N)	Integration Required	Campus Wide System (Y/N)	Design & Specify	Procure	Install	Specify	Procure	Supply	Install	Interface	Supply	Program	Programming & Commission	Integration with Existing System	Location of Main System	Connection to LACC Campus
3.7.3.7	Water Softener System																					
	Existing - South Hall			Y	Y	Y	N/A	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	South Hall	N/A
	Existing - West Hall			Y	Y	Y	N/A	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	West Hall	N/A
	New Facility	1 system -Location; L325 kitchen		Y	Y	Y	N/A	N	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	N/A	Developer	N/A	New Facility	N/A
3.7.3.10	Natural Gas System	No new natural gas lines or infrastructure to be provided as part of the Expansion and Modernization project		Y	Y	N	N	N	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	N/A	Developer	South Hall	South Hall	South Hall
3.7.3.11	Rainwater Management System	Limited scope - grey water pipework (in parallel) to lavatories		Y	Y	Y	N	N	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	N/A	Developer	Yes	New Facility	Storm
3.7.3.12	Compressed Air System	Compressed air shall be distributed throughout every other floor box in the new exhibit hall Existing compressed air system will be extended for new expansion																				
	Existing - South Hall			Y	Y	N	N	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	LACC Campus	N/A
	Existing - West Hall			Y	Y	N	N	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	LACC Campus	N/A
	New Facility			N	Y	Y	Y	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	Developer	Yes	New Facility	N/A
3.7.4.4	Smoke Control	Existing smoke control system stays as is with exception of atriums.Existing system in south atrium is being altered to comply with egress requirements to Pico. Minor modifications to existing system in south halls will be made to accomodate new atrium smoke control fans.(Smoke Control for South Hall is to remain per Reg 4 Requirements)																				
	Existing - South Hall			Y	Y	Y	FAS BMS	Y	Code Report	Code Report	Code Report	Code Report	Code Report	Code Report	Code Report	Developer	N/A	N/A	Developer	Yes	LACC Campus	N/A
	Existing - West Hall			Y	Y	Y	FAS BMS	Y	Code Report	Code Report	Code Report	Code Report	Code Report	Code Report	Code Report	Developer	N/A	N/A	Developer	Yes	LACC Campus	N/A
	New Facility			N	Y	Y	FAS BMS	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	Developer	Yes	LACC Campus	N/A
3.7.5	Building Management Systems (BMS)	BMS to act as one system across campus including smoke control. Existing halls will receive upgraded network and controller infrastructure, integrating entire system. New control room to be located in central plant or existing control room.		Y	Y	Y	FAS HVAC Lighting Control	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	TBD	TBD	Developer	Yes	New Facility	Data
3.7.8	Lighting System	Lighting control system will be incorporated in new expansion, no scope in the existing halls.																				
	Existing - South Hall			Y	Y	Y	Y	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Developer	N/A	N/A	Developer	N/A	N/A	N/A
	Existing - West Hall			Y	Y	Y	Y	Y	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Developer	N/A	N/A	Developer	N/A	N/A	N/A
	New Facility			Y	Y	Y	Y	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	Developer	N/A	New Facility	N/A
3.7.9.1	Fire Sprinkler System	South Hall will feed the entire campus on automatic standpipes. Currently the South and West halls are serviced by 8 firepumps on individual loops. Scope includes tying existing loops together and servicing the campus (South, West and Pico Halls) with 2 of the 4 existing pumps from the South Hall pump room.																				
	Existing - South Hall			Y	N	N	FAS	Y	Developer	Code Report	Code Report	Code Report	Code Report	Code Report	Code Report	Developer	N/A	N/A	Developer	Yes	LACC Campus	Firewater
	Existing - West Hall			Y	N	N	FAS	Y	Developer	Code Report	Code Report	Code Report	Code Report	Code Report	Code Report	Developer	N/A	N/A	Developer	Yes	LACC Campus	Firewater
	New Facility			Y	Y	Y	FAS	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	Developer	Yes	LACC Campus	Firewater
3.7.9.6.1	Fire Alarm System	A new Notifier fire alarm system will be provided for the South, West and Kentia Halls together with parking structure (excluding Cherry and Venice St structures) . Notifier will replace existing on a 1 for 1 basis, including annunciators, panels etc. South, West and Kentia Halls will be upgraded to meet current code. Fire alarm will meet High Rise code requirements. Fire alarm system to provide contacts per zone to communicate with smoke control system. New FA panel will be located in new Fire Control Room (FCC)		Y	Y	Y	BMS FPS AV/PAS - trigger mute	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	Developer	Yes	New Facility	Data
3.7.10	Mass Notification System	JV scope for new expansion includes a MNS that is integrated with the Fire Alarm. It remains to be confirmed if LADBS/FD will allow the MNS be integrated with the Fire Alrm, although the current MNS is combined with the Public Address system in the existing Halls. A separate standalone system will attract a premium.																				
	Existing - South Hall			Y	Y	N	N	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	South Hall	Data
	Existing - West Hall			Y	Y	N	N	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	West Hall	Data
	New Facility			Y	Y	Y	N	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	Developer	Yes	New Facility	Data

System Responsibility Matrix			LACC Systems Responsibility Matrix																				
			System Information						Construction Period														
									Infrastructure			System Components					User Devices						
TR Section	System	Notes	Vendor	In Existing Facility (Y/N)	Required in Existing Facility (Y/N)	Required in New Facility (Y/N)	Integration Required	Campus Wide System (Y/N)	Design & Specify	Procure	Install	Specify	Procure	Supply	Install	Interface	Supply	Program	Programming & Commission	Integration with Existing System	Location of Main System	Connection to LACC Campus
3.7.11.3	Electronic Security																					
	New Facility - Access Control	user devices need to work with New and Existing Facility New expansion security includes card readers, door contacts and motion detectors		Y	Y	Y	Security	N	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Yes	New Facility	Data
	Existing - Access Control	Modernization includes card readers for 88 doors (VE option eliminates card readers in existing Halls) LACC responsible for making sure existing system is current version, will support the new devices. REI will make sure the new devices will work with the existing.		Y	Y	N	Security	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	South Hall	Data
	New Facility - Wired Panic Duress			N	N	Y	Security	N	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Yes	New Facility	Data
	Existing Facility - Wired Panic Duress	LACC responsible for making sure existing system is current version, will support the new devices. REI will make sure the new devices will work with the existing.		Y	Y	N	Security	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Existing Facility	Data
	New Facility - Intrusion Detection			N	N	Y	Security	N	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	Developer	Yes	New Facility	Data
	Existing Facility - Intrusion Detection	LACC responsible for making sure existing system is current version, will support the new devices. REI will make sure the new devices will work with the existing.		Y	Y	N	Security	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	South Hall	Data
	New Facility - Video Management System (VMS)			N	N	Y	Security	N	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer			Developer	Yes	New Facility	Data
	Existing Facility - Video Management System	REI will make sure the new cameras will work with the existing.		Y	Y	N	Security	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Developer	Yes	South Hall	Data
	Security Storage	Video storage for new cameras, per TRs within the new expansion		Y	N	Y	Security	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer			Developer	Yes	New Facility	Data
3.7.12	Emergency Responder Communication System (ERRCS)	Install ERRCS system within the new expansion and existing buildings. Assumes system can be connected to existing Signal Hoist,Venice St and Cherry St Garages not included in scope.		Y	Y	Y	Y	Y	Developer	Developer	Developer	Code Report	Code Report	Code Report	Code Report	Code Report			Developer	Yes	New Facility	Data
3.7.13	Distributed Antennae System (DAS)	Install DAS system for New expansion. Neutral Host DAS for the Expansion can incorporate for up to 4 mobile cell carriers. Signal source is existing. Owner/LACC to coordinate with carriers and existing Vendor		Y	N	Y	N	N	Developer	Developer	Developer	Other	Other	Other	Other	Other			Other	Yes	LACC Campus	Data
3.7.14	ICT Communication Systems																					
3.7.14.5	Structured Cabling			N	N	Y	N/A	N	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer			Developer	Yes	N/A	Data
	Existing Structured Cabling			Y	N	N	N/A	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Developer	N/A	N/A	Developer	Yes	Existing Facility	Data
	City Secure Network	LAN to CTD		Y	Y	N	N/A	N	Developer	Developer	Developer	City	City	City	City	City	N/A	N/A	City	Yes	West Hall	Data
	Wireless Public Network	REI supplies Wireless Access Points (WAPS), that support LAC staff within the facility. 3rd Party (SmartCity) provides standalone WiFi, that support conventions (attendees+ sponsors).		Y	N	Y	Service Provider Network	Y	Developer	Developer	Developer	Other	Other	Other	Other	Point of Sale	N/A	N/A	Other	Yes	South Hall	Data
	Wireless Service Provider Network	REI supplies Wireless Access Points (WAPS), that support LAC staff within the facility. 3rd Party (SmartCity) provides standalone WiFi, that support conventions (attendees+ sponsors).		Y	N	Y	Service Provider Network	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Point of Sale	N/A	N/A	Developer	Yes	South Hall	Data
3.7.14.7.5	Point of Sale System	Infrastructure (conduits and cabling by JV), POS equipment by LACC/Vendor.		Y	Y	Y	Service Provider Network	Y	Developer	Developer	Developer	Other	Other	Other	Other	Point of Sale	N/A	N/A	Other	Yes	South Hall	Data
	Car Parking System	developer to provide backbone infrastructure for Pico vehicle entrance if needed		Y	Y	N	Y	N	Developer	Developer	Developer	Other	Other	Other	Other	Other	N/A	N/A	Other	N/A	LACC Campus	Data
	Telephone System	Conduit and cabling only for new expansion. (Extension of existing system in LACC). Integration/telephones/handsets by LACC/Vendor..		Y	Y	Y	Y	Y	Developer	Developer	Developer	Other	Other	Other	Other	Other	N/A	N/A	Other	Yes	LACC Campus	Data

System Responsibility Matrix			LACC Systems Responsibility Matrix																				
			System Information						Construction Period														
									Infrastructure			System Components					User Devices						
TR Section	System	Notes	Vendor	In Existing Facility (Y/N)	Required in Existing Facility (Y/N)	Required in New Facility (Y/N)	Integration Required	Campus Wide System (Y/N)	Design & Specify	Procure	Install	Specify	Procure	Supply	Install	Interface	Supply	Program	Programming & Commission	Integration with Existing System	Location of Main System	Connection to LACC Campus
3.7.15	Audiovisual System	AV system in new expansion. Equipment and speakers will be installed in huddle,meeting and conference rooms for the new expansion.Sound system can be integrated with equipment in existing Halls.		Y	N	Y	Y	N	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Other	Other	Other	Developer	N/A	New Facility	Data
	Backbone			Y	Y	Y	Y	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	Developer	N/A	New Facility	Data
	Digital Signage																					
	Commercial System	In abeyance - not currently in APLCA scope		N	Y	Y	AV	Y	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	N/A	New Facility	Data
	Wayfinding System	In new expansion only		Y	Y	Y	AV	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	Events	Developer	Developer	Developer	N/A	New Facility	Data
	Wayfinding System Backbone			N	Y	Y	AV	Y	Developer	Developer	Developer	Developer	Developer	Developer	Developer	N/A	N/A	N/A	Developer	N/A	New Facility	Data

Footnotes

Campus Wide Systems: Designated systems and all components of such systems, including user devices, which operate across the LACC Campus. Developer wil be responsible to ensure full integration across the LACC Campus.

System Components: devices that are integral to the System operation such as sensors, initiating devices etc., to facilitate communication protocols over applicable networks.

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX - 08 MODERNIZATION SCOPE

1. Modernization Works

a) The Modernization Work within the Project Limits focuses on upgrading and enhancing specific areas and systems within them. These works are outside the Expansion Limits and the consequential works necessary for integrating the Work with the LACC Campus.

b) Modernization Works relate to areas or elements within the Project Limits, ensuring that these spaces align with Owner's requirements, providing a consistent user experience across the entire LACC Campus.

c) Modernization items can be categorized as:

i. **Remodeled areas**: Areas where internal modifications are made, including the removal or rebuilding of walls, and the renewal or replacement of most elements within the space, such as mechanical, electrical, or architectural features will be made good.

ii. **User experience enhancements**: Aesthetic updates that improve the look and feel of the retained facilities, such as modernization of vertical transportation systems.

iii. **Mechanical & Electrical Upgrades**: Upgrades that enhance the overall efficiency of retained spaces but are not required for the project's completion.

iv. **Operational Upgrades**: Upgrades to operational elements to improve levels of service, operational efficiency, and client experience.

v. **Compliance Upgrades**: Ensuring that all existing areas meet current regulations, such as ADA compliance.

d) Developer is responsible for ensuring that all Modernization Works are completed to a high standard, enhancing the overall user experience without compromising the core functionality of the LACC Campus.

e) Section 7 Modernization List identifies the elements of the Project Limits that have been identified for modernization. The following designations shall apply with respect to work to individual elements:

i. **Renew**: all new elements designed to satisfy the relevant outputs of the Technical Requirements.

ii. **Replace**: partially new and/or major repairs to existing element designed to satisfy the relevant outputs of the Technical Requirements, where possible.

iii. **Repair**: isolated repairs to element, to satisfy the requirements in any project-specific specification.

iv. **Retain**: existing element left as existing, with no work required unless needed to complete other works that form part of the project; overall performance shall be no worse than the existing performance.

v. **Remove**: Remove elements of system from site.

f) Developer shall comply with the following when carrying out Modernization Work (references to paragraphs are to the Technical Requirements unless otherwise stated):

i. In all cases, **Sections 2** (Project Requirements and Provisions for Work) and all relevant parts of **Section 3.1.2** (Applicable Codes and Standards), **Section 3.5** (Building Performance Requirements), **Section 3.2** (Lifecycle), **Section 3.4** (Site Infrastructure and Utilities), **Section 3.6** (Buildings), and **Section 3.7** (Facilities Systems) apply.

ii. Developer shall notify Owner if further work is needed in modernization areas to comply with permitting requirements, fire life safety requirements or if further works are required because the modernization work impacts adjacent spaces.

iii. Any elements provided as new by Developer shall have a minimum life expectancy as described in Section 3.2.1 of the Technical Requirements. If an element is being replaced within the retained facilities, the minimum life expectancy shall be met as far as possible. Any fitting, repairing or reusing of existing elements shall be carried out in accordance with Good Industry Practice and such elements shall have a reasonable life expectancy.

2. General Requirements

a) All construction, refurbishment or modernization activities within the Project Limits shall be planned and executed to ensure limited disruption to the day-to-day operations of the facility.

b) Developer shall coordinate closely with facility management to schedule work outside of peak operational hours or within designated areas to minimize noise, dust, or any other disturbances that could affect the facilities' regular functions.

c) Access routes, utilities and essential services must remain fully operational.

d) Developer's activities within the Project Limits shall be coordinated to ensure that no ongoing or scheduled events are disrupted. Developer shall produce a detailed work plan that outlines how each modernization activity will be phased around event schedules, including provisions for noise, dust, vibration, and odor. Any work that could potentially interfere with event operations must be pre-approved by Owner and re-scheduled if necessary to avoid conflicts.

e) Any areas impacted by the Modernization Work, including removal, changes, or damage to existing elements, must be restored to a condition that meets or exceeds the existing quality and aesthetic standards. This includes making good any damage caused during the works.

f) The making-good work should seamlessly integrate with the existing finishes and ensure a cohesive appearance. Patch repairs must be carefully matched to the existing materials and finishes. Developer must ensure that all restored areas are clean, serviceable, and meet the overall design and functional requirements of the project.

g) Any changes to the existing spaces must consider aesthetic consistency with the new areas and the overall design vision of the Expansion Project. This includes matching new finishes, colors, and materials with the existing ones where necessary.

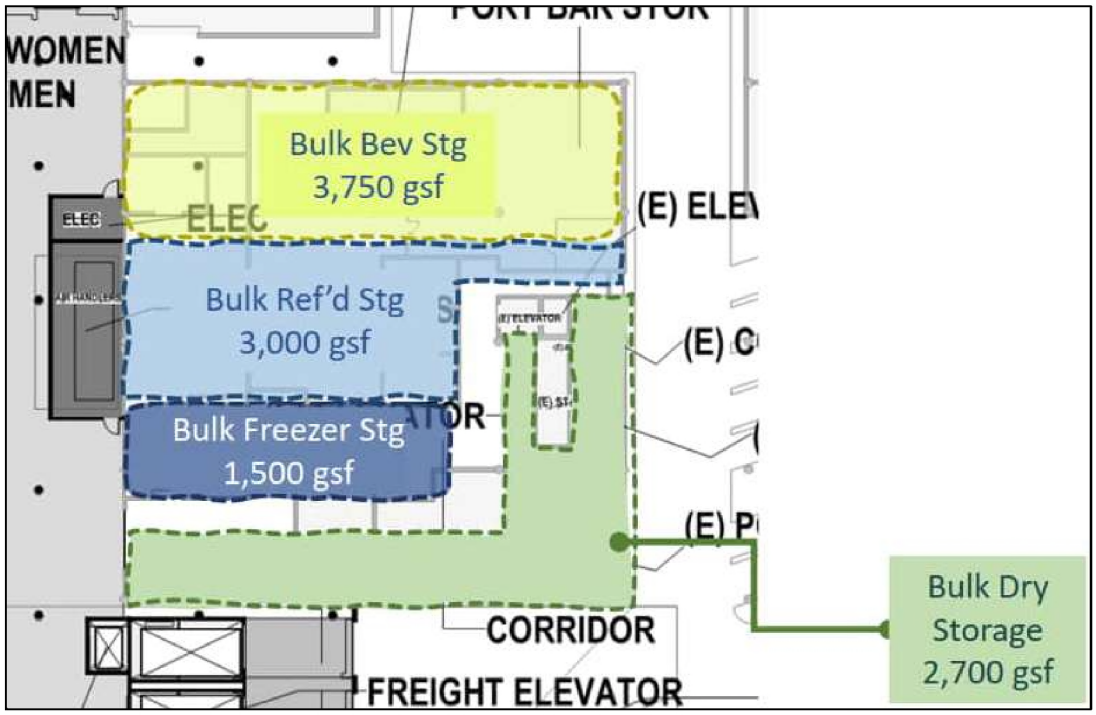
h) All Modernization Work must be carried out to high standards of quality and craftsmanship, in compliance with relevant codes and industry best practices.

i) Any carpet or flooring in areas front of house areas undergoing modernization shall be refurbished or replaced to meet current design standards. Ensure that new flooring materials are durable, easy to maintain, and are in keeping with the Work finishes.

3. Facility Alterations

a) **Level 230 Kitchen Storage:**

i. Developer shall provide replacement kitchen and catering storage areas on level 230 to re-establish the functionality displaced during the Expansion Works. Scope shall include all architectural enclosures (walls, floors, ceilings and doors), mechanical and electrical infrastructure (including but not limited to, power, drainage, ventilation, lighting services), and all other base building elements necessary to support installation of refrigeration and freezer equipment. Developer shall coordinate with Owner to confirm layout, as per Sketch 3.1, service requirements, and access provisions. Supply and installation of equipment shall be by Developer.



Sketch 3.1 – Outline layout design of Level 230 Storage.

b) Removal of Existing Facility gas-fired domestic hot water:

   i. Removal of Existing Facilities gas-fired domestic hot water tanks and tie into new Domestic Hot Water System. Existing Facilities' electrical distribution will be upgraded as required to serve the new units.

4. Mechanical & Electrical Alterations

a) To enhance the functionality, efficiency, and safety of the mechanical and electrical systems within the retained facilities, ensuring they meet current standards and future operational needs.

b) Existing Facility controls replacement:

   i. Provide a new BMS system for the entire LACC Campus. Replace all control points and ensure all sub-metering per the BMS system as outlined in the TRs.

c) Replacement of West Hall air-handling units:

   i. The 24 Air Handling Units (AHUs) serving the Exhibit Hall Space and meeting rooms in West Hall shall be replaced.

   ii. The new AHUs must meet the airflow, temperature control, and energy efficiency standards specified in the project documents. The replacement should aim to minimize downtime and disruption to the Exhibit Hall and meeting room operations.

d) Replacement of electric resistance heater banks:

i. The existing electric resistance heater banks shall be replaced with an appropriate heating system. Developer is encouraged to develop options other than hot water coils. This upgrade must be designed to integrate with the existing heating infrastructure and provide more efficient and responsive temperature control.

ii. The new heating system should reduce energy consumption and improve occupant comfort. The installation must comply with all relevant codes and standards, and the performance of the system should be verified through commissioning.

e) Replace main electrical switchgear in West Hall rooms S1 &S4:

i. Replacement of the main electrical switchgear in West Hall rooms S-1 & S-4. The existing electrical switchgear in West Hall rooms S-1 and S-4 shall be replaced due to end-of-life concerns. The new switchgear must be designed for reliability, safety, and compatibility with the existing electrical infrastructure.

ii. The new switchgear should enhance operational safety and reduce the risk of electrical failures. It must meet all relevant electrical codes and standards, with detailed testing and commissioning prior to full operation. Testing of feeder cables supplying the switchboards, and large cables feeding downstream circuits shall be considered for insulation testing prior to work commencing. To be discussed with Owner to determine direction.

f) Fire pump repairs:

i. Necessary repairs of the Existing Facilities' fire pumps are required to ensure that system is compliant. Many components are at their respective end of life or are non-operational.

ii. Developer shall review with LACC Operator to evaluate each pump and associated systems, identifying which repairs have been undertaken by and what repairs are still necessary. Developer to provide an alternate to replace the pumps.

iii. The fire pumps must comply with fire safety codes and be capable of providing reliable fire suppression support. All work should be documented and certified by relevant authorities before commissioning.

5. Vertical Transportation

a) To enhance accessibility, efficiency, and user experience of vertical transportation within and around the Existing Facilities, ensuring that all elevators and escalators meet required safety standards and user expectations.

b) Escalators:

i. Replace all existing escalators in West Hall with new units. The replacements must provide improved reliability, energy efficiency, occupant delivery performance, and safety features. This includes escalators 23, 24, 25, and 26.

ii. The new escalators should meet the latest industry standards for safety, energy consumption, and operational reliability. They must offer smooth and quiet operation, and their design should align with the functional requirements of the facility. The installation should ensure minimal disruption to ongoing operations.

c) Passenger elevators:

i. Provide new passenger elevator in the West Hall Lobby.

ii. Repair passenger elevator P13, focusing on updating obsolete controls and addressing missing safety devices. Ensure that the elevator is restored to full, safe operational status.

iii. The repaired elevator must meet current safety standards, operate smoothly, and integrate with the building's existing vertical transportation systems. Updated controls should ensure reliable performance and longevity

6. Other Modernization Projects

a) To address specific functional and safety upgrades across the retained facilities, ensuring all systems and spaces are compliant with current regulations and operational needs.

b) New West Hall washrooms:

i. Provide four (4) new West Hall washrooms on level 250 to replace wash rooms from level above. The new washrooms should align with the finish standards of the New Facilities' washrooms.

ii. The new washrooms must be fully ADA-compliant, with accessible fixtures, sufficient maneuvering space, and finishes that match the New Facilities' standards. The design should optimize user flow and comfort.

iii. Existing washrooms on level above to remain operational for use by LACC staff.

7. Modernization List

No.	Element	Description	Designation
1	**Facility alterations**		
1.1	Level 230 kitchen storage	Undertake all associated base build work to replace 230 kitchen storage areas impacted by the expansion project.	Renew
1.3	Removal of Existing Facilities gas-fired domestic hot water	Removal of Existing Facility gas-fired domestic hot water tanks and tie into new Domestic Hot Water System	Remove
2	**Mechanical & Electrical Upgrades/Improvements**		
2.1	Existing Facility controls replacement	Provide a new BMS system for the entire LACC Campus. Replace all control points and ensure all sub-metering per the Technical Requirements is on the BMS system	Replace
2.2	Replacement of West Hall air-handling units	Replace the 24 Air Handling Units serving the Exhibit Hall Space in West Hall.	Replace
2.3	Replace Existing Facility electric resistance heater banks	Replace with approved system.	Replace
2.4	Replace main electrical switchgear in West Hall rooms S-1 & S-4	Electrical switchgear in West Hall Rooms S-1 and S-4 is at end of life and requires replacement.	Replace
3	**Vertical Transportation**		
3.1	New West Hall Lobby elevator	Scope to be finalized through design development process	Renew
3.2	Replace West Hall escalators 23 &24	Scope to be finalized through design development process	Replace
3.3	Replace West Hall escalators 25 & 26	Scope to be finalized through design development process	Replace
3.4	Repair passenger elevator P13	Elevator P13 has obsolete controls (unavailable for service) and is missing safety devices.	Repair
4	**Other Elements**		
4.1	New West Hall washroom	Provide four (4) new West Hall washrooms on level 250 to replace washrooms from level above. The new washrooms should align with the finish standards of the New Facilities'~~y~~ washrooms	Renew
4.2	Existing West Hall washrooms	Washrooms to remain in place, and to be handed back to LACC in functional state.	Retain

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 09 – SIGNAGE SCOPE

1.0 General Overview

a) Developer shall design, supply, install, and commission the LACC exterior digital signage system as specified, to provide a fully operational, high-quality digital display infrastructure integrated with the Los Angeles Convention Center (LACC). The work shall include all design, engineering, structural, and utility upgrades necessary to facilitate correct installation and functionality.

2.0 Allowance

a) Developer is required to undertake all necessary inspections, surveys, design development (including schematic, detailed and construction design), alternatives analysis and evaluation, construction, procurement, fabrication, supply and/or installation of the signs within the digital signage program as defined in this Appendix (including without limitation all the structural building modifications, such as steel mountings, foundations, supports, mechanical, electrical, plumbing, telecommunication/data, and other building upgrades/modifications, for all of the signs) and obtaining applicable design and construction permits.

b) Development and evaluation of design alternatives shall be undertaken as part of the design scope, including consideration of cost, and integration with existing infrastructure.

c) Programming of signs is excluded (by others).

3.0 Design and Engineering

3.1. System Design:

d) Develop comprehensive engineering and architectural designs for all signage locations, including Green Wall, West Tower, Pico Overpass, South Tower, Concourse Wall and North Pico Canopy Wall.

e) Ensure designs are compliant with all applicable ordinances, codes and regulations, including Los Angeles Building Codes, National Electrical Code (NEC), and ASCE standards for seismic and wind loads.

f) Coordinate with LACC stakeholders to ensure compatibility and integration with existing systems and architecture.

3.2. Technology Design:

Digital Display

To aid evaluation of selected technology systems, Owner reserves the right to alter acceptable specification ranges stated below as the design progresses.

a) The LED systems shall produce a maximum brightness of 7500nits and a minimum functional brightness of 300nits (nighttime viewing).

b) The processing and controls will be capable of controlling brightness (multi-level), video input, image position, size and scale, adjustable gamma correction, remote power function (power on/off), color, color temperature, contrast, and sharpness.

c) Display's intensity shall be adjustable to a minimum of 256 levels.

d) Minimum 4,096 levels of intensity for each color (red, blue, pure green) 14-bit processing.

e) 4,500°-9,000° Kelvin color temperature. Color temperature shall remain constant across specified horizontal and vertical viewing angles.

f) Refresh rate shall be greater than 3,840+Hz.

g) Video frame rate at or greater than 60 frames per second.

h) Contrast ratio shall be greater than 4000:1.

i) 95% or more of pixels within each module must have a luminance within +/- 4% of the mean luminance for the module.

j) The average luminance of a column or row of pixels at the edge of a module or panel must be within +/- 2% of the average luminance of the module or panel.

k) 95% or more of the pixels within each module must have a chromaticity value, Δu'v', within +/- 0.006 of the mean chromaticity value for the module.

l) 100% of the modules in a screen must have a luminance within +/- 4% of the mean luminance for the screen.

m) 100% of the adjacent modules (i.e., modules sharing a border) in a screen must have a luminance within +/- 3% of each other.

n) 100% of the modules in a screen must have a chromaticity value, Δu'v', within +/- 0.006 of the mean chromaticity value for the screen.

o) 100% of the adjacent modules in a screen must have a chromaticity value, Δu'v', within +/- 0.003 of each other.

p) All uniformity specifications apply across all specified minimum horizontal and vertical viewing angles and are to be met for an all White, all Red, all Green, and all Blue screen display.

q) The system must maintain a minimum brightness level of 7000nits throughout the first 10,000 hours of use or 36 months from the time of acceptance, whichever is longer.

r) All listed specifications must be maintained throughout the first 10,000 hours of use or 36 months from the time of acceptance, whichever is longer.

s) Minimum of a 140° (±70°) horizontal viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.

Media Player

a) Specified to ensure seamless integration with the CMS Signage Headend enabling reliable playback, content scheduling, and dynamic control.

b) Able to support high-resolution video output, synchronization across multiple displays, robust connectivity options, and compatibility with the latest content management protocols.

Structural Engineering:

a) Structural design and engineering must adhere to the Technical Requirements in section 3.6.1 of the PA.

b) Design and engineer steel bracing and support structures to integrate signage into the LACC facades.

Modifications to existing buildings must be:

a) Coordinated with the City of Los Angeles Department of Building and Safety (LADBS).

b) Coordinated with the City of Los Angeles Fire Department (LAFD).

c) Non-invasive where possible to preserve existing structures.

Any shoring to temporarily strengthen and support existing elevated deck structures to support construction equipment should be:

a) Designed and installed in a manner that ensures the existing deck structures are not overloaded or compromised. Developer shall ensure that any equipment loads imposed on the existing deck structures, hardscape, or other existing surfaces are within the loading criteria determined by the structural engineer for safe and proper loading of said structures and hardscape.

All structural components must be designed to withstand:

a) Seismic forces as per ASCE 7-22 Minimum Design Loads and Associated Criteria for Buildings and Other Structures.

b) Wind loads in accordance with CBC Chapter 16.

c) Dead, live, and environmental loads as specified in AISC Steel Construction Manual.

d) All structural calculations must be reviewed and stamped by a California-licensed structural engineer.

e) Developer must employ California-licensed structural engineers for load testing and approval of all designs.

The structural systems for this project must be designed in accordance with the following building and material codes:

a) California Building Code, 2022 Edition (CBC 22) with reference to American Society of Civil Engineers.

b) Minimum Design Loads for Buildings and Other Structures, 2016 Edition (ASCE 7-16).

c) City of Los Angeles Amendments to the IBC, 2023 Edition.

d) California Existing Building Code, 2022 Edition (CEBC 22).

e) Reinforced Concrete: American Concrete Institute, Building Code Requirements for Structural Concrete and Commentary, 2019 Edition (ACI 318-19).

f) Structural Steel: American Institute of Steel Construction, Specification for Structural Steel Buildings, 2016 Edition (ANSI/AISC 360-16).

g) Structural Steel: American Institute of Steel Construction, Seismic Provisions for Structural Steel Buildings, 2016 Edition (ANSI/AISC 341-16).

The material properties used for the design must adhere to the minimum standards within the following:

a) Steel bracing must conform to ASTM A992 for structural steel and ASTM A325 for high-strength bolts.

b) Anchors must comply with ACI 318-19 Appendix D for anchorage to concrete.

Member	**Standard Strength**
Wide Flange Shapes	ASTM A992, Fy = 50 ksi
Hollow Structural Sections	ASTM A500, Grade C, Fy = 50 ksi (Square or Rectangular) ASTM A500, Grade C, Fy = 46 ksi (Round)
Pipe Sections	ASTM A53, Type E or S, Grade B, Fy = 35 ksi

Angle and Channel Sections	ASTM A36, Fy = 36 ksi
Miscellaneous Plates and Connection Material	ASTM A572, Fy = 50 ksi ASTM A588, Fy = 50 ksi

3.3. Utility and Electrical Engineering:

a) Develop plans for power distribution and fire suppression system modifications. For critical loads ensure power is supplied from the emergency power system.

b) Ensure electrical designs meet California Electrical Code (CEC) and LADWP requirements for voltage and load management.

c) Electrical design must allow for peak load, associated with a fully white screen at full brightness, of 65VA/sf and 208V 3-phase power

d) Developer shall obtain from LADWP all historical peak demand data the department has on file to determine accurate "Peak Demand" recorded on all applicable meters (switchboards) being considered for the source(s) of power for the signs and related loads.

e) Upon calculating the new peak demand loads for all relative switchboards intended to supply power for the new signs and related loads, Developer shall submit the calculations to the city for review and approval. Calculations shall include full load rating of each switchboard, and the calculated peak demand load in amperage and as a percentage of full load.

Signage power supply will be sourced from existing LADWP vaults:

a) Using the verified data stated in Section 2.3 item d) of this Appendix, Developer shall verify that the sources of electrical power to service the signs and related loads are within acceptable limits as determined by the applicable electrical codes, and by the City as Owner. Calculations are to be reviewed and approved as necessary by AHJs.

b) The following LADWP service vaults have been identified as potential sources of power for the signs and related loads:

   (i) Vault #1 and Vault #2 for South Hall signage.

   (ii) Vault #3 for Pico Hall signage.

   (iii) Vault #4 for West Hall signage.

Electrical systems must comply with:

a) National Electrical Code (NEC) 2023 Edition.

b) California Electrical Code (CEC) for power distribution.

c) City of LA Ordinances

Data and Communications

Digital displays must integrate seamlessly with the LACC's existing IT infrastructure, meeting:

a) TIA-568 series of standards for structured cabling.

b) TIA-607 Standard for Grounding and Bonding

c) IEEE 802.3 for Ethernet-based data connections.

d) Provision for a temporary Digital Sign Support Room/IDF may be necessary depending on the installation and go-live schedule for each sign. This possibility is to be discussed with Owner. If Owner desires this option, Developer shall work with Owner to determine the best temporary location, and effectuate all necessary elements required to activate a fully functioning temporary IDF to service and operate any signs designated for early activation.

Fire Suppression

Fire suppression systems must be updated to:

a) Comply with NFPA 13 for sprinkler systems.

b) Meet California Fire Code (CFC) requirements for fire alarm integration in digital displays.

c) Ensure full compliance with LAFD guidelines for high-risk areas.

4.0 Installation and Integration

4.1. Structural Installation

a) Reinforce existing steel or concrete elements to support signage loads.

b) Install supplementary structural bracing or frames.

c) Strengthen connections between new supports and existing facades.

d) Fabricate and install HSS steel frames for mounting signage.

e) Provide anchorage and bracing aligned with the architectural grid and seismic requirements.

4.2. Signage Installation:

a) Install digital displays with pixel pitch specifications (10mm or 8mm) and appropriate alignment for visibility and aesthetics.

b) Securely mount displays to newly installed or reinforced structural elements and connect power/data systems.

c) Restore all existing elements and finishes impacted by installation back to acceptable standards.

4.3. Utility Connections:

a) Integrate signage power supplies with LADWP vaults and corresponding LACC switchboards.

b) Coordinate and extend power and data connections from demarcation points to the signage.

c) Extend secondary power connections from demarcation points to displays, ensuring proper sequential power start-up.

4.4. Work Site Requirements

a) Construction access is restricted to L.A. Live Way. Use of Figueroa Street requires prior written approval.

b) Pedestrian and bicycle access must be maintained at all times per California MUTCD Part 6 standards.

c) Developer is responsible for 24/7 site security during construction. Measures include fencing, CCTV, and controlled entry points.

4.5. Continuity of Operations

a) Develop a Continuity of Operations plan to minimize impact on LACC operations, and on the safe access and circulation of LACC staff and attendees throughout the LACC Campus during construction. The plan shall also include the impact construction activity will have on aesthetics of the building, the schedule and duration of each phase of preparatory work and actual construction in each area.

4.6. Safety Requirements

a) All signage and barricades must meet California MUTCD standards.

b) Emergency evacuation routes must remain unobstructed and comply with NFPA 101 Life Safety Code.

c) Handling and disposal of hazardous materials (e.g., lead-based paint) must comply with EPA's RCRA standards and California Hazardous Waste Control Law.

4.7. Temporary Structures

a) Temporary structures, such as scaffolding and staging, must comply with:

   (i) OSHA 29 CFR 1926 Subpart L for scaffolding.

   (ii) California Building Code (CBC) Chapter 33 for safeguards during construction.

b) Developer to submit plans for approval, ensuring no obstruction to adjacent facilities or operations.

4.8. Landscaping

a) Conduct a topographic and boundary survey to clarify ownership of the trees that will need to be removed/trimmed.

b) Undertake a Tree Assessment including tree size, Diameter-at-breast-height (DBH); species; and tree condition performed by an ISA Certified Arborist.

c) Develop a Landscape Plan incorporating proposed vegetation replacements/ restoration.

d) Remove or trim trees and vegetation to preserve sight lines for signage in accordance with Landscape Plan at Owner's discretion.

e) Install replacement vegetation with mature sizes that are less likely to impact the view of the digital signage in accordance with Landscape Plan.

4.9. Testing and Commissioning

a) Perform comprehensive system testing, including electrical load balancing, functional display testing (including system performance under expected operating conditions, content display verification, network connectivity and transmittal test, user interface and setting verification, failover and redundancy test), and fire suppression modifications.

b) Calibrate the system to ensure optimal performance, including brightness, contrast, and resolution settings.

c) Maintain detailed documentation of the installation process, settings, and any issues encountered and resolved

d) Conduct acceptance testing witnessed by LACC stakeholders. Conduct any necessary testing to verify ordinance compliance.

4.10. Training

a) Provide operational and maintenance training for LACC personnel, including troubleshooting procedures and cleaning protocols.

4.11. Maintenance Provisions

a) Project shall be designed and constructed in a manner that all existing Façade Access Systems are functional, operational, and unimpeded post construction; and that all portions of the new signs, new façade elements, and all remaining existing façade elements can be cleaned via use of new davit systems, and the existing systems.

b) Install OSHA-compliant catwalks and davit systems for signage maintenance and cleaning.

c) Provide detailed maintenance manuals and schedules for cleaning, inspections, and minor repairs.

d) Supply all necessary tools and spare parts for initial maintenance.

Catwalk systems for rear access must:

a) Support at least 500 lbs per OSHA 29 CFR 1910 Subpart D

b) Include guardrails per OSHA 1910.29 with toe boards and midrails.

c) Be equipped with fall arrest systems, compliant with ANSI/ASSP Z359.1-2020.

Davit arms for cleaning must:

a) Accommodate full sign dimensions and weight.

b) Include extendable mechanisms for high-access areas.

c) Be certified per OSHA 29 CFR 1910.27 for suspended scaffold support.

A comprehensive maintenance manual must be developed, including:

a) Cleaning schedules for all digital surfaces.

b) Inspection and servicing protocols for structural elements.

4.12. Environmental Compliance

a) Dust levels must meet South Coast AQMD Rule 403.

b) Water spraying or dust control agents must be used during construction.

c) Noise levels must remain below LA Municipal Code Chapter XI, Article 2 limits for construction noise.

d) Monitoring equipment must ensure vibration levels do not exceed US Bureau of Mines RI 8507 guidelines for building structures.

e) All construction waste must be segregated and disposed of in accordance with:

   (i) Cal Recycle Construction and Demolition Waste Standards.

   (ii) LA Zero Waste Goals for landfill diversion.

4.13. Ordinance Compliance

a) Nighttime brightness from sunset to sunrise must not exceed 600 candelas per square meter (cd/m²) in the Figueroa Corridor and Arena Sign Zones, and 300 cd/m² in other zones.

b) Daytime brightness from sunrise to sunset is capped at 5,000 cd/m².

c) The displays shall transition smoothly at a consistent rate from the permitted daytime brightness to the permitted nighttime brightness levels, beginning not less than 45 minutes prior to sunset and concluding at sunset.

d) Displays must conform to a maximum horizontal beam spread of 140 degrees and a maximum vertical beam spread of 65 degrees.

e) Digital Displays shall conform to the applicable provisions of the Code, and state law including the California Business & Professions Code and Vehicle Code.

f) When measured at ground level from any location other than the property on which a Digital Display is located, a Digital Display shall not under any circumstance increase the total amount of measurable light more than 21.5 lux (3.0 foot-candles) above the ambient-light level that exists when the Digital Display is extinguished.

g) Content refresh rates must align with the specified intervals in Section 7(C)(5) of the ordinance.

h) Digital Displays that are not visible from a freeway may be full animation.

i) Digital Displays that are visible from a freeway shall be subject to Controlled Refresh Rate 2.

j) Digital Displays within the Freeway Edge Sign Zone shall be subject to Controlled Refresh Rate 1.

k) Per the Ordinance Sec. 6 (F), “There shall be no required minimum distance separating signs within the Sign District, except as may otherwise be required pursuant to state or federal law or as specified in this Ordinance.”

l) Per code requirements, Sign DD.03 and DD.22 must provide a minimum of 500-foot separation between these two signs as they are freeway-facing signs.

5.0 Applicable Codes and Standards

a) For each of the above sections and for the whole signage project, Developer must adhere to the codes and standards set out in the Technical Requirements

6.0 Sign Description

Information within the sign description section is correct at the time of agreement but may be subject to alteration as design progresses.

1. **Pico Canopy – DD.22 Option 1B**
    a) Location: Pico Hall
    b) Zone: Freeway Edge
    c) Dimensions: 50x380 ft
    d) Square Feet: 19,000
    e) Height Above Ground Level: *90 feet*
    f) Pixel Pitch: 10mm

2. **Green Wall – DD.3 Option 1B Alternative 6**
    a) Location: South Hall
    b) Zone: Freeway Edge
    c) Dimensions: 50x483 ft
    d) Square Feet: 24,150
    e) Height Above Ground Level: 45 feet
    f) Pixel Pitch: 10mm

3. **South Tower – DD.28 Option 3 Alternative 12**
    a) Location: South Lobby
    b) Zone: Figueroa Corridor
    c) Dimensions: 58x180 ft
    d) Square Feet: 9,396
    e) Height Above Ground Level: 98 feet
    f) Pixel Pitch: 8mm

4. **Pico Overpass – DD.26 (decision on preferred option pending)**
    a) Location: Concourse Hall
    b) Zone: Figueroa Corridor
    c) Dimensions: 38x101 ft
    d) Square Feet: 3,838
    e) Height Above Ground Level: 45 feet
    f) Pixel Pitch: 8mm

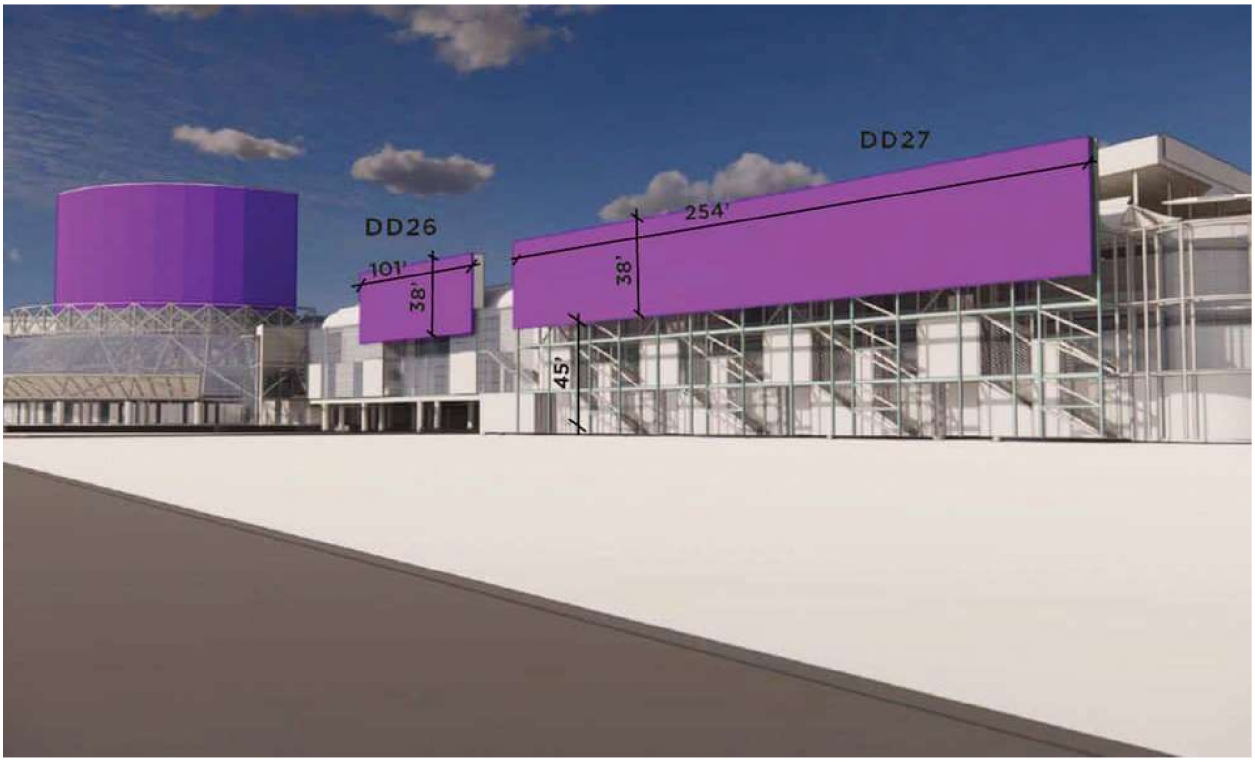
5. **Concourse Wall – DD.27 (decision on preferred option pending)**
    a) Location: Concourse Hall
    b) Zone: Figueroa Corridor

c) Dimensions: 38x254 ft
d) Square Feet: 9,652
e) Height Above Ground Level: 45 feet
f) Pixel Pitch: 8mm

6. West Tower – DD.25 Option 1

a) Location: West Lobby
b) Zone: Figueroa Corridor
c) Dimensions: 58x129 ft
d) Square Feet: 7,482
e) Height Above Ground Level: 77 feet
f) Pixel Pitch: 8mm




DD27
DD26
254'
101'
38'
38'
45'

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 10 – KITCHEN AND CATERING SCOPE

1.0 Purpose

a) This Appendix sets forth the scope relating to the kitchen and catering design as part of the LA Convention Center's Expansion and Modernization Project. This scope has been developed to ensure that a holistic food and beverage offering across the LACC campus is available on completion of the Project.

2.0 Summary

a) Developer shall progress design from the current design concept through to 100%CD, inclusive of the 100%DD and 50%CD milestones as set out in Appendix 2B. Developer is responsible for coordination with LACC Operator and Owner as necessary to integrate the new catering provision effectively with existing facilities.

b) Where equipment is noted to be provided by Developer, this is limited to equipment needed to enable functional use of those areas and does not include 'consumable' items such as glass racks, dish dollies, soap and towel dispensers which shall be provided by LACC Operator.

c) Developer is responsible for coordination of all associated permits from LADBS, AHJ and Health Department and attaining necessary approvals in relation to the scope defined within this Appendix.

Table 10.2: Summary Scope

Level	Area	Scope
Level 230 (West Hall)	Kitchen store	Developer shall provide replacement kitchen and catering storage areas on level 230 to re-establish the functionality displaced by the Expansion Works. Scope includes architectural enclosures (including but not limited to walls, floors, ceilings and doors), mechanical and electrical infrastructure (including but not limited to, power, drainage, ventilation, lighting services), and supply and installation of refrigeration and freezer equipment. Developer shall coordinate with Owner and LACC Operator to confirm layout, service requirements, and access provisions. Supply and installation of equipment shall be by Developer.

Level	Area	Scope
Level 250 (West Hall)	Main kitchen access to Expansion	Access is required from the existing kitchen to the expansion back of house (BOH) areas without passing through the front of house (FOH) areas. Developer to undertake review of existing facilities to identify opportunities to create necessary access between these spaces. Developer shall coordinate with Owner and LACC Operator to confirm any layout alterations required and access requirements.
Level 250 (Expansion)	Pantry/ concession areas	The 250 pantry and concession areas shall include full buildout and all other base building elements necessary and supply and installation of equipment. Developer shall coordinate with Owner and LACC Operator to confirm layout and service requirements to ensure new provision will complement the existing catering facilities.
Level 270 (Expansion)	Pantry areas	The 270 pantry areas shall include full buildout and all other base building elements necessary and supply and installation of equipment. Developer shall coordinate with Owner and LACC Operator to confirm layout, service requirements to ensure new provision will complement the existing catering facilities.
Level 325 (Expansion)	MPS kitchen	The MPS/Level 325 kitchen scope shall include full buildout and all other base building elements necessary and supply and installation of a full professional kitchen and associated areas. Developer shall coordinate with Owner and LACC Operator to confirm layout and service requirements to ensure new provision will complement the existing catering facilities.

2.1 Level 230 (West Hall) – Kitchen Store

a) Developer shall reorganize the existing kitchen and catering storage areas at level 230 to re-establish the functionality displaced by the Expansion Project. The square foot area of the store shall be no smaller than the existing area.

b) The Developer shall coordinate with the Owner and LACC Operator to confirm layout and service requirements to ensure new provision will complement the existing facilities.

c) The procurement and installation of the equipment shall include the following:

(i) Cold/Dry storage equipment as necessary to support LACC's food and beverage program, including but not limited to:

1. Bulk walk-in coolers/freezers and remote refrigeration racks,
2. Cold storage shelving,
3. High density shelving,
4. Dry storage shelving,
5. Dunnage racks,
6. Pan racks,
7. Security cages.

(ii) Cart/Can wash equipment, including but not limited to:

1. High pressure spray,
2. Can washer,
3. Mop sink with hose bibb,
4. Mat rack hanger,
5. Floor trough and grates

(iii) Floor scale

(iv) Vegetable pre-wash equipment, including but not limited to:

1. Shelving,
2. Produce wash sink,
3. Pre-rinse stations.

(v) Area required for the material handling equipment, including the receiving office

(vi) Corner guard and wall bumpers at the walk-in boxes, including floor trough and grates.

2.2 Level 250 (West Hall) – Main Kitchen Access to BOH Expansion

a) Developer shall provide a new circulation transition area between the existing kitchen and new BOH areas to support new meeting rooms, Developer shall coordinate with Owner and LACC Operator to confirm layout alterations and access requirements.

b) Developer shall design circulation transition with limited impact to the existing kitchen layout.

2.3 Level 250 (Expansion) Pantry/Concession Areas

a) Developer shall provide a new full buildout of the pantry and concession areas at level 250, including all base buildings and elements (including mechanical, electrical and plumbing/drainage requirements) necessary to support the installation of catering equipment and systems

b) Developer shall provide the following equipment and services:

(i) Cooking equipment and ventilation including but not limited to:

1. Combi ovens,
2. Fryers,
3. Fryer dump stations,
4. Griddles,
5. Ventilation systems including fire suppression systems.

(ii) Prep equipment including, but not limited to:

1. Make-up tables,
2. Worktables,
3. Worktables with sinks; and
4. Wall shelves.

(iii) Food holding equipment including but not limited to:

1. Refrigerators,
2. Freezers,
3. Hot holding carts,
4. Hot wells, and

5. Walk-in coolers with remote refrigeration racks.

(iv) Food display equipment including but not limited to:

1. Heated pass-through merchandisers,
2. Hot/Cold merchandisers,
3. Pass-through refrigerators.

(v) Limited ware washing equipment including but not limited to:

1. Three-compartment sinks,
2. Mop sink cabinets, and
3. Wall shelves.

(vi) Miscellaneous equipment including but not limited to:

1. Hand sinks,
2. Storage shelving,
3. Coffee equipment,
4. Snack racks,
5. Wall flashing,
6. Corner guards,
7. Wall shelf,
8. Pan racks, and
9. Dunnage racks.

c) Catering Support Pantries

(i) Walk-in coolers with remote refrigeration racks include storage shelving, dunnage racks and pan racks.

(ii) Ice equipment including water filters, ice bins, carts, floor troughs and grates.

(iii) Beverage equipment including coffee shuttle brewers with water filters, beverage tables with sink, and wall shelves.

(iv) Food holding equipment including hot and cold banquet carts and pan racks.

(v) Ware washing equipment including, but not limited to, three-compartment sinks, mop sink cabinets.

(vi) Miscellaneous equipment including hand sinks, storage shelving, worktables, corner guards.

2.4 Level 270 (Expansion) Pantry Areas

a) Developer shall provide a new full buildout of the pantry areas at level 270, including all base buildings and elements (including mechanical, electrical and plumbing/drainage requirements) necessary to support the installation of catering equipment and systems

b) Developer shall provide the following equipment and services:

(i) Catering support pantries

(ii) Ice equipment including water filters, ice bins, carts, floor troughs and grates.

(iii) Beverage equipment including coffee shuttle brewers with water filters, beverage tables with sink, and wall shelves .

(iv) Electric power for food holding equipment

(v) Miscellaneous equipment including hand sinks, storage shelving, worktables, corner guards.

2.5 MPS/Level 325 (Expansion) MPS Kitchen

a) The developer shall undertake a full build-out of the MPS/Level 325 kitchen, food service area, and staff offices. This buildout will result in a fully functional professional-grade kitchen suitable for hosting large-scale events.

b) The Developer shall furnish and install all infrastructure necessary to establish a complete and code-compliant condition for the MPS/Level 325 Kitchen. This includes, but is not limited to, all structural framing, exterior and interior wall assemblies, and any associated base building (including mechanical, electrical and plumbing/drainage requirements) elements required.

c) Developer shall provide the following equipment and services:

(i) Catering support pantries

(ii) Cold/Dry storage equipment including, but not limited,

1. Walk-in Coolers/freezers,

2. Remote refrigeration racks,

3. Blast chillers/shock freezers with remote refrigeration racks,
4. Cold storage shelving,
5. High-density shelving,
6. Dunnage racks,
7. Pan racks, and
8. Security cages.

(iii) Cooking equipment and ventilation including, but not limited to:

1. Combi ovens,
2. Multi braising pans,
3. Refrigerated bases,
4. Griddles,
5. Fryers with dump stations,
6. Induction ranges,
7. Exhaust hoods with fire suppression system, and
8. Utility distribution system.

(iv) Bakery equipment including, but not limited to:

1. Chocolate tempering machines,
2. Combi ovens,
3. Multi-braising pans,
4. Rotating rack ovens,
5. Proofers with water filters,
6. Oven racks,
7. Dough dividers,
8. Dough sheeters,
9. Mixers,

10. Water tempering machines, and
11. Ventilation equipment, including a fire suppression system.

(v) Prep equipment includes, but not limited to:

1. Worktables,
2. Worktables with sinks,
3. Wall shelves,
4. Food processors,
5. Hand-held mixers,
6. Food mixers,
7. Food slicers,
8. Pan Rack.

(vi) Food Holding Equipment including, but not limited to:

1. Refrigerators,
2. Freezers,
3. Refrigerated bases, and
4. Undercounter refrigerators.

(vii) Ware washing equipment including, but not limited to:

1. Soiled dish tables,
2. Clean dish tables,
3. Pre-rinse,
4. Dish machine (flight type),
5. Dish machine (conveyor type),
6. Pot washer,
7. Cutlery burnisher,
8. Rack shelf,

9. Condensate hoods,
10. Floor trough and grate,
11. Food waste collector,
12. Hose reel,
13. Pot/pan shelving,
14. Soak sink,
15. Mop sink,
16. Pot sink, and
17. Pre-rinse units.

(viii) Catering support equipment including, but not limited to:

1. Conveyor belts,
2. Coffee shuttle brewers with water filters,
3. Hot water dispensers,
4. Beverage tables,
5. Pre-rinse unit with water fill hoses,
6. Ice equipment including water filters,
7. Ice carts,
8. Remote refrigeration, and
9. Hot and cold banquet carts.

(ix) Miscellaneous Items include but not limited to:

1. Corner guards;
2. Hand sinks;
3. Wall flashing;
4. Wall cap;
5. Wall shelf;

6. Wall cabinet; and

7. Queen Mary Carts

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 12 – SURVEY DATA

1.0 Overview

This Appendix acts as a table of contents for the survey's undertaken as part of the Early Works Period. Four survey types were undertaken:

1. Hazardous Material Report
2. Site Utilities Investigation
3. Geotechnical Report
4. Methane Investigation & Report

2.0 Hazardous Material Report

PCB and Substrate Sampling Letter Report. Report Dated: October 11, 2024

Limited Pre-Renovation Level ERM Survey undertaken by Citadel EHS. Report dated: November 22, 2024

3.0 Site Utilities Investigation

Expansion Utility Locating Investigation undertaken by C Below. Report dated: November 20, 2024.

Expansion Utility Map undertaken by C Below. Report dated January 08, 2025.

4.0 Geotechnical Report

Report of Geotechnical Investigation, undertaken by WSP. Report dated: December 24, 2024.

5.0 Methane Investigation & Report

Report of Methane Investigation, undertaken by WSP. Report dated: November 11, 2024.

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 13A – CEQA Mitigation Responsibility

1.0 Purpose of The Appendix

a) The CEQA Mitigation Responsibility Matrix captures mitigation measures relevant to the Project.

b) The matrix captures mitigation commitments arising from environmental documentation, project approvals and agency coordination.

c) The matrix provides a consolidated reference to support tracking, assignment of responsibilities, and integration of mitigation requirements into the project delivery process.

2.0 Structure of the Matrix

a) The matrix is structured to align with the Mitigation Monitoring Program (MMP) requirements applicable to the Project.

b) Each mitigation measure is listed alongside its description, monitoring agency, and implementation requirements.

c) The matrix includes the following columns:

i. **Item No.** – Reference code linked to MMP.

ii. **Description/Summary** – Full summary of the mitigation requirement.

a. **Mitigation Monitoring Program** - Category or discipline under which the measure falls.

iii. **LACC Planning Clearence Matrix** – Mitigation implementation checkpoints.

a. Clearance Description – Short summary of the mitigation clearance type.

b. Sheet/Tab Ref – Identifies the tab or worksheet reference within the matrix document.

c. **Prior to Demo** – Indicates if mitigation must be implemented before demolition activities.

d. **Prior to Grading/Shoring** – Indicates if mitigation applies before site grading or shoring work.

e. **Prior to Building** – Denotes measures to be cleared prior to issuance of building permits.

f. **Tract Map Record** – Denotes measures tied to final map recordation or related land use milestones.

g. **Responsible Party** – Entity responsible for implementation.

h. **Scope Clarifications** – Additional notes clarifying relevance, applicability, or exclusions.

d) This structure enables direct coordination between project implementation stages and the corresponding mitigation obligations, ensuring traceability, accountability, and regulatory compliance.

3.0 Use and Updates

a) This matrix is a live reference tool intended to support coordination and compliance throughout the Project.

b) It may be updated to reflect changes arising from:

i. Design Development.

ii. Permitting agency feedback.

iii. Construction sequencing or methodology.

iv. Ownership or operational decisions.

v. Environmental Impact Report (EIR) amendments or clarifications.

c) All updates will be coordinated through the appropriate stakeholder review process and maintained as part of the project record.

4.0 Reference Documents

a) The following documents informed the content of the matrix:

i. Environmental Impact Report (EIR) for the Project.

ii. CEQA Conditions of Approval

iii. Agency and City correspondence and submittal responses related to mitigation planning.

LACC PLANNING CLEARANCE MATRIX

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
	MITIGATION MONITORING PROGRAM								
A	**AESTHETICS**								
PDF C-1	Temporary construction fencing shall be placed along the periphery of active construction areas to screen much of the construction activity from view at the street level. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off	Field Inspections						**PWJV**	
PDF C-2	The Project Applicant shall monitor the Project Site for graffiti and contract with a graffiti removal company, as needed. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off	Field inspections						**PWJV**	
PDF D.2-2	Screening on New Parking Garages: Exterior screening shall be installed to minimize the spill light from luminaires within open structure buildings from reaching beyond the Project Site. The screening shall also be installed so as to minimize the views and potential glare of headlights of motor vehicles within the garage from beyond the Project Site boundary. Screening measures may include, but are not limited to, shielding attached to the luminaire, building, or site structures. • Enforcement Agency: Los Angeles Department of Building and Safety and Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction, Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to Certificate of Occupancy • Action Indicating Compliance: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction); Written compliance certification from approved lighting consultant/expert prior to issuance of applicable Certificate of Occupancy (Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO						**N/A**	**Not under the contract scope of work for the LACC Expansion and Modernization Project**
PDF D.2-3	Building Façades: The maximum measurable luminance of the illuminated building façade (excluding contributions from illuminated signage) shall not exceed 40 cd/m2 visible beyond the site boundary. Additionally, an area weighted average of field measurements shall not exceed 10 cd/m2 (excluding contributions from illuminated signage) for any single contiguous façade area greater than 7,500 square feet in area. • Enforcement Agency: Los Angeles Department of Building and Safety and Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction, Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to Certificate of Occupancy • Action Indicating Compliance: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction); Written compliance certification from approved lighting consultant/expert prior to issuance of applicable Certificate of Occupancy (Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO				X		**PWJV**	
PDF D.2-4	Glass used in building façades shall be anti-reflective or treated with an antireflective coating in order to minimize glare. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction (during plan check); Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection • Action Indicating Compliance: Plan approval and issuance of applicable building permit for the New Hall (Pre-construction);	Plan check and field inspections				X		**PWJV**	
PDF D.2-5	Light levels from permanent building light fixtures shall not exceed 10 fc (average, horizontal at the ground) within Gilbert Lindsey Plaza. • Enforcement Agency: Los Angeles Department of Building and Safety and Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Pre-operation • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to operation • Action Indicating Compliance: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction); Written compliance certification from approved lighting consultant/expert prior to issuance of applicable Certificate of Occupancy (Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO				X		**PWJV**	

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
PDF D.2-6	Illuminance from specified building lighting light sources shall not exceed 21.5 lux (2.0 fc) at the property line of the nearest residential property or light sensitive receptor. • Enforcement Agency: Los Angeles Department of Building and Safety and Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction, Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to Certificate of Occupancy • Action Indicating Compliance: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction); Written compliance certification from approved lighting consultant/expert prior to Issuance of applicable Certificate of Occupancy (Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO				X		PWJV	
PDF D.2-9	Luminaires within the Bond Street and L.A. Live Way Garages shall be equipped with screening measures that limit light spill beyond the north and west sides of the garage toward to Project Site's northern and western boundaries, which are adjacent to sensitive receptors. • Enforcement Agency: Los Angeles Department of Building and Safety and Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction, Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to Certificate of Occupancy • Action Indicating Compliance: Approval of Lighting Plans prior to issuance of applicable building permit for the garages (Pre-construction); Written compliance certification from approved lighting consultant/expert prior to Issuance of Certificate of Occupancy for the garages (Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO						N/A	Not under the contract scope of work for the LACC Expansion and Modernization Project
PDF D.2-13	The measured illuminance from Proposed Project signage shall not exceed 32.3 lux (3.0 fc) at the property line of the nearest residential property or light sensitive receptor. • Enforcement Agency: Los Angeles Department of Building and Safety and Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to Certificate of Occupancy • Action Indicating Compliance: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction); Written compliance certification from approved lighting consultant/expert prior to issuance of applicable Certificate of Occupancy (Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO				X		PWJV	This is subject to the proposed signage by the City does not prohibit this requirement being met.
PDF D.2-14	The measured luminance from Proposed Project signage shall not exceed 800 cd/m² after sunset or before sunrise. • Enforcement Agency: Los Angeles Department of Building and Safety and Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection • Action Indicating Compliance: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction); Written compliance certification from approved lighting consultant/expert prior to issuance of applicable Certificate of Occupancy (Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO				X		CTD - OPERATIONS	PWJV responsible for Project Signage until turnover to CTD -Operations
PDF D.2-16	The intensity of illuminated signage shall be controlled with a photocell with an adjustable set-point that measures available daylight. This set-point shall be used to control the intensity of the sign output to either the daytime or nighttime luminous intensity. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to Certificate of Occupancy • Action Indicating Compliance: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction);Written compliance certification from approved lighting consultant/expert prior to issuance of applicable Certificate of Occupancy (Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO				X		CTD - OPERATIONS	PWJV responsible for Project Signage until turnover to CTD -Operations
PDF D.2-17	Light sources associated with Proposed Project construction shall be shielded and/or aimed so that no direct beam illumination is provided outside of the Project Site boundary. However, construction lighting shall not be so limited as to compromise the safety of construction workers. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Periodic field inspections during construction • Action Indicating Compliance: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction); Field inspection sign-off (Construction); Annual compliance certification report submitted by Project contractor (Construction)	Approval of lighting plans prior to building permit issuance. Annual compliance reports				X		PWJV	

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PDF D.2-19	All luminaires installed on a temporary basis on the Project Site shall be aimed so that the direct beam illuminance is directed on the event activity. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Public Works • Monitoring Agency: Los Angeles Department of City Planning; Los Angeles Department of Public Works • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual compliance certification report submitted by Applicant	Annual Compliance Report						CTD - OPERATIONS	PWJV responsible for complying during construction for luminaires installed on a temporary basis for construction activities.
PDF D.2-21	The interior lighting for the Proposed Project and associated luminances or interior surfaces shall be designed, specified, and installed so that maximum candela direct beam illuminance (from luminaires) is not directed out of the building envelope. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to Certificate of Occupancy • Action(s) Indicating Compliance with Project Design Feature: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction); Written compliance certification from approved lighting consultant/expert prior to issuance of applicable Certificate of Occupancy(Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO				X		PWJV	
PDF D.2-22	Project signs shall be less than high contrast conditions with maximum sign luminance of 5,000 cd/m² during daytime. In addition, project signs shall be controlled by a time clock and photocell to transition smoothly from the maximum daytime luminance of 5,000 cd/m² to the maximum nighttime luminance of 800 candelas/m², beginning at 45 minutes prior to sunset and completed no later than 20 minutes prior to sunset to avoid potential high contrast, glare conditions. Similarly, the project signs will transition from the night maximum luminance of 800 cd/m² to the day maximum luminance of 5,000 cd/m², beginning no earlier than 20 minutes after sunrise. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to Certificate of Occupancy • Action(s) Indicating Compliance with Project Design Feature: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction); Written compliance certification from approved lighting consultant/expert prior to issuance of applicable Certificate of Occupancy (Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO				X		CTD - OPERATIONS	PWJV responsible for Project Signage until turnover to CTD -Operations
PDF D.2-23	The portion of the South Hall Lobby Sign DD.28 that faces east toward Figueroa Street as shown in the sign plan for Options A and B included in the Sign Lighting Study within Appendix A-1 of the Addendum shall either be limited to a luminance of 300 cd/m² or be reduced in size to a maximum of 2,430 square feet of area. A combination of these modified features may also be implemented as long as the sign does not generate illuminance above 3.0 footcandles at the sensitive receptor at 1200 Figueroa Street. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to Certificate of Occupancy • Action(s) Indicating Compliance with Project Design Feature: Approval of Lighting Plans prior to issuance of applicable building permit (Pre-construction); Written compliance certification from approved lighting consultant/expert prior to issuance of applicable Certificate of Occupancy (Construction)	Approval of lighting plans prior to building permit issuance. Certification from lighting consultant prior to CofO				X		CTD - OPERATIONS	PWJV responsible for Project Signage until turnover to CTD -Operations
PDF D.1-1	Project building heights and massing shall substantially conform to the design guidelines and standards set forth in the proposed Convention Center and Arena Specific Plan. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of City Planning; Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to Certificate of Occupancy • Action Indicating Compliance: Plan approval (Pre-construction); Issuance of building permit for New Hall (Construction)	Plan check before building permit. Field inspection before CofO				X		PWJV	
MM C-1	The Applicant shall provide through appropriate postings and daily visual inspections that no unauthorized materials are posted on any temporary construction barriers or temporary pedestrian walkways, and that such temporary barriers and walkways are maintained in a visually attractive manner throughout the construction period. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance report by Project contractor	Field Inspections and Annual Compliance Report						PWJV	

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
MM C-2	The proposed streetscape improvements shall be reviewed and approved by the City's Department of Public Works Street Tree Division prior to issuance of the first grading permit. • Enforcement Agency: Los Angeles Department of Public Works • Monitoring Agency: Los Angeles Department of Public Works • Monitoring Phase: Pre-construction • Monitoring Frequency: Once, at plan check • Action Indicating Compliance: Plan approval and issuance of first grading permit for Project	Approval of streetscape plan prior to grading permit.			X			PWJV	
MM C-3	All landscaped areas shall be maintained in accordance with a landscape plan, including an automatic irrigation plan, prepared by a licensed landscape architect in accordance with LAMC Sections 12.40 and 12.41. The final landscape plan shall be reviewed and approved by the City of Los Angeles Department of City Planning prior to issuance of the first grading permit. • Enforcement Agency: Los Angeles Department of City Planning (plan review); Los Angeles Department of Building and Safety (construction) • Monitoring Agency: Los Angeles Department of City Planning (plan review); Los Angeles Department of Building and Safety (operation and maintenance) • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check for Project; Once, prior to issuance of Certificate of Occupancy for the New Hall • Action Indicating Compliance: Plan approval and issuance of applicable building permit (Pre-construction); Issuance of Certificate of Occupancy (Construction)	Approval of landscape plan prior to grading permit.			X			PWJV	
MM C-4	All new sidewalks along the Project Site's street frontages shall be paved with concrete, pavers, or other safe, non-slip material to create an environment accommodating to pedestrians. • Enforcement Agency: Los Angeles Department of Public Works (Bureau of Engineering) • Monitoring Agency: Los Angeles Department of Public Works (Bureau of Engineering) • Monitoring Phase: Pre-construction, Construction • Monitoring Frequency: Once, prior to approval of improvement plans; Once, at field inspection prior to issuance of Certificate of Occupancy • Action Indicating Compliance: Approval of B-Permit Plans (Pre- construction); Field inspection sign-off and issuance of Certificate of Occupancy for New Hall, (Construction)	Approval of streetscape plan prior to grading permit. Field inspection prior to CofO			X			PWJV	
MM D.2-3	The Director of Planning shall have the authority to limit the refresh rate on any Digital Display Sign visible from the freeway to refresh no more frequently than once every four seconds, with an interval between messages of not less than one second, and with an unchanged intensity of illumination. • Enforcement Agency: Los Angeles Department of Building and Safety, Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of City Planning • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Director of Planning authorization as determined necessary by the Sign District regulations							CTD - OPERATIONS	PWJV responsible for Project Signage until turnover to CTD -Operations
B	AIR QUALITY								
PDF F.1-1	The Project would comply with SCAQMD Rule 403 regarding fugitive dust control through implementation of the following measures: • Use watering to control dust generation during the demolition of structures. • Clean-up mud and dirt carried onto paved streets from the site. • Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site. • Include provisions in contracts with contractors to enforce requirement that trucks and equipment hauling material such as debris or any fill material operating at the Project site or traveling to or from the Project site must be fully and post signs on-site regarding this requirement. • Suspend earthmoving operations or implement additional watering to meet Rule 403 criteria if wind gusts exceed 25 mph. • An information sign shall be posted at the entrance to each construction site that identifies the permitted construction hours and provides a telephone number to call and receive information about the construction project or to report complaints regarding excessive fugitive dust generation. A bilingual Spanish speaking construction relations officer shall be appointed to act as a community liaison concerning construction- related issues and on-site activity, including investigation and resolution of issues related to fugitive dust generation. • Enforcement Agency: SCAQMD; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspection during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report		X				PWJV	
PDF F.1-2	The roof specification for the New Hall shall meet the standards of a "cool roof" as specified in Section 99.04.106.5 of the LAMC. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan approval; Once, at field inspection prior to issuance of Certificate of Occupancy • Action Indicating Compliance: Plan approval (Pre-construction); Field inspection sign-off and issuance of a Certificate of Occupancy for the New Hall (Construction)	Plan check before building permit. Field inspection before CofO				X		PWJV	

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
PDF F.1-3	Outdoor lighting levels shall be reduced during non-event time periods to the extent that the reduced levels do not create an unsafe condition. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual written compliance certification submitted by Convention Center Applicant	Annual Compliance Report						CTD - OPERATIONS	
PDF F.1-4	The Applicant shall provide information to vendors as to the nearest locations of electronic charging and alternative fuel stations, which will be updated as additional stations come on-line in the vicinity. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual written compliance certification submitted by Convention Center Applicant	Annual Compliance Report						CTD - OPERATIONS	
PDF F.1-5	The Project Applicants shall only test one emergency back-up diesel generator for maintenance purposes on a given day. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual written compliance certification submitted by Convention Center Applicant	Annual Compliance Report						CTD - OPERATIONS	
PDF F.1-6	The Project Applicants shall use alternative fueled steam cleaner heaters (e.g., propane) in lieu of diesel. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual written compliance certification submitted by Convention Center Applicant	Annual Compliance Report						CTD - OPERATIONS	
PDF F.1-7	The Pico Passage shall be equipped with carbon monoxide sensors which would trigger operation of ventilation fans when needed to ensure compliance with ambient air quality standards. • Enforcement Agency: SCAQMD; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to issuance of Certificate of Occupancy • Action Indicating Compliance: Plan approval (Pre-construction); Field inspection sign-off and issuance of a Certificate of Occupancy (Construction)	Plan check prior to building permit. Field inspection prior to CofO				X		PWJV	
PDF F.1-9	L.A. Live Way and Bond Street Garages shall both provide a minimum ground floor clearance of 8 feet 2 inches for van pool access. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to issuance of a Certificate of Occupancy • Action Indicating Compliance: Plan approval (Pre-construction); Field inspection sign-off and issuance of a Certificate of Occupancy (Construction)	Plan check prior to building permit. Field inspection prior to CofO						N/A	Not under the contract scope of work for the LACC Expansion and Modernization Project
MM F.1-1	The Project representative shall make available to the lead agency and SCAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of construction activities for the Project. The inventory shall include the horsepower rating, engine production year, and certification of the specified Tier standard. A copy of each such unit's certified tier specification, BACT documentation, and CARB or AQMD operating permit shall be provided on-site at the time of mobilization of each applicable unit of equipment. Off-road diesel-powered equipment that will be used an aggregate of 40 or more hours during any portion of the construction activities for the Project shall meet the Final Tier 4 standards and off-road equipment greater than 300 horsepower shall be equipped with diesel particulate filters. Construction contractors supplying heavy duty diesel equipment greater than 50 horsepower be encouraged to apply for AQMD SOON funds. Information including the AQMD website shall be provided to each contractor which uses heavy duty diesel for on-site construction activities. • Enforcement Agency: SCAQMD; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once (initial submittal of inventory); Periodic field inspections during construction (provision of unit specifications, documentation and permit onsite) • Action Indicating Compliance: Submittal of inventory to SCAQMD and Los Angeles Department of Building and Safety (Pre-construction); Field inspection sign-off and annual compliance certification report submitted by Project contractor (Construction)	Submittal of inventory to SCAQMD and LADBS		X				PWJV	

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MM F.1-2	All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report		X				PWJV	
MM F.1-3	Contractors shall maintain and operate construction equipment so as to minimize exhaust emissions. During construction, trucks and vehicles in loading and unloading queues will have their engines turned off after 5 minutes when not in use, to reduce vehicle emissions. In addition, the Applicant shall also require contractors to limit idling of construction equipment, trucks, and vehicles to the extent practical. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report		X				PWJV	
MM F.1-4	Emission generating construction activities shall be phased and scheduled to avoid emissions peaks and discontinued during second- stage smog alerts. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report		X				PWJV	City to follow up on emission peaks definition.
MM F.1-5	To the extent practical, electric powered construction equipment shall utilize electricity from power poles rather than temporary diesel power generators and/or gasoline power generators. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report		X				PWJV	
MM F.1-6	Low- and non-VOC containing paints, sealants, adhesives, solvents, asphalt primer, and architectural coatings (where used), or pre- fabricated architectural panels shall be used in the construction of the Project to reduce VOC emissions to the maximum extent practicable. • Enforcement Agency: Los Angeles Department of Building and Safety; SCAQMD • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report				X		PWJV	
MM F.1-7	Construction equipment shall incorporate, where commercially available, emissions-saving technology such as hybrid drives and specific fuel economy standards upon promulgation (e.g., CAFÉ Standards). • Enforcement Agency: SCAQMD; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report		X				PWJV	
MM F.1-8	Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report		X				PWJV	

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MM F.1-8a	During construction, the Project shall use contractors for soil import/export with haul trucks meeting EPA Model Year 2007 NOX emissions levels when such equipment is reasonably available to achieve a goal that at least 33 percent of the haul truck fleet meets this standard, provided that such usage is consistent with the Applicant's MBE/WBE goals. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report		X				PWJV	
MM F.1-8b	Utilize low sulfur diesel fuel, bio-diesel, or LNG for any use of portable generators to power construction machinery. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report		X				PWJV	
MM F.1-8c	Finish materials that include Triclosans in public areas shall not be used. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and Annual Compliance Report				X		PWJV	
MM F.1-9	The Applicant shall work with vendors and suppliers to schedule as many deliveries as practical during off-peak traffic periods to encourage the reduction of trips during the most congested periods. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Transportation • Monitoring Agency: Los Angeles Department of City Planning • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual compliance certification report submitted by Applicant	Field Inspections and Annual Compliance Report		X				PWJV	
MM F.1-11	New proposed diesel-fueled emergency generators shall be equipped with diesel particulate filters. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual compliance report submitted by Applicant	Annual Compliance Report		X				PWJV	
MM F.1-12	Landscape maintenance lawn mower and leaf blower equipment shall be powered by electricity. • Enforcement Agency: Los Angeles Police Department • Monitoring Agency: Los Angeles Police Department • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual compliance certification report submitted by Convention Center Applicant	Annual Compliance Report						CTD - OPERATIONS	PWJV will be required to adhere to during the landscape maintenance period.
MM F.1-13	New proposed sweepers shall be electric or alternatively fueled with HEPA filters, where commercially available. • Enforcement Agency: Los Angeles Department of Public Works • Monitoring Agency: Los Angeles Department of Public Works • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual compliance certification report submitted by Convention Center Applicant	Annual Compliance Report						CTD - OPERATIONS	
MM F.1-14	The Applicant shall utilize water-based or low VOC cleaning products where a suitable replacement product is commercially available. • Enforcement Agency: Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of City Planning • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual compliance certification report submitted by Convention Center Applicant	Annual Compliance Report						CTD - OPERATIONS	PWJV to meet obligations during construction period cleaning.

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C	**BIOLOGICAL RESOURCES**								
MM BIO-1	To avoid impacting nesting birds, including migratory birds and raptors, one of the following shall be implemented: • Conduct vegetation removal associated with building demolition and construction from September 1st through January 31st, when birds are not nesting. Initiate grading activities prior to the breeding season (which is generally February 1st through August 31st) and keep disturbance activities constant throughout the breeding season to prevent birds from establishing nests in surrounding habitat (in order to avoid possible nest abandonment); if there is a lapse in activities of more than five days, pre- construction surveys shall be necessary as described in the bullet below. – OR – • Conduct pre-construction surveys for nesting birds if vegetation removal, building demolition or grading is initiated during the nesting season. A qualified wildlife biologist shall conduct a weekly pre-construction bird survey no more than 30 days prior to initiation of grading to provide confirmation on the presence or absence of active nests in the vicinity (at least 300 to 500 feet around the individual construction site, as access allows). The last survey should be conducted no more than three days prior to the initiation of clearance/construction work. If active nests are encountered, clearing and construction in the vicinity of the nest shall be deferred until the young birds have fledged and there is no evidence of a second attempt at nesting. A minimum exclusion buffer of 300 feet (500 feet for raptor nests) or as determined by a qualified biologist, shall be maintained during construction depending on the species and location. The perimeter of the nest-setback zone shall be fenced or adequately demarcated with staked flagging at 20-foot intervals, and construction personnel and activities restricted from the area. Construction personnel should be instructed on the sensitivity of the area. A survey report by the qualified biologist documenting and verifying compliance with the mitigation and with applicable state and federal regulations protecting birds shall be submitted to the City and County Department of Planning in charge of Mitigation Monitoring, depending on within which jurisdiction the construction activity is occurring. The qualified biologist shall serve as a construction monitor during those periods when construction activities would occur near active nest areas to ensure that no inadvertent impacts on these nests would occur. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Once, prior to issuance of grading permits; or, if vegetation removal, building demolition or grading is initiated during the nesting season, as determined by a qualified biologist. • Action Indicating Compliance: Annual compliance certification report submitted by Project contractor; or, if vegetation removal, building demolition or grading is initiated during the nesting season, submittal of a survey report by a qualified biologist.	Survey Reports from qualified biologist if removing vegetation during demo and construction during breeding season and/or if grading will occur during breeding season		X				PWJV	Not sure what to do if we find nesting birds near 15th street temporary ramp.
D	**CULTURAL RESOURCES**								
MM I.1-1	**Recordation**. Prior to alteration of the West Hall, in areas where alterations would occur, photographic documentation noting the exterior elevations and interior features of the West Hall shall be conducted. Photographs shall be 35 mm, black and white taken by a professional photographer familiar with the recordation of historical buildings. Archival copies of the photographs along with existing drawings of the West Hall should be submitted to the Los Angeles Public Library, Central Library. • Enforcement Agency: Los Angeles Department of City Planning, Office of Historic Preservation • Monitoring Agency: Los Angeles Department of City Planning, Office of Historic Preservation • Monitoring Phase: Pre-Construction • Monitoring Frequency: Once, prior to issuance of a demolition permit • Action Indicating Compliance: Issuance of a demolition permit	Proof of photographs and mailing to LAPL		X				PWJV	PWJV can take photos but do not see requirement for historical consultant
MM I.2-1	Prior to starting ground-disturbing activities, such as construction work on the Project Site in the areas identified as archaeologically sensitive in Figure IV.I.2-1,[1] the Project shall retain a Project archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards and is eligible for or listed in the Register of Professional Archaeologists. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: To be determined by consultation with archaeologist • Action Indicating Compliance: Written verification by qualified archaeologist prior to ground-disturbing activities 1 Draft EIR, IV. Environmental Impact Analysis I.2. Cultural Resources—Archaeological Resources, https://planning. lacity.org/eir/ConventionCntr/DEIR/files/IV.I.2%20Cultural%20Resources-Archaeological%20Resources.pdf, p. IV.I.2-4.	Retainer letter from Archaeologist with resume			X			PWJV	
MM I.2-1a	The Applicant shall retain a Native American Heritage Commission recognized representative of the Gabrieleño Band of Mission Indians to monitor excavation activities. A monitoring schedule with a maximum of eight man-hours per week during excavation and an "on-call" program shall be established by the City of Los Angeles to ensure adequate oversight of earth disturbance activities. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, prior to issuance of grading permit • Action Indicating Compliance: Issuance of grading permit (Pre- construction); Annual compliance certification report by the Project contractor (Construction)	Submittal of monitoring agreement with Tribe			X			PWJV	

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MM I.2-2	If potential archaeological resources are identified during monitoring of ground-disturbing activity, the archaeologist shall order the temporary diversion of work outside a 200-foot radius around the discovery until the archaeologist has evaluated whether they are eligible for the listing in the California Register of Historical Resources or National Register of Historic Places. After the archaeologist determines that the resources are not significant, or if significant, have been successfully recovered (per Mitigation Measure 1.2-3), work may resume in the area where the archaeological resources were encountered. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: To be determined by consultation with archaeologist if resource(s) are discovered. • Action Indicating Compliance: If unanticipated discoveries are found, submittal of compliance certification report by a qualified archaeologist.	Submittal of Compliance Certification Report			X			PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.
MM I.2-3	If archaeological resources are found to be eligible and thus are significant historical resources under CEQA, a data recovery plan shall be developed and implemented. This data recovery plan shall include methods for hand-excavation, analysis, and report writing and shall also provide procedures for the curation of any collected material and associated Project material at a facility meeting federal standards. The historical resource shall be recorded in accordance with requirements of the Office of Historic Preservation (i.e., using Department of Parks and Recreation 523 Series forms). • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: To be determined by consultation with archaeologist if resource(s) are discovered • Action Indicating Compliance: If unanticipated discoveries are found, submittal of compliance certification report and data recovery plan by a qualified archaeologist.	If unanticipated discoveries are found, submittal of compliance certification report and data recovery plan by a qualified archaeologist.			X			PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.
MM I.2-4	If potential human remains are encountered during ground-disturbing activities, all work shall halt, and the Los Angeles County Coroner's Office and the Los Angeles Police Department shall be notified, as prescribed in Public Resources Code §5097.98 and Health and Safety Code §7050.5. If the Coroner determines that the remains are of Native American origin, the Coroner shall proceed as directed in §15064.5(e) of the State CEQA Guidelines. The Proposed Project shall follow the guidelines set forth in Public Resources Code §§5097.98 and 5097.94(k). • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: To be determined by consultation with Native American Heritage Commission upon discovery of resource(s) • Action Indicating Compliance: If unanticipated discoveries are found, submittal of written evidence by the Los Angeles Department of City Planning of compliance with Public Resources Code § 5097.98 and Health and Safety Code § 7050.5	If human remains found, submittal of compliance report			X			PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.
MM I.2-5	If significant archaeological resources are found, draft reports on archaeological findings shall be prepared by the project archaeologist for submission to the City of Los Angeles for review. Final versions of these reports shall be submitted to the City of Los Angeles and the South Central Coastal Information Center at California State University, Fullerton. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Building and Safety; • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Department of City Planning • Monitoring Phase: Construction • Monitoring Frequency: To be determined by consultation with archaeologist upon discovery of resource(s) • Action Indicating Compliance: If unanticipated discoveries are found, submittal of compliance certification report and report(s) on archaeological findings by a qualified archaeologist.	If unanticipated discoveries are found, submittal of compliance certification report and report(s) on archaeological findings by a qualified archaeologist.			X			PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.
E	GEOLOGY AND SOILS								
PDF-G-1	All Project construction shall conform to the requirements of the LAMC, which incorporates the requirements of the CBC, including all provisions related to seismic safety. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Once, at plan check prior to issuance of grading permit; Periodic field inspections during construction •Action Indicating Compliance: Issuance of grading permit; Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field Inspections and annual compliance report			X			PWJV	

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
MM-G-1	Prior to issuance of the building permit for the New Hall and new garages, a site-specific geotechnical report shall be prepared in accordance with the City of Los Angeles requirements, including those set forth in the LAMC, which incorporates the CBC. The recommendations contained within the site-specific geotechnical report, including those pertaining to site preparation, fill placement, and compaction, seismically induced ground acceleration, liquefaction; foundations; pavement design; footings; and foundations shall be implemented. The site-specific geotechnical reports shall include all applicable recommendations included in the Report of Geotechnical Investigation prepared by AMEC E&I, Inc. included as Appendix N of the Draft EIR. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check prior to issuance of applicable building permit for report approval; Periodic field inspections during construction • Action Indicating Compliance: Issuance of applicable building permit (Pre-construction); Field inspection sign-off (Construction); Annual compliance certification report submitted by Project contractor (Construction)	Preparation of geotechnical report. Field inspections and annual compliance report			X			CITY	To discuss
MM-G-2	Pursuant to the geotechnical report prepared in accordance with LADBS requirements, a temporary shoring system shall be implemented during Project construction to ensure slope stability during excavation activities, unless the LADBS determines that shoring is not required based on any supplemental geotechnical reports.[2] If the necessary space is available, temporary excavations may be sloped back at a 1:1 (horizontal to vertical) in lieu of shoring. Where there is not sufficient space for sloped embankments, temporary shoring shall be erected, to a reasonable satisfaction of the LADBS. This may include, but is not limited to, installing steel soldier piers in drilled holes that would be backfilled with concrete and restrained with tie-in anchors. The shoring shall be designed by a professional geotechnical engineer with experience in the design of excavation shoring. The excavation shoring design shall be approved by LADBS prior to its installation. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once, at plan check for the applicable building; Periodic field inspections during construction • Action Indicating Compliance: Plan approval and issuance of a grading permit for the applicable building (Pre-construction); Field inspection sign-off (Construction)	Shoring Design approved by LADBS			X			PWJV	
MM-G-3	Testing of Project Site soils by a certified engineering geologist and/or geotechnical engineer shall be performed as part of the site- specific geotechnical report, and structure and site improvements shall be designed to resist the effects of expansive and corrosive soils. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check prior to issuance of building permit; Periodic field inspections during construction • Action Indicating Compliance: Issuance of applicable grading permit (Pre-construction); Field inspection sign-off and annual compliance certification report submitted by Project contractor (Construction)	Submittal of soil test results			X			CITY	To discuss
MM-Paleo-1	To avoid impacting unique paleontological resources or geologic features, the following shall be implemented: • If any paleontological materials are encountered during the course of the Project development, the Project shall be halted until the services of a qualified paleontologist are secured, and a curation agreement with an appropriate paleontological curation facility is secured. • The services of a qualified paleontologist shall be secured by contacting the Los Angeles County Natural History Museum to assess the resources and evaluate the impact. • A report on the paleontological findings shall be prepared by a qualified paleontologist. A copy of the paleontological report shall be submitted to the Los Angeles County Natural History Museum. • A letter of retainer from a qualified paleontologist shall be secured prior to obtaining a grading permit. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: To be determined by consultation with paleontologist if resource(s) are discovered. • Action Indicating Compliance: If unanticipated discoveries are found, submittal of compliance certification report by a qualified paleontologist.	Letter of Retainer from a qualified paleontologist			X			PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.
F	HAZARDS AND HAZARDOUS MATERIALS								

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
PDF-L-1	The Applicants shall prepare and implement a Soil Management Plan approved by the Department of Toxic Substances Control, pursuant to Department of Toxic Substances Control's Voluntary Cleanup Program, or other applicable state or local regulatory agency providing oversight, to address potential contamination in soil within the Project Site. The approved Soil Management Plan shall include procedures for soil sampling and remedial options that may include removal (excavation), treatment (in-situ or ex-situ), or other measures, as appropriate. If soil contamination is suspected to be present, prior to excavation and grading, the South Coast Air Quality Management District's (SCAQMD) Rule 1166 shall be implemented, as appropriate. If soil contamination is not suspected, but is observed (i.e., by sight, smell, visual, etc.) during excavation and grading activities, excavation and grading shall be temporarily halted and redirected around the observed area(s) until the appropriate evaluation and follow-up measures are implemented, as contained in SCAQMD's Rule 1166, The contaminated soil discovered shall then be evaluated and managed in accordance with the approved Soil Management Plan in order for grading activities to resume. • Enforcement Agency: Los Angeles Department of Building and Safety; Department of Toxic Substances Control; Los Angeles Fire Department. SCAQMD if soil contamination is suspected. • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once, prior to issuance of grading permits for Plan approval; Ongoing with periodic field inspections during construction for plan implementation • Action Indicating Compliance: Approval of soil management plan by regulatory agency (Pre-construction); Written compliance report by a qualified environmental consultant (Construction).	Preparation and approval of a Soil Management Plan. Compliance reports by env consultant			X			PWJV	
PDF-L-2	A comprehensive asbestos-containing materials survey shall be conducted on all structures prior to renovation or demolition. If any Regulated Asbestos-Containing Materials (RACM), Category I/Class I Non- Friable and Category I/Class II Non-Friable ACMs that may become friable are determined to be present, they shall be removed prior to renovation or demolition activities taking into account the following: EPA's National Emission Standards for Hazardous Air Pollutants (NESHAPs) and South Coast Air Quality Management District's Rule EPA's NESHAPs 1403, EPA Guidance Document 340/1-92-013 "A Guide to Normal Demolition Practices under the Asbestos NESHAPs" shall be referred to prior to initiation of a proposed demolition project. In addition to asbestos regulations that control the release of asbestos to the ambient environment, federal and State OSHA regulations outlining specific work practices for handling ACMs shall be followed. All asbestos removal shall be performed by an experienced, state-licensed, Cal/OSHA- and SCAQMD-registered asbestos contractor. All work shall take place under the guidance of an independent, California Certified Asbestos Consultant. The Consultant shall be responsible for reviewing the redevelopment drawings, designing engineering controls used to control airborne asbestos contamination, visual inspections of engineering controls, and ambient air monitoring to determine airborne fiber levels. • Enforcement Agency: Los Angeles Department of Building and Safety; SCAQMD, Cal/OSHA • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction; Construction, if ABCM is found • Monitoring Frequency: Once, for survey prior to issuance of demolition or renovation permit; Periodic field inspections during Asbestos Containing Materials (ACM) removal if ACMs are found • Action Indicating Compliance: Submittal of survey and issuance of demolition or renovation permit (Pre-construction); Compliance report signoff by a California Certified Asbestos Consultant to LADBS if ACMs are found; Issuance of demolition or renovation permit (Construction).	Asbestos Survey and field inspections if ACM are found		X				CITY	City responsible for the scope of work and pricing considerations under the Hazardous Material Report completed by Citadel.
PDF-L-3	A comprehensive lead-based paint survey shall be conducted on all structures prior to renovation or demolition. In the event that lead- based paint is present, all removal activities shall conform to federal and California OSHAs regulations (e.g., Interim Final Rule found in 29 CFR Part 1926.62). • Enforcement Agency: Los Angeles Department of Building and Safety; Cal/EPA • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction; Construction, if lead-based paint (LBP) is found • Monitoring Frequency: Once, prior to issuance of demolition or renovation permits; Ongoing during construction if LBP is found • Action Indicating Compliance: Submittal of LBP survey and issuance of demolition or renovation permit (Pre-construction); if LBP is found, compliance report signoff by a qualified environmental consultant (Construction)	Lead-based paint Survey. If lead is found then compliance report submitted by env consultant		X				CITY	City responsible for the scope of work and pricing considerations under the Hazardous Material Report completed by Citadel.
PDF-L-4	The Applicant shall submit to the City Fire Department and City Department of Building and Safety, as applicable, an updated emergency response and/or evacuation plan, as appropriate, to include operation of the Proposed Project. The emergency response plan shall include but not be limited to the following: mapping of evacuation routes for vehicles and pedestrians, and the location of the nearest hospital and fire departments. The update to this plan shall be coordinated with the Proposed Project's Construction Traffic and Management Control Plan (see Mitigation Measure B.1-30, Section IV.B.1, Transportation). • Enforcement Agency: Los Angeles Fire Department; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Fire Department; Los Angeles Department of Building and Safety • Monitoring Phase: Pre-operation; Operation • Monitoring Frequency: Once, for Plan approval prior to operation; Annually, during operation • Action Indicating Compliance: Plan approval prior to operation (Pre- operation); Annual compliance certification report submitted by Applicant (Operation)	Submittal of emergency response plan prior to operation. Annual Compliance report.				X		PWJV	

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
MM-L-1	A Geophysical Survey of the subsurface area below the West Hall where ground disturbance may occur, and the surface parking lot located south of Pico Boulevard, between L.A. Live Way and Bond Street shall be conducted to assess the presence of undocumented USTs, or other subsurface impoundments, in these locations. A subsurface soil investigation and soil gas survey shall also be conducted in order to investigate the presence of residual contaminants in the soil in these areas. The data from the investigation shall be included in a Soil Management Plan for the Project Site, which shall indicate the proper characterization, removal, and disposal requirements for contaminated soils identified, and shall be submitted to the Department of Toxic Substances Control for approval prior to the redevelopment of the Project Site. • Enforcement Agency: Los Angeles Department of Building and Safety; Department of Toxic Substances Control; Los Angeles Fire Department • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, prior to issuance of grading permit; Once, during construction • Action Indicating Compliance: Approval of soil management plan by regulatory agency prior to issuance of grading permit (Pre-construction); Written compliance report by a qualified environmental consultant (Construction)	Geophysical Survey/soil gas survey submittal and compliance report submitted by env consultant			X			APCLA	to review.
MM-L-2	In the event that USTs, fill materials or undocumented areas of contamination are encountered during construction or redevelopment activities, work in the affected areas shall be discontinued until appropriate health and safety procedures are implemented. The LAFD shall be notified regarding the contamination. The appropriate program shall be selected based on the nature of the contamination identified. The contamination remediation activities shall be conducted in accordance with pertinent regulatory guidelines, under the oversight of the appropriate regulatory agency. If contaminated soil is to remain in place, it shall be evaluated for vapor intrusion concerns and if vapor intrusion issues are present, all overlying structures shall be designed to mitigate the vapor intrusion risk. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during excavation • Action Indicating Compliance; Field inspection sign-off; Annual compliance certification report submitted by Project contractor; Approval by regulatory agency to resume construction activity in the event that contamination is encountered.	Field Inspections and annual compliance report. Approval by regulatory agency to resume construction if contamination found.			X			PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.
MM-L-3	All USTs and ASTs uncovered during grading or excavation activities shall be removed following all applicable local, state and federal regulations. Applicable permits shall be obtained from local oversight agencies including the City of Los Angeles Fire Department and South Coast Air Quality Management District, as applicable. An experienced environmental professional, along with LAFD representatives, shall provide oversight and monitoring of the removal and soil collection process during the tank removal. Laboratory testing of the soil shall be performed to evaluate the presence of contamination. Once a site has been initially evaluated via soil and/or groundwater collection and analysis, further site investigation and remediation activities may be warranted. Where indicated as required by this further investigation, clean-up measures to mitigate the soil contamination, vapor intrusion risk, and/or groundwater contamination shall be undertaken. Local oversight by the City of Los Angeles Fire Department and/or Regional Water Quality Control Board is required. An environmental professional (i.e., Professional Geologist) is required to provide oversight and project monitoring to ensure the health and safety of all workers. A remedial plan shall be developed by a Professional Geologist and submitted to local agencies, as required. Once approved, the remedial plan shall be implemented. Environmental closure shall be granted prior to construction, if practical. If environmental closure is not granted prior to commencement of construction of structures, then appropriate steps shall be implemented that allow for later assessment, remediation, and prevention of vapor intrusion. The environmental regulatory oversight agency shall approve the appropriate steps that are being proposed to allow for the later assessment, remediation, and prevention of vapor intrusion. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department; SCAQMD; Regional Water Quality Control Board • Monitoring Agency: Los Angeles Fire Department • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once, prior to issuance of demolition or grading permit to verify applicable permits obtained; ongoing during removal of USTs/ASTs • Action Indicating Compliance: Approval of permit(s) by regulatory agency(ies) and issuance of demolition permit (Pre-construction); Written compliance report by environmental professional (Construction)	If USTs and ASTs uncovered during demo/grading/shoring then approval from applicable agencies and written compliance reports.			X			PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
MM-L-4	Prior to any construction activities beneath the West Hall, the California Geologic Energy Management Division (CalGEM) and the City of Los Angeles shall be contacted regarding construction requirements associated with the former on-site oil well. If demolition or construction activities encounter remnants of, or materials associated with the former oil well, evaluation by the CalGEM and the City of Los Angeles, including possible re-abandonment in accordance with all applicable regulations shall occur. • Enforcement Agency: Los Angeles Department of Building and Safety; CalGEM; Los Angeles Fire Department • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department • Monitoring Phase: Pre-Construction; Construction (if remnants of or materials associated with former wells are encountered) • Monitoring Frequency: Once, prior to issuance of grading permits; Once, at field inspection during construction • Action Indicating Compliance: Written compliance report by environmental professional and issuance of grading permits (Pre- construction); Written approval by CalGEM or Los Angeles Fire Department in the event that construction activities encounter remnants or materials associated with former oil wells (Construction)	Notification of CalGem and City (LAFD) prior to activity beneath West Hall. Evaluation by CalGem and city if oil remnants found.		X	X			PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.
MM-L-5	Soil sampling at the northwestern corner of L.A. Live Way and Pico Boulevard and verification of the former 2,000-gallon gasoline UST closure/remediation status with the Convention Center and LAFD shall be conducted prior to any soil disturbance in this area. This former UST shall be closed to current regulatory standards, in accordance with all LAFD regulations. • Enforcement Agency: Los Angeles Department of Building and Safety; DTSC; Los Angeles Fire Department • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, prior to issuance of grading permit; Once, upon closure of the former UST • Action Indicating Compliance: Survey approval and grading permit issuance (Pre-construction); Written verification and approval by LAFD (Construction)	Soil sampling survey prior to grading permit. Verification and approval from LAFD			X			PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.
MM-L-6	Regularly scheduled pumping and maintenance of all on-site clarifiers and interceptors shall continue as long as they remain in use on-site. Interceptors/clarifiers to be removed shall comply with local sanitation district and/or environmental health permitting, which may include inspection and/or sample collection. Applicable permits shall be obtained from local oversight agencies including the City of Los Angeles Sanitation District and City of Los Angeles Building and Safety Department, as applicable. An experienced environmental professional shall provide oversight and monitoring of the removal and soil collection process during the removal. Laboratory testing of the soil shall be performed to evaluate the presence of contamination. Where indicated as required by this further investigation, clean-up measures to mitigate the soil contamination shall be undertaken. An environmental professional (i.e. Professional Geologist) shall be required to provide oversight and monitoring to ensure the health and safety of all workers. A remedial plan shall be developed by a Professional Geologist and submitted to local agencies, as required. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction; Operation • Monitoring Frequency: Periodic field inspections during excavation; Annually, during operation • Action Indicating Compliance: Issuance of applicable permits from local oversight agencies; Written compliance report by a qualified environmental consultant (Construction); Annual compliance report by the Applicants (Operation)	Field inspections during excavation and annual compliance reports.						PWJV	PWJV responsible to maintain and follow local sanitation permitting for interceptors or clarifiers that need to be removed. PWJV responsible to maintain on site clarifiers and interceptors within the D&C Site Limits. CTD Operations responsible for remaining units under normal operation conditions.
MM-L-7	Universal, electronic, and radioactive wastes shall be removed prior to demolition activities and set aside for re-use or disposal/recycling by a licensed recycler or specific licensee. Light tubes, lamps, or monitors shall be re-used on-site or recycled at a licensed universal/electronic/radioactive waste facility. Recycling facilities shall be authorized by the CalEPA— Department of Toxic Substances Control or the state in which they are located. Bill(s) of lading shall accompany each load of universal, electronic, or radioactive, waste that leaves the site, including the name and address of the generator, contractor, pick-up site, disposal site, and quantity of universal waste disposed. The recycler shall provide a statement certifying recycling/disposal/destruction of the identified wastes, including the date(s) of recycling/disposal/destruction, and identifying the disposal/destruction process used. • Enforcement Agency: Los Angeles Department of Building and Safety; Cal/EPA • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction (prior to demolition); Construction, if universal/electronic/radioactive wastes are found • Monitoring Frequency: Once, prior to issuance of demolition permits; Ongoing during construction if universal/electronic/radioactive wastes are found • Action Indicating Compliance: Issuance of demolition permit (Pre- construction); if universal/electronic/radioactive wastes are found, certified compliance statement signoff by a qualified environmental consultant (Construction)	Removal of electronic/radioactive waste prior to demo. Bill of lading. Recycler to provide statement as proof.		X				PWJV	Radioactive waste to managed separately.

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
MM-L-8	Electrical transformers, hydraulic elevator equipment, light ballasts, and other equipment suspected to contain PCBs shall be inspected for the presence of PCBs prior to any disturbance or removal. All equipment found to contain PCBs shall be removed and disposed in accordance with all applicable local, state and federal regulations including, but not limited to CCR Title 22 and EPA 40 CFR. In addition, a thorough assessment of any stained areas for the potential impact of PCBs and/or hydraulic oil are recommended. If impacted soil is identified, it should be properly characterized, removed and disposed of by a licensed hazardous materials contractor. • Enforcement Agency: Los Angeles Department of Building and Safety; Cal/EPA • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction (prior to demolition); Construction, if potential PCBs are found • Monitoring Frequency: Once, prior to issuance of demolition permit; Ongoing during construction if potential PCBs are found • Action Indicating Compliance: Submittal of PCB survey and issuance of demolition permit (Pre-construction); if PCBs are found, compliance report signoff by a qualified environmental consultant (Construction)	Submittal of PCB Survey and compliance reports by env consultant if PCBs are found.		X				PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.
MM-L-9	During subsurface excavation activities, including borings, trenching, and grading, Cal-OSHA worker safety measures shall be implemented as required to preclude an exposure to unsafe levels of soil gases, including but not limited to methane. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report by Project contractor	Field inspections and annual compliance reports.						PWJV	
MM-L-10	Site testing of subsurface geological formations shall be conducted in accordance with the City's Methane Mitigation Standards. The site testing shall be conducted under the supervision of a licensed Architect or registered Engineer or Geologist, and shall be performed by a testing agency approved by the Los Angeles Department of Building and Safety. The licensed Architect, registered Engineer or Geologist, shall indicate in a report to the Los Angeles Department of Building and Safety the testing procedure, the testing instruments used to measure the concentration and pressure of the methane gas. The measurements of the concentration and pressure of the methane gas shall be used to determine the Design Methane Concentration (i.e., the highest concentration of methane gas found during site testing) and the Design Methane Pressure (i.e., the highest pressure of methane gas found during site testing). The Design Methane Concentration and the Design Methane Pressure shall determine the Site Design Level which shall be required within the proposed site buildings. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once, prior to issuance of grading permits; Periodic field inspections during construction • Action Indicating Compliance: Issuance of grading permit (Pre- construction); Written compliance report by a qualified environmental consultant; Field inspection sign-off (Construction)	Site testing for methane. Report submitted to LADBS. Compliance reports and field inspections.		X				PWJV	Cost and Schedule implications responsibility captured in the Project Agreement. PWJV responsible to manage as required.
MM-L-11	Projects that disturb more than one acre shall adhere to the requirements of the General Construction Permit issued by the Regional Water Quality Control Board. One of the requirements of the permit is the implementation of a storm water pollution prevention plan, which includes measures to prevent the accidental release of hazardous materials used during construction. Any storage or use of hazardous materials related to the fueling and maintenance of construction equipment would require a Hazardous Materials Business Plan with the LAFD, and compliance with local, state and federal regulations regarding the handling of hazardous materials. All development and redevelopment shall require the use of construction Best Management Practices to control handling of hazardous materials during construction to minimize the potential negative effects from accidental release to groundwater, stormwater runoff, and soils. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once, at plan check prior to issuance of grading permits; Periodic field inspections during construction • Action Indicating Compliance: Plan approval and issuance of grading permits (Pre-construction); Field inspection sign-off and annual compliance certification report submitted by Project contractor (Construction)	Field inspections and annual reports		X				PWJV	

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
MM-L-12	Prior to the start of construction, a hazardous materials expert shall train designated construction personnel in the visual identification of hazardous materials that may be uncovered during excavation activities at the Project Site. In the event that hazardous materials are identified during the course of site excavation, all excavation activities shall cease in the immediate area of the potential contamination and a hazardous materials expert shall be called to the site to properly assess and develop recommendations, in accordance with all applicable regulatory requirements, regarding the proper handling and disposal of any hazardous materials that may be uncovered. Once the hazardous materials are appropriately handled, the hazardous materials expert shall determine when construction in the affected area can resume. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Fire Department • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once, prior to issuance of grading permits; Periodic field inspections during construction, if hazardous materials are found • Action Indicating Compliance: Issuance of grading permits (Pre- construction); Annual compliance certification report submitted by Project contractor (Construction)	Proof of training and attendance records. Annual compliance reports.			X			PWJV	
MM-L-13	Mercury thermostats shall be removed and properly disposed of prior to demolition activities in the areas of the Convention Center to be removed. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction (prior to demolition); • Monitoring Frequency: Once, prior to issuance of demolition permit • Action Indicating Compliance: Issuance of demolition permit	Proof of disposal		X				PWJV	
G	HYDROLOGY AND WATER QUALITY (DRAINAGE AND SURFACE WATER QUALITY)								
PDF-H.1-1	Prior to the issuance of a grading permit, the Project Applicants shall provide evidence to the City of Los Angeles Department of Public Works, as appropriate, that a Notice of Intent has been filed with the State Water Resources Control Board for coverage under the General Construction Permit and a certification that a Storm Water Pollution Prevention Plan has been prepared. Such evidence shall consist of a copy of the Notice of Intent stamped by the State Water Resources Control Board or Regional Board, or a letter from either agency stating that the Notice of Intent has been filed. The Stormwater Pollution Prevention Plan shall include a menu of Best Management Practices to be selected and implemented based on the phase of construction and the weather conditions to effectively control erosion. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Regional Water Quality Control Board; Los Angeles Department of Public Works • Monitoring Agency: Los Angeles Department of Public Works • Monitoring Phase: Pre-Construction • Monitoring Frequency: Once, at plan check prior to issuance of a grading permit for the Project • Action Indicating Compliance: Notice of Intent and Approval of a Stormwater Pollution Prevention Plan; Issuance of grading permit	A copy of the Notice of Intent filed with Water Resources Board.			X			PWJV	
PDF-H.1-2	Prior to approval of B-Permit Plans or issuance of building permit, the Project Applicants shall prepare and submit for review and approval a Standard Urban Stormwater Mitigation Plan that shall include Best Management Practices (e.g., infiltration systems, bio-filtration, structural treatment systems) and demonstrate compliance with Low Impact Development Ordinance requirements to the City of Los Angeles Department of Public Works or Department of Building and Safety, as applicable. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Department of Public Works • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Department of Public Works • Monitoring Phase: Pre-Construction • Monitoring Frequency: Once, at plan check prior to approval of B- permit Plans or issuance of applicable building permit • Action Indicating Compliance: Approval of a Standard Urban Stormwater Mitigation Plan; Approval of B-Permit Plans or issuance of applicable building permit	Approval of Stormwater Plan				X		PWJV	
PDF-H.1-3	The Project Applicants shall control nitrates through the selection of native plants and minimal use of nitrogen-based fertilizers in on-going landscape maintenance. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Department of Public Works • Monitoring Agency: Los Angeles Department of Public Works • Monitoring Phase: Pre-construction; Construction; Operation • Monitoring Frequency: Once, with approval of landscape plans at plan check; Once, at field inspection sign-off prior to issuance of Certificate of Occupancy for the New Hall; Annually, during operation • Action Indicating Compliance: Plan approval and issuance of building permit (Pre-construction); Issuance of a Certificate of Occupancy (Construction); Annual compliance report by Project Applicants (Operation)	Approval of landscape plans prior to building permit. Field inspection prior to CofO. Annual compliance reports during operation.				X		CTD - OPERATIONS	PWJV to ensure native plant selection in landscape design and is responsible for following until the expiry of the landscape maintenance period within D&C Site Limits.

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
H	**NOISE**								
PDF-E-1	Project construction activities that occur during the late evening hours (between 9 P.M. and 12 A.M.) shall utilize drilled piles and not driven piles in order to reduce potential construction noise and vibration impacts. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field inspections and annual reports						PWJV	
PDF-E-2	Project contractor shall equip all construction equipment used at the Project Site with properly operated and maintained, commercially available noise shielding and/or muffling devices that are consistent with the manufacturer's standards. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field inspections and annual reports						PWJV	
PDF-E-4	Building mechanical/electrical equipment shall be designed to meet the noise limit requirements of LAMC, Chapter XI, Section 112.02. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction (plan check); Construction • Monitoring Frequency: Once, at plan approval; Once, prior to issuance of Certificate of Occupancy • Action Indicating Compliance: Plan approval (Pre-construction); Compliance verification submitted by technical expert (Construction); Issuance of a Certificate of Occupancy for the applicable building (Construction)	Plan check before building permit. Compliance verification during construction and before CofO				X		PWJV	
PDF-E-6	All rooftop mechanical equipment shall be enclosed or screened from view with appropriate screening walls. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction (plan check); Construction • Monitoring Frequency: Once, at plan approval; Once, at field inspection prior to issuance of Certificate of Occupancy • Action Indicating Compliance: Plan approval (Pre-construction); Field inspection sign-off and Issuance of a Certificate of Occupancy for the applicable building (Construction)	Plan check before building permit. Field inspection before CofO.				X		PWJV	
MM-E-1	A temporary, continuous and impermeable noise barrier shall be provided as follows: A) During the construction at the northeast portion of the Project Site, a noise barrier wall providing a minimum 5 dBA noise reduction at the first- floor level shall be erected along the Project northern boundary along the Project northern boundary between the Project construction area and Receptor R1 (Ritz Hotel and Residences and Marriott Hotel at L.A. LIVE). B) During construction of the New Hall, a noise barrier wall providing a minimum 7 dBA noise reduction shall be erected between the New Hall construction area and off-site noise sensitive receptor R26 (southern boundary of New Hall construction area). C) During construction of the Gilbert Lindsey Plaza, a temporary noise barrier wall providing a minimum 5 dBA noise reduction shall be erected between the Gilbert Lindsey Plaza construction area and the off-site noise sensitive receptor R2 (residential uses along Figueroa east of the Project Site). The noise barrier wall shall extend along the southern perimeter (along Pico Boulevard) and eastern perimeter (along Figueroa Street) of the construction area. In addition, construction activities within Gilbert Lindsey Plaza shall not occur past 9 P.M. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report by the Project contractor and technical noise expert	Submittal of Noise Barrier Site Plan and spec sheets on barriers. Field inspections during construction and annual compliance reports by contractor and noise expert.		X				PWJV	
MM-E-2	Power construction equipment shall be equipped with noise shielding and muffling devices. All equipment shall be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report by the Project contractor	Field inspections and annual compliance reports.						PWJV	

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
MM-E-3	Stationary source construction equipment that may have a flexible specific location on-site (e.g., generators and compressors) shall be located so as to maintain the greatest distance from sensitive land uses and unnecessary idling of equipment shall be prohibited. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report by the Project contractor	Field inspections and annual compliance reports.						PWJV	
MM-E-4	Engine idling from construction equipment such as bulldozers and haul trucks shall be limited. Idling of haul trucks shall be limited to five (5) minutes at any given location as established by the South Coast Air Quality Management District. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report by the Project contractor	Field inspections and annual compliance reports.						PWJV	
MM-E-5	The use of vibratory rollers within 150 feet, or impact pile driving within 320 feet, of the Microsoft Theatre shall be limited to time periods that do not coincide with events occurring at the Microsoft Theatre. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report by the Project contractor	Field inspections and annual compliance reports.						PWJV	
MM-E-6	The use of impact pile drivers within 320 feet of the Microsoft Theater shall be coordinated with the Microsoft Theater to avoid conflicts. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report by the Project contractor	Field inspections and annual compliance reports.						PWJV	

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
I	**PUBLIC SERVICES (FIRE)**								
PDF-J.2-1	Construction managers and personnel shall be trained in emergency response and fire safety operations. • Enforcement Agency: Los Angeles Fire Department; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Fire Department • Monitoring Phase: Construction • Monitoring Frequency: Annually during construction • Action Indicating Compliance: Annual compliance certification report submitted by Project contractor	Proof of training and attendance records. Annual compliance reports.		X				PWJV	
PDF-J.2-2	Fire suppression equipment specific to Project construction shall be maintained on the construction sites in accordance with OSHA and Fire Code requirements. • Enforcement Agency: Los Angeles Fire Department; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Fire Department • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sign-off; Annual compliance certification report submitted by Project contractor	Field inspections and annual compliance reports.						PWJV	
PDF-J.2-3	Develop a response/access plan for both construction and operations in consultation with the LAFD. This plan shall be prepared in coordination with the Proposed Project's Transportation Management and Comprehensive Security Plans. • Enforcement Agency: Los Angeles Fire Department; Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Fire Department • Monitoring Phase: Pre-Construction; Pre-operation • Monitoring Frequency: Once, prior to issuance of first building permit of the applicable building (construction plan); Once, prior to operation of the applicable building (operation plan) • Action Indicating Compliance: Approval of the response/access plan by the Los Angeles Fire Department for the applicable building	Proof of approval of construction response/access plan by LAFD prior to demo permit. Proof of approval of operation plan prior to CofO issuance.		X				PWJV	
PDF-J.2-4	Fire inspector(s) shall be assigned to the Project Site as needed during relevant construction phases. • Enforcement Agency: Los Angeles Fire Department; Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Fire Department • Monitoring Phase: Construction • Monitoring Frequency: As determined necessary by the Los Angeles Fire Department • Action Indicating Compliance: Written verification from Los Angeles Fire Department	Written verification from LAFD						PWJV	
PDF-J.2-5	A plot plan shall be submitted to the LAFD for approval prior to approval of the first building permit. The plot plan shall include the following minimum design features: • Fire lanes, where required, shall be a minimum of 20 feet in width clear to sky, posted with a sign of no less than three square feet in area and/or painted with "Fire Lane No Parking," and have an adequate approved turning area. When a fire lane must accommodate the operation of LAFD aerial ladder apparatus or where fire hydrants are installed, those portions would not be less than 28 feet in width; • Access for LAFD apparatus and personnel to and into all structures would be provided; • Identify the locations and sizes of all fire hydrants; and • All structures would be within 300 feet of an approved fire hydrant. • Enforcement Agency: Los Angeles Fire Department • Monitoring Agency: Los Angeles Fire Department • Monitoring Phase: Pre-Construction • Monitoring Frequency: Once, prior to issuance of first building permit • Action Indicating Compliance: Approval of the plot plan by the Los Angeles Fire Department	Approval of Plot Plan by LAFD prior to issuance of building permit.				X		PWJV	
PDF-J.2-6	The Convention Center Applicant shall develop a first responder communications plan for their respective structures in consultation with, and approved by, the LAFD. The plan shall address the need for communications equipment. The first responder communications plan shall be updated from time to time based on information that may be learned during operation of the Proposed Project, potential changes in LAFD's available resources, and possible competing demands on these resources due to cumulative development. • Enforcement Agency: Los Angeles Fire Department; Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Fire Department • Monitoring Phase: Construction (prior to issuance of a Certificate of Occupancy for Plan approval); Operation (for Plan implementation and updating) • Monitoring Frequency: Once, prior to issuance of a Certificate of Occupancy for Plan approval; Annually (for Plan implementation and updating) • Action Indicating Compliance: Annual compliance report submitted to LAFD by Applicant	Submittal of communications plan prior to issuance of CofO. Annual compliance report during operation.						CTD - OPERATIONS	PWJV responsible for the infrastructure upgrades as required by LADBS (and LAFD) during Building Permit Reviews. PWJV to assist in preparation of the plans.
J	**PUBLIC SERVICES (POLICE)**								

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
PDF-J.1-1	Comprehensive Security Plan. The Applicant, in conjunction with the LAPD, shall finalize the preliminary Comprehensive Security Plan (CSP) through further consultation with the California Department of Transportation (Caltrans), Los Angeles Fire Department (LAFD), California Highway Patrol (CHP), Los Angeles County Sheriff's Department (LASD), and Metropolitan Transit Authority (Metro) as the Project proceeds through its final design phases and prior to operation. The Applicant shall implement the final CSP during operation of the Project. The Comprehensive Security Plan shall include provisions for closure of streets and other security measures as may be appropriate for protection of Pico Passage depending on the size and nature of events. Further, in the course of finalizing the Comprehensive Security Plan and the design of the New Hall over Pico Blvd, the Applicant shall engage a qualified consultant to evaluate security risks, and in particular how to address the potential for blast related events both in design and operations, and make recommendations that may be appropriate based on the provisions of the Comprehensive Security Plan. The Applicant shall submit the consultant's report and recommendations to, and consult with LADBS, LACC, LAPD, the New Hall design team and BOE, regarding appropriate operational and design measures in consideration of the report and recommendations. • Enforcement Agency: Los Angeles Police Department, Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Police Department • Monitoring Phase: Construction; Operation • Monitoring Frequency: Once, prior to issuance of the applicable Certificate of Occupancy (for plan approval); Annually, during operation (for implementation) • Action Indicating Compliance: Plan approval by LAPD and issuance of applicable Certificate of Occupancy (Construction); Annual compliance report by Project Applicants (Operation)	Comprehensive Security Plan approved by LAPD prior to CofO and annual reports during operation.						CTD - Operations	PWJV to be responsible for: - Development of a Security Plan for Construction (if required) PWJV to Assist in development of the Security Plan with CTD. CTD confirmed only applicable to operational period and plan will be formed around the design. Any additional design considerations shall be addressed through the Project Agreement.
PDF-J.1-2	Security Features during Construction. During construction of the Project, the Applicant shall implement private security measures including security fencing, lighting, locked entry, and security patrol on the Project Site. • Enforcement Agency: Los Angeles Police Department • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Construction • Monitoring Frequency: Annually throughout construction; during field inspection • Action Indicating Compliance: Field inspection sign-off and annual compliance certification report by the Project contractor.	Field inspections and annual reports						PWJV	
K	TRANSPORTATION								
PDF-B.1-3	Pico Boulevard—West of Figueroa Street, to midblock between Figueroa Street and LA Live Way, Pico Boulevard would be reduced from three to two westbound lanes—to accommodate widening the north sidewalk from 10 feet to approximately 20 feet; west of midblock three westbound lanes would be maintained approaching LA Live Way. East of LA Live Way, Pico Boulevard would be reduced from three to two eastbound lanes up to midblock between LA Live Way and Figueroa Street; east of midblock of the existing three eastbound lanes would be retained along with the existing four lane approach at Figueroa Street. A new off-street drop-off/pick-up (DOPU) area would be created on the north side of Pico Boulevard between mid-block and LA Live Way. The existing off-street DOPU area on the south side of Pico Boulevard would be maintained largely in its existing configuration. A mid-block signal would be installed on Pico Boulevard between Figueroa Street & LA Live Way. A new traffic signal on Pico Boulevard at South Hall Drive would provide for westbound left turns to South Hall Drive. Approximately 20-foot sidewalks would be provided on the north and south sides of Pico Boulevard which would be adjacent to the buildings. The sidewalks would be buffered from the moving traffic lanes by the DOPU areas, and would minimize the number of driveways crossing the sidewalks. • Enforcement Agency: Los Angeles Department of Transportation • Monitoring Agency: Los Angeles Department of Transportation; Los Angeles Department of Public Works, Bureau of Engineering • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, prior to approval of improvement plans; Once, prior to issuance of a building permit for the New Hall • Action Indicating Compliance: Approval of B-Permit Plans (Pre- construction); Issuance of a building permit for the New Hall (Construction)	Approval of B-Permit plans prior to issuance of demo permit. Plan check before building permit issuance.		X		X		PWJV	
PDF-B.1-6	Prior to issuance of a certificate of occupancy for the New Hall, the Applicant shall provide electric vehicle charging stations as required by code, and shall provide priority parking spaces for electric vehicles, to encourage use of those vehicles. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, at plan check; Once, at field inspection prior to issuance of a Certificate of Occupancy for the garages • Action Indicating Compliance: Plan approval prior to issuance of applicable building permit for the garages (Pre-construction); Issuance of a Certificate of Occupancy for the garages (Construction)	Plan check approval before building permit issuance for garages. Field inspection prior to CofO				X		PWJV	No new parking spaces being added to the Project. Any stalls require EV Charging on the Project shall be issued as a Change Order to APCLA.

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PDF-B.2-1	The Proposed Project will provide parking consistent with the requirements set forth in the Specific Plan. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Department of City Planning • Monitoring Agency: Los Angeles Department of City Planning • Monitoring Phase: Pre-construction (plan check); Construction (prior to issuance of Certificate of Occupancy) • Monitoring Frequency: Once, at plan check • Action Indicating Compliance: Issuance of a building permit (Pre- construction); Field inspection sign-off prior to issuance of Certificate of Occupancy for the New Hall (Construction)	Plan check approval before building permit issuance. Field Inspection for CofO				X		PWJV	
PDF-B.2-2	The Proposed Project will provide bicycle parking spaces consistent with the requirements set forth in the Specific Plan. • Enforcement Agency: Los Angeles Department of Transportation; Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Transportation • Monitoring Phase: Pre-construction (plan check); Construction (prior to issuance of Certificate of Occupancy for the Bond Street Garage) • Monitoring Frequency: Once, at plan check; Once, at field verification • Action Indicating Compliance; Issuance of a building permit (Pre- construction); Field inspection sign-off prior to issuance of Certificate of Occupancy for the Bond Street Garage (Construction)	Plan check approval before building permit issuance. Field Inspection for CofO				X		PWJV	PWJV responsible to meet LEED BD+C Gold Obligations only.
MM B.1-21	Prior to issuance of a building permit for the New Hall, the Applicant shall install, or shall pay LADOT to install a new 3-inch conduit from LADOT's Figueroa/Venice communications cabinet to LADOT's 9th/Figueroa controller cabinet—a distance of approximately 5,000 feet. • Enforcement Agency: Los Angeles Department of Transportation • Monitoring Agency: Los Angeles Department of Transportation • Monitoring Phase: Pre-construction for payment to LADOT option; Construction for installation option • Monitoring Frequency: For the payment option, once, prior to issuance of a building permit for the New Hall; for the installation option, once, prior to approval of improvement plans, and once, at issuance of a building permit for the New Hall • Action Indicating Compliance: For the payment option, written verification of payment to LADOT prior to issuance of building permit for the New Hall (Pre-construction)	For the payment option, once, prior to issuance of a building permit for the New Hall; for the installation option, once, prior to approval of improvement plans, and once, at issuance of a building permit for the New Hall. Written proof of payment to LADOT needed prior to issuance of building permit.				X		PWJV	Added cost to the Project with no value or efficiency to be constructed as part of the Pico Hall Expansion.
MM B.1-30	Prior to issuance of a building permit for the Proposed Project, the Applicant shall prepare Construction Traffic and Parking Management Plans for all phases of construction activity at the Project Site for review and approval by LADOT. These Plans shall include, but not be limited to the following: specific provisions for truck routes and staging; roadway lane closures; maintenance of transit service; and maintenance of access/egress for all travel modes to the Project Site. Specifically, these plans shall include, but not be limited to the following elements, as appropriate: • Coordination of construction activities with event schedules at Convention Center, Crypto.com Arena and LA LIVE to the extent feasible. • Identification of truck staging areas, and management of truck access/egress to minimize truck impacts on the street system. • Development of Worksite Traffic Control Plans, including temporary traffic controls, lane reconfigurations, temporary traffic signal operation, signage, detour plans as appropriate, and provisions for flag personnel, etc. • Development of a construction worker transportation demand management plan to encourage use of transit and ridesharing and minimize parking needs. • Development of a construction worker Parking Management Plan to provide sufficient parking, including multiple dispersed off-site parking locations to minimize potential associated off-site traffic impacts, and to prevent construction workers utilizing on-street parking in the Pico Union area. • An adequate provision for alternate routing, protection barriers, covered walkways where necessary and feasible, and other safety precautions for pedestrians and bicyclists through the Project Area. • Development of an Event Construction Parking Plan to develop and implement temporary parking strategies for events for the Convention Center, Cyrpto.com Arena, and LA LIVE during construction. • Include measures in the Construction Traffic and Parking Management Plan to minimize impacts in Pico Union. • To the extent feasible schedule construction-related deliveries, other than concrete and earthwork-related deliveries, to reduce travel during peak commute periods. • Coordinate and work with Metro to coordinate bus line/re-routings for Metro Route 30 to minimize inconvenience to transit riders. • Enforcement Agency: Los Angeles Department of Transportation • Monitoring Agency: Los Angeles Department of Transportation • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once, prior to issuance of demolition or building permit; Periodic field inspections during construction • Action Indicating Compliance: Written verification of approval of Plans from the Los Angeles Department of Transportation prior to the issuance of demolition and construction permits for the New Hall (Pre- construction); Annual compliance certification report submitted by Project contractor (Operation)	Written approval of Construction Traffic and Parking Management Plan by LADOT. Field inspections during construction. Annual compliance reports.		X				PWJV	

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
MM B.2-2	During operation of the Proposed Project, the Proposed Project shall coordinate with LADOT's Downtown Express Park Program to facilitate the efficient use of the parking supply. This shall involve including the on-site parking garages in the City's Program (for monitoring of occupancy and utilization), and coordinating information sources, types, and distribution methods for off-site parking locations and access/egress routes during events. • Enforcement Agency: Los Angeles Department of Transportation • Monitoring Agency: Los Angeles Department of Transportation • Monitoring Phase: Operation • Monitoring Frequency: Annually during operation of the Express Park Program • Action Indicating Compliance: Annual compliance certification report submitted by the New Hall Applicant	Annual Reports.						CTD - OPERATIONS	
L	UTILITIES AND SERVICE SYSTEMS (WATER)								
PDF K.1-1	The New Hall will achieve a water use reduction of 33 percent of the estimated baseline. These water reduction requirements shall be met by specific measures which may include the following: *Commercial/Public Facility Water Conservation Features* • Install high-efficiency toilets that use a maximum of 1.28 gallons per flush. • Install high-efficiency urinals (0.125 gallon/flush) for the Convention Center. • Install low-flow faucets for public and most private locations with a maximum flow rate of 0.5 gallon per minute. Low-flow faucets will be of a self-closing design (i.e., that would automatically turn off when not in use). • Install no more than one showerhead per shower stall, having a flow rate no greater than 2 gallons per minute. • Install Prep and Service faucets with low-flow aerators that use 1.8 gallons per minute in lieu of the standard 2.2 gallons per minute. • Install high efficiency dishwashers that are Energy Star rated or equivalent within kitchen/food preparation areas minimum per City ordinance requirements. • Install high-efficiency clothes washers with a water factor of 6.0 or less that are Energy Star rated, when possible. Includes both large and small washers to accommodate variances in load sizes. • Cooling Tower Conductivity Controllers or Cooling Tower pH Conductivity Controllers. • For Cooling Towers: Install purple piping and associated connections (i.e., reclaimed water infrastructure) to the property line for potential future connection to LADWP reclaimed water supply, pending confirmation of water chemical profile for acceptable use. *Landscaping Water Conservation Measures* • Install high-efficiency irrigation systems, including weather-based irrigation controllers with rain shutoff technology. • Install matched precipitation (flow) rates for sprinkler heads. • Install drip/microspray/subsurface irrigation, where appropriate. • Achieve minimum irrigation system distribution uniformity of 85 percent. • Install a separate water meter (or submeter), flow sensor, and master valve shut-off for irrigated landscape areas totaling 5,000 square feet and greater. • Use water efficient landscaping such as proper hydro-zoning. • Use landscape contouring to minimize precipitation runoff. • For irrigation systems: Install purple piping and associated connections (i.e., reclaimed water infrastructure) to the property line for potential future connection to LADWP reclaimed water supply, pending confirmation of water chemical profile for acceptable use. • Use best current landscaping practices that balance water use, shade, CO2 removal, aesthetics and practical design concerns. *Water Performance* • Install, at minimum, whole building water meters that measure total potable water use for the entire building. Install submeters on cooling towers and irrigation subsystems per above. • Enforcement Agency: Los Angeles Department of Building and Safety; City of Los Angeles Department of Water and Power • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction (at plan check); Operation • Monitoring Frequency: Once, at plan check; Annually, during operation • Action Indicating Compliance: Plan approval for incorporation of water reduction features into plans prior to issuance of building permit for New Hall (Pre-construction); Annual compliance certification report submitted by Applicants (Operation)	Plan check approval prior to issuance of building permit. Annual reports during operation.				X		PWJV	
MM K.1-1	Prior to issuance of a certificate of occupancy, the Proposed Project shall coordinate with the City of Los Angeles Department of Water and Power for the anticipated upgrade of the existing 8-inch water main located on the south side of Pico Boulevard between L.A. Live Way and Figueroa Street to a 12-inch water main in accordance with all applicable City standards. • Enforcement Agency: Los Angeles Department of Building and Safety; City of Los Angeles Department of Water and Power • Monitoring Agency: City of Los Angeles Department of Water and Power • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, prior to approval of the plans for the improvement (plan approval); Once prior to issuance of a Certificate of Occupancy for the New Hall (to verify installation) • Action Indicating Compliance: Plan approval (Pre-construction); Written verification from LADPW and issuance of Certificate of Occupancy for the New Hall (Construction)	Written verification from LADPW at plan check for building permit and prior to issuance of CofO				X		PWJV	
M	UTILITIES AND SERVICE SYSTEMS (WASTEWATER)								
MM K.2-1	Sewer connections between the Proposed Project and the existing municipal sewer systems would be designed to conform to the standards of the Department of Public Works. • Enforcement Agency: Los Angeles Department of Building and Safety; Los Angeles Department of Public Works • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Department of Public Works • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, prior to approval of the plans for the improvement (plan approval); Once prior to issuance of a Certificate of Occupancy for the New Hall (to verify installation) • Action Indicating Compliance: Plan approval (Pre-construction) Written verification from LADWP and issuance of Certificate of Occupancy for the New Hall (Construction)	Plan approval prior to issuance of building permit. Written verification from LADWP prior to CofO.				X		PWJV	
N	UTILITIES AND SERVICE SYSTEMS (SOLID WASTE)								

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
PDF K.3-1	The Applicant will extend the existing on-site solid waste recycling programs to include the New Hall. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Public Works Bureau of Sanitation Division • Monitoring Agency: Los Angeles Department of City Planning; Los Angeles Department of Public Works Bureau of Sanitation Division • Monitoring Phase: Operation • Monitoring Frequency: Annually • Action Indicating Compliance: Annual compliance report submitted by Applicants	Annual Reports during operation.						CTD - OPERATIONS	
PDF K.3-2	A minimum of 20 percent of all building materials and products for development will consist of recycled content or will be manufactured regionally or use rapidly renewable resources. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once, at plan check; Annually, during construction • Action Indicating Compliance: Plan approval (Pre-construction); Annual compliance certification report submitted by Project contractor (Construction)	Plan check approval prior to issuance of building permit. Annual reports during construction.				X		PWJV	
PDF K.3-3	Divert a combined minimum of 75 percent of construction waste and/or debris from landfill storage for both the demolition and new construction phases. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety; Los Angeles Department of Public Works Bureau of Sanitation Division; • Monitoring Phase: Construction • Monitoring Frequency: Periodic field inspections during construction • Action Indicating Compliance: Field inspection sing-off; Annual compliance certification report submitted by Project contractor	Field inspections and annual reports during construction.		X				PWJV	
PDF K.3-4	The New Hall would divert at least 50 percent of its solid waste during operation. • Enforcement Agency: Los Angeles Department of City Planning; Los Angeles Department of Public Works Bureau of Sanitation Division • Monitoring Agency: Los Angeles Department of Public Works Bureau of Sanitation Division • Monitoring Phase: Pre-operation; Operation • Monitoring Frequency: Once, prior to operation; Annually, during operation • Action Indicating Compliance: Plan approval (Pre-operation); Annual compliance report by Convention Center Applicant (Operation)	Annual Reports during operation.						CTD - OPERATIONS	
O	UTILITIES AND SERVICE SYSTEMS (ELECTRICITY)								
PDF K.4-1	The New Hall would implement additional efficiency measures to achieve a 20-percent reduction in energy consumption relative to the California Energy Efficiency Standards and would also comply with the required measures of the Los Angeles Green Building Code. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction • Monitoring Frequency: Once, at plan check for the New Hall • Action Indicating Compliance: Issuance of building permit for the New Hall	Plan check approval prior to issuance of building permit for New Hall				X		PWJV	
PDF K.4-3	The L.A. Live Way Garage and the Bond Street Garage shall feature energy efficient lighting.[3] • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once, at plan check for the applicable garage; Once, prior to Certificate of Occupancy for the applicable garage • Action Indicating Compliance: Issuance of building permit for the applicable garages (Pre-construction); Issuance of Certificate of Occupancy for the applicable garage (Construction) *3 The Modified Prcject would maintain the existing approval for the L.A. Live Way Garage but would not construct the garage at this time. However, in order to be consistent with the Certified EIR, the L.A. Live Way Garage language in this PDF has been retained in case the garage is constructed in the future.*	Plan check approval for garages prior to issuance of building permit for the garages. Verification before issuance of CofO				X		N/A	Not Part of Project
PDF K.4-4	A minimum total of 12 electric car charging stations shall be provided within the on-site parking garages. • Enforcement Agency: Los Angeles Department of Building and Safety • Monitoring Agency: Los Angeles Department of Building and Safety • Monitoring Phase: Pre-Construction; Construction • Monitoring Frequency: Once, at plan check for the applicable garages; Once, prior to Certificate of Occupancy for the applicable garage • Action Indicating Compliance: Issuance of building permit for the applicable garage (Pre-construction); Issuance of Certificate of Occupancy for the applicable garage (Construction)	Plan check approval for garages prior to issuance of building permit for the garages. Verification before issuance of CofO				X		N/A	Not Part of Project

Item No.	Description / Summary	Clearance Description	Sheet TAB Ref#	Prior to Demo	Prior to Grading Shoring	Prior to Building	Tract Map Record.	Responsible Party	Scope Clarifications
MM K.4-1	Construct, if determined to be required by the LADWP, an additional redundant underground electrical feeder in Pico Boulevard paralleling the existing feeders, or other improvements determined by the LADWP. • Enforcement Agency: Los Angeles Department of Building and Safety; City of Los Angeles Department of Water and Power • Monitoring Agency: City of Los Angeles Department of Water and Power • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, prior to approval of improvement plans; Once, prior to issuance of a Certificate of Occupancy for the New Hall • Action Indicating Compliance: Approval of B-Permit Plans (Pre- construction); Issuance of a Certificate of Occupancy for the New Hall (Construction)	Approval of B-Permit plans prior to issuance of demo permit. Verification prior to CofO		X				PWJV	
MM K.4-2	If determined to be required by LADWP, construct additional LADWP transformation and switching equipment to the existing below grade vault south of Pico Boulevard and East of Convention Center Way. • Enforcement Agency: Los Angeles Department of Building and Safety; City of Los Angeles Department of Water and Power • Monitoring Agency: City of Los Angeles Department of Water and Power • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, prior to approval of improvement plans • Action Indicating Compliance: Approval of B-Permit Plans (Pre- construction)	Approval of B-Permit plans prior to issuance of demo permit.		X				PWJV	
MM K.4-3	If determined to be required by LADWP, construct new LADWP transformation and switching equipment in the lot between Convention Center Way and L.A. Live Way, in an above ground screened location. The exact location of the electrical feeder and LADWP vault, and transformation and switching equipment would be determined as plans for the Project are further refined. • Enforcement Agency: Los Angeles Department of Building and Safety; City of Los Angeles Department of Water and Power • Monitoring Agency: City of Los Angeles Department of Water and Power • Monitoring Phase: Pre-construction; Construction • Monitoring Frequency: Once, prior to approval of improvement plans; Once, prior to issuance of a Certificate of Occupancy for the New Hall • Action Indicating Compliance: Approval of B-Permit Plans (Pre- construction); Issuance of a Certificate of Occupancy for the New Hall (Construction)	Approval of B-Permit plans prior to issuance of demo permit. Verification prior to CofO for the New Hall		X				PWJV	

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 14 – WARRANTY DURATIONS

1. The following table summarizes the minimum warranty durations required by LACC for the specified systems and components.

   a) **Minimum Warranty Duration Table**

Asset Category	Component/System	Minimum Warranty Durations - Product Specific
Structural & building envelope	Roofing systems	075423 - thermoplastic polyolefin - 1.10 - warranty period for both labor and materials is (15) years.
	Waterproofing & sealants	071324 - PRE-APPLIED SHEET MEMBRANE WATERPROOFING - 1.8B(1a)- MANUFACTURER'S MATERIAL - (15) YEARS, 1.8c1- "total systems" by manufacturer/contractor/installer performance warranty for failure of substrate - (5) years. 071326 - SELF ADHERING SHEET WATERPROOFING - 1.8B(1a)- MANUFACTURER'S MATERIAL - (15) YEARS, 1.8C1- "SPECIAL WARRANTY" – Contractor/manufacturer/installer performance warranty for failure of substrate - (10) years, 1.8d - "special installer's warranty" - (2) years. 079200 - joint sealants - 1.10a(1)- "special installer's warranty - (2) years, 1.10b(1)- "special manufacturer's warranty - (10) years. 072726 - fluid applied membrane air barriers - 1.10a(1)- materials and workmanship - (10) years.
	Aluminum Framed Entrances and Storefronts	084113 - aluminum-framed entrances and storefronts - 1.6a(2)- materials and workmanship - (2) years, 1.6b(2)- finish warranty (15) years.
	Ceiling	95100 - suspended ceiling systems - no warranty specified.
	Door hardware	087100 - door hardware - 1.7c- materials and workmanship - (1) year.
	Doors (except as noted otherwise)	081113 - hollow metal doors - no warranty specified. 081416 - flush wood doors - 1.9a(3)- life of installation.

Asset Category	Component/System	Minimum Warranty Durations - Product Specific
		083323 - overhead coiling doors - 1.6a(1)- materials and workmanship - (2) years.
	Finish carpentry	64023 - interior architectural woodwork - no warranty specified.
	Finish hardware	Not an actual specification section.
	Fiberglass-sandwich-panel assemblies	Item not in project.
	High Speed Fabric Roll up Doors	Item not in project
	Floor Hatches and Inserts	Item not in project
	Hydronic pumps	232123 - hydronic pumps - 1.5a(1)- materials and workmanship - (3) year.
	Metal stud framing/drywall/lath and plaster	054000 - cold-formed metal framing - no warranty specified. 092900 - gypsum board - no warranty specified. 092613 - gypsum veneer plastering - no warranty specified. 092400 - Portland cement plastering - no warranty specified.
	Caulking & sealant	079200 - joint sealants - 1.10a(1)- "special installer's warranty - (2) years, 1.10b(1)- "special manufacturer's warranty - (10) years.
	Sheet metal flashing & trim	076200 - sheet metal flashing and trim - 1.9a(2)- finish warranty (20) years.
	Sheet Membrane Waterproofing (if not part of roofing system)	071324 - PRE-APPLIED SHEET MEMBRANE WATERPROOFING - 1.8B(1a)- MANUFACTURER'S MATERIAL - (15) YEARS, 1.8c1- "total systems" by manufacturer/contractor/installer performance warranty for failure of substrate - (5) years.
	Sliding doors	Sliding doors Not in Project
	Skylight	086225 - tubular daylighting devices - 1.7a- manufacturer's warranty - (10) years, 1.7b- electrical parts - (5) years, Led emitters, drivers, controls (3) years.
	Roof Accessories (roof curbs and hatches)	077200 - roof accessories - 1.6a(1)- manufacturer's materials and workmanship - (5) years, 1.6b(2)- finish warranty - (20) years.
		111319 stationary loading dock equipment - 1.10a(2) years

Asset Category	Component/System	Minimum Warranty Durations - Product Specific
	Stationary loading dock equipment	Structural assembly - (1) years, 1.10a(3)- hydraulic system - (5) years. Truck restraints warranty not specified. 111313 - loading dock bumpers - warranty not specified,
	Toilet, Shower and Custodial Accessories	102800 - toilet, bath, and laundry accessories - 1.6a- mirrors - (15) years, 1.6b(1)- toilet compartment occupancy indicator systems (5) years, 1.6c(1)- hand dryers - (5) years.
	Toilet partitions	102113.14 - stainless steel toilet compartments - warranty not specified
	Vertical lift doors	Item not in project
	Windows	084413 - glazed aluminum curtain walls - 1.8a(2) - (2) years.
	Insulated metal wall panels	074213.19 - insulated metal wall panels - 1.10a(2)- material and workmanship - (2) years, 1.10b(2)- Panel finishes - (1) years.
	Glazing & air walls	088000 - glazing - 1.11a(1)- coated glass - (10) years, 1.11b(1)- laminated glass - (10) years, 1.11c(1) insulating glass - (10) years, 1.11d(1)- heat soaked tempered glass - (10) years. Non-glass not in project
Mechanical systems	HVAC equipment	236500 - cooling towers - 1.6a- (1) year after start-up or (18) months after shipping for equipment defects, 1.6b- (5) years for fan assembly, drive and motor, 1.6c- (5) years for entire tower from date of shipment. 237313 - central station air handling units - (10) years 238126 - split system air-conditioners - 1.5b(1)- compressors - (5) years. 238127 - variable refrigerant flow (VRF) split ac systems - 1.7a- parts - (10) years, 1.7b- labor - (1) year from start-up. 238200 - terminal heating and cooling units - (5) years
	Pumps	232123 - hydronic pumps - 1.5a(1)- materials and workmanship - (3) years
	Above ground fuel tank & remaining equipment	Item not in project
		Item not in project

Asset Category	Component/System	Minimum Warranty Durations - Product Specific
	Computer room air-conditioners	Item not in project
	Damper actuators	233300 - air duct accessories - (5) years (including actuators)
	Electric domestic water heaters	223300 - ELECTRIC DOMESTIC WATER HEATERS - 1.4A(1a)- TANK - (3) YEARS, 1.4A(1b) - CONTROLS AND OTHER COMPONENTS - (1) YEAR.
	Fire pumps	Item not in project
	Emergency power systems	263600 - transfer switches - 1.8b- (2) years, 1.8c- Extended warranty for failed service due to transient voltage surges - (8) years.
	Fan coil units	238126 - split system air-conditioners - 1.5b(1)- compressors - (5) years.
	Emergency generator	263213 - engine driven generators - 1.5- (5) years for plant & labor
	Heat pumps	238146 - water source heat pump - 1.5a(1)- motor/compressor - (5) years, 1.5b(1)- storage tank - (3) years.
	Heat exchangers	Item not in project
	Fixed louvers	No specification section provided
	Electric boilers	235213 - Electric Boilers - 1.4a- Components - (1) Year And (5) Years For Heat Exchanger
	Modular Indoor and Outdoor Central Air Handling Units	Item not in project
	Variable- frequency motor controllers	230513 - common motor requirements for HVAC equipment - 1.5a- motors larger than 20 hp - (5) years.
	Ductwork & piping	230510 - basic piping materials and methods - no warranty specified. 233113 - metal ducts - no warranty specified.
Electrical systems	Switchgear and Transformers	262816 - enclosed switches and circuit breakers - 1.8b- (10) years inc. Plant & labor.
	Lighting equipment including Panelboards	260910 - centralized dimming system – (5) years including plant & labor 260923 - lighting control devices - 1.6a- sensors and accessories - (5) years including plant & labor.
	Led interior lighting	265100 - interior lighting - 1.8a - fixture defect - (5) year, 1.8c(1) - led luminaires - (5) years.
	Lighting fixtures	265100 - interior lighting - 1.8c(2)- led lamps - (3) years.

Asset Category	Component/System	Minimum Warranty Durations - Product Specific
	Cable Termination Boxes for Portable Generator	Item not in project
	Panelboards	262416 - panelboards - 1.8b- materials and workmanship - (3) years.
	Power factor correction equipment	Item not in project
	Static uninterruptible power supply	Item not in project
	Central Battery Equipment for Emergency Lighting	Item not in project
		Item not in project
	Life safety generators	Item not in project
Plumbing systems	Plumbing fixtures	224000 - plumbing fixtures - no warranties specified.
	Domestic water softeners	223100 - water softeners - 1.4a(1)- attrition loss of mineral not to exceed 3% for (3) years.
		223100 - water softeners - 1.4a(1)- attrition loss of mineral not to exceed 3% for (3) years.
		223100 - water softeners - 1.4a(1)- attrition loss of mineral not to exceed 3% for (3) years.
	Domestic water polypropylene pipe	Item not in project
	Linear water detection system	Item not in project
	Plumbing systems	3 years
	Fire hydrants	Item not in project
	Downspouts	Item not in project
	Pumps and Water Heaters	Noted earlier.
Technology & AV systems	Audio, Video, and Lighting Equipment	Item not in project
	It infrastructure	271116 - comm racks, cabinets, frames, and enclosures - 1.10a(1)- (5) years. 271119 - comm termination blocks and patch panels - 1.8a(1)- (25) years. 271123 - comm cable management and ladder rack - 1.9a(1)- (3) years.

Asset Category	Component/System	Minimum Warranty Durations - Product Specific
		271126 - comm rack mounted power protection and strips - 1.10a(1)- PDU - (2) years, 1.10a(2)- ups - (2) years, 1.10a(3)- ups battery - (2) years. 271313 - comm copper backbone cabling - 1.8a(1)- (25) years. 271313.13 - comm copper cable splicing and terminations - 1.8a(1)- (25) years. 271323 - comm optical fiber backbone cabling - 1.8a(1)- (25) years. 271323.13 - comm coaxial backbone cabling - 1.10a(1)- (25) years. 271513 - comm copper horizontal cabling - 1.8a(1)- (25) years. 271543 - comm faceplates and connectors - 1.9a(1)- structured cabling components - (25) years, 1.9a(2)- faceplates - (1) year. 271619 - comm patch cords, cross connect wire - 1.9a(1)- (25) years.
		Hardware (25) years to match structured cabling
	Video surveillance	282300 - video surveillance - (280500)- 1.15a- security contractor for work - (3) year, 1.15b- materials - (3) year.
	Switchboard	No comment provided
	Signage	101400 - signage – (5) years
	Lighting controls	260910 - centralized dimming system – (5 years). 260923 - lighting control devices - 1.6a- (5) years.
	HVAC controls	260913 - instrumentation and control devices for HVAC - 1.6a- defective work – (1) year, 1.6b- existing equipment - (1) year.
	Building management systems (BMS)	No specification provided.
Kitchen & concessions	Food service equipment	114000 - food service equipment - 1.5b- (1) year.
Interior finishes	Flooring (Carpet, Tile, etc.)	096800 - carpeting - 1.10a(3)- (10) years. 096623 - Resinous matrix terrazzo flooring - no warranty specified.
		Same as above

Asset Category	Component/System	Minimum Warranty Durations - Product Specific
	Flooring- resilient flooring	Item not in project
	Epoxy flooring system	096723 - resinous flooring - no warranty specified.
		096723 - resinous flooring - no warranty specified.
	Paint and Wall Finishes	097200 - wall coverings - no warranty specified. 098433 - sound absorbing units - no warranty specified. 099113 - exterior painting - no warranty specified. 099123 - interior painting - no warranty specified
Vertical transportation	Elevators and Escalators	142100 - electric traction elevators - 1.9a(2)- (1) year. 142113 - electric traction freight elevators - 1.9a(2) - (2) yrs. 143100 - escalators - 1.9a(2)- (1) year.
		Same as above
Specialty systems	Fire protection systems	210010 - general fire suppression requirements - no warranty specified. 210500 - common work results for fire suppression - no warranty specified. 210515 - basic fire suppression piping materials and methods - no warranty specified. 211200 - fire suppression standpipes - no warranty specified. 211313 - water based fire suppression systems - no warranty specified.
		Same as above
	Fire extinguishers	104416 - fire extinguishers - 1.7a(2)- (6) years.
	Fire alarm devices	284600 - fire detection and alarm - 1.15b- service and maintenance - (1) year), defects and workmanship - (1) year, software modifications - (1) year.
	Fire suppression system	See above.
	Fire resistant glazing	088813 - fire rated glazing - 1.9a(1)- laminated glass - (10) years, 1.9b(1)- tempered glazing with clear intumescent interlayer - (10) years.
	Fire alarm panels & programming	284600 - fire detection and alarm - 1.15b- service and maintenance - (1) year), Defects and workmanship - (1) year, Software modifications - (1) year.
	Solar Panels (if applicable)	263100 - photovoltaic collectors - 1.6b(1)- photovoltaic modules - (10) years for defects and workmanship,

Asset Category	Component/System	Minimum Warranty Durations - Product Specific
		1.6b(2)- 90% rated power output - (10) years, 80% rated power output - (25) years, 1.6c- module mounting - (10) years for defects/workmanship, 1.6d- combiner boxes - (5) years, 1.6e- inverters - (5) years, 1.6f- charge controllers - (5) years.
		See above.
Landscaping	Green roof systems	329500 - vegetated roof - 1.10a(1)- defects and workmanship - (20) years or warranty on membrane, whichever is less.
	Hardscaping	321216 - hot mix asphalt - no warranty specified. 321313 - concrete paving - no warranty specified. 311316 - decorative concrete paving finishes - no warranty specified. 321600 - metal edging - no warranty specified.
General contractor & subcontractor	General construction workmanship	1 year
Custom systems	Translucent - polycarbonate panel assembly	Item not in project
	Miscellaneous equipment	There are a few pieces of equipment or miscellaneous devices - typically there are no warranties.
	Static frequency converters	No specification provided.
	Underground utilities	No warranties on any of these.
	Metal lockers	To be provided by K.E.C.
	Compactors	118226 - facility waste compactors - no warranty specified.

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 15 – FURNITURE, FIXTURES & EQUIPMENT

1. Furniture, Fixtures & Equipment Definition

a) Furniture, Fixtures & Equipment (FF&E) shall refer to items of furniture, fixtures, and equipment that are not permanently affixed to the building structure or utilities but may include kitchen equipment that is bolted in place or hard-wired.

b) FF&E shall also include all items necessary to fully furnish, fit out, and equip a space to meet its intended functional, operational, and aesthetic requirements, including items that are connected, plugged in, or plumbed-in, but are capable of being removed without requiring demolition or alteration of base building systems.

c) The following items shall be excluded from the FF&E definition for the purposes of this project:

i. Built-in millwork/cabinetry (including loose but large planters on level 230 lobby)
ii. Operable partitions
iii. Sanitaryware/bathroom fixtures and accessories
iv. Plumbing fixtures
v. MEP equipment (all building services equipment)
vi. IT equipment
vii. AV Equipment
viii. Telephone/telecom equipment
ix. Wall, floor and ceiling finishes
x. Lamps and Lampshades
xi. Artwork (which is not built in)
xii. Notice Boards (Excludes Signage)
xiii. Portable Screens/Partitions/Dividers

2. Furniture, Fixtures & Equipment (FF&E) Categories

b) FF&E has been categorized into the following three categories, based on the party responsible for procuring and installing the items.

	Procure & Supply	Install
Category 1	Developer	Developer
Category 2	Owner	Developer
Category 3	Owner	Owner

Table 1 – FF&E Categories

c) The Project currently contains the following room classifications:

i. Public Lobbies Concourse Prefunction
ii. Exhibition Hall
iii. Meeting Room
iv. Meeting Room + Multi-purpose Space
v. Food Service
vi. Rentable Outdoor Space
vii. Public Toilet Rooms
viii. Circulation (including vertical circulation)
ix. MEP
x. Support Spaces
xi. Service and Operations
xii. Parking
xiii. Notice Boards (Excludes Signage)
xiv. Portable Screens/Partitions/Dividers

d) Based on the room classifications listed above, **Table 2** identifies typical FF&E items required to furnish, fit out, and equip these types of spaces, along with the proposed category for each FF&E item.

Space Classifications	**FF&E (Assumed/Anticipated)**	**Category**
Public Lobbies Concourse Prefunction	Reception desk (TBC - possibly in millwork package)	1
	Chairs, benches and sofas (stackable, lounge, modular, etc.)	3
	Tables (stackable, coffee, end table, dining)	3
	Window shades/blinds (As per the Technical Requirements Only)	1
	Notice boards (excludes signage)	3
	Turnstiles	3
	Stanchions/crowd control equipment	3
	Note: Elements of built-in seating/benches and planters are anticipated and assumed to be part of a millwork package by the Developer.	N/A

Space Classifications	FF&E (Assumed/Anticipated)	Category
Exhibition Hall	Chairs (stackable, ballroom, etc.)	3
	Tables (stackable, banquet, conference, etc.)	3
	Stanchions/crowd control/divider equipment	3
	Lectern/podium	3
	Stage equipment	3
	Dance floor equipment and carts	3
	Flags (USA, California)	3
	Pipe and drape equipment	3
	Digital displays (portable) (TBC - possibly in IT/AV Equipment package)	1
	Overhead projectors (portable) (TBC - possibly in IT/AV Equipment package)	1
	Stanchions/crowd control/divider equipment	3
	Window shades/blinds (As per the Technical Requirements Only)	1
Meeting Room and Multipurpose Space	Chairs (task, guest, stackable, etc.)	3
	Tables (conference, stackable, desks)	3
	Window shades/blinds (As per the Technical Requirements Only)	1
	Acoustic baffles/panels	1
	Free-standing cabinets/cupboards/pedestals/bookcases (excludes built-in millwork/cabinetry)	3
	White boards	3

Space Classifications	FF&E (Assumed/Anticipated)	Category
	Note: IT, AV and telecoms equipment, is anticipated and assumed to form discrete work packages and schedules.	*N/A*
MPS Food Service	Commercial kitchen FF&E: • Ovens and stoves • Refrigerators • Dishwashers • Workbench/countertops • Cabinets/cupboards (assumed to be separate from millwork package) • Sinks and faucets • Kitchen Shelving	1
Rentable Outdoor Space	Chairs and benches (outdoor, stackable)	3
	Tables (outdoor, stackable)	3
	Outdoor bar/refreshments equipment (portable)	3
	Portable heaters	3
	Note: All sanitaryware fixtures and accessories assumed to be in sanitaryware package.	*N/A*
	Chairs and benches	3
Support Spaces (incl. Offices, Show Manager, Green/ Quiet/ Mothers Rooms, Break Room, Janitor, BOH, Storage, Loading, Mechanical/ Electrical/ Plumbing Shops, Recycling, Service Corridors)	Chairs, benches and sofas (task, guest, lounge, modular, stackable)	3
	Desks	3
	Tables	3
	Window Shades/Blinds (As per the Technical Requirements Only)	1
	White boards	3
	Kitchenette appliances (refrigerator, microwave, kettle, dishwasher, etc.)	3
	Lockers	2

Space Classifications	FF&E (Assumed/Anticipated)	Category
	Free-standing cabinets/cupboards/pedestals/bookcases (excludes built-in millwork/cabinetry)	3
	Artwork	3
	Chair and table racks	3
	Chair and table carts	3
	Note: Plumbing fixtures assumed to be managed via separate package, e.g. janitorial/mop sinks, hand wash stations, kitchenette/break room plumbing fixtures.	*N/A*
	Note: IT/AV equipment, such as video conferencing and telephone equipment assumed to be in IT/AV package.	*N/A*
Service and Operations	Chairs (task, office)	3
	Desks and tables	3
	Window Shades/Blinds (As per the Technical Requirements Only)	1
	Free-standing cabinets/cupboards/pedestals/bookcases (excludes built-in millwork/cabinetry)	3
Other	Bike racks	1

Table 2 Typical FF&E Items and Categories

3. Coordination with Other Appendices

a) Responsibilities related to power, data, and systems integration associated with FF&E items shall be defined in the following documents and are excluded from this appendix:

   i. Appendix 6 – Power & Data Matrix
   ii. Appendix 7 – Systems Responsibility Matrix

b) This appendix is limited to defining the scope, exclusions, and procurement responsibilities for FF&E only.

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 16 – OLYMPICS READINESS

1.0 Purpose

a) This Appendix sets forth the scope to achieve Olympics Readiness. This scope is intended to ensure that:

(i) The Project can be temporarily paused during the LA28 Exclusive Use Period in a controlled and secure manner;

(ii) The LACC Campus meets the function, presentation, and safety levels required for use by LACC Operator and building users during the LA28 Olympics; and

(iii) Developer can promptly resume Work following the end of the LA28 Exclusive Use Period.

b) The scope to achieve Olympics Readiness is set forth in Sections 2.0 through 4.0 below.

2.0 Physical Completion

a) The physical completion scope defines the minimum level of construction completion required prior to the commencement of the LA28 Exclusive Use Period.

b) The following requirements shall be met in full unless otherwise approved in writing by the Owner.

2.1 General Requirements

a) Structure and infrastructure components of the Expansion Work must be complete.

b) The building envelope shall be fully weather-tight in accordance with Sections 3.6.5 (Roofing and Waterproofing) and 3.6.3 (External Fabric) of the Technical Requirements.

c) As required, systems commissioning and system start-up to include the activation, calibration, and operational testing of base building systems necessary to support safe temporary occupancy and maintain environmental stability during the LA28 Exclusive Use Period as required by LACC Operator and AHJs. This includes preliminary testing of electrical, HVAC, life safety, building automation and plumbing systems to verify operability and support subsequent commissioning activities following the end of the LA28 Exclusive Use Period as required by LACC

Operator and AHJs.

d) Any systems commissioning that does not constitute full commissioning required for Substantial Completion, but is sufficient to ensure safe and functional operation during the LA28 Exclusive Use Period, as required by LACC Operator and AHJs.

e) Interior work and work to exterior public spaces accessible to the public during the LA28 Exclusive Use Period must be physically complete, except where completion would require rework following the removal of any temporary measures described in this Appendix (e.g., temporary access routes or temporary partitions).

(i) All construction scope as defined in this Appendix must be physically complete, excluding the following minor works such that they do not impact Functional Completion inclusive of Camera Ready requirements:

(ii) Select modernization list items that cannot be started and completed prior to the LA28 Exclusive Use Period, unless those items are required for the successful use and operation of the existing facilities during the LA28 Games.

(iii) Completion of Non-Ductile Concrete Work

(iv) All Final Passes of Paint on All Interior Sequences;

(v) Digital Signage Scope (to be resolved via Allowance process);

(vi) All punch list completion;

(vii) Final cleaning;

(viii) Final testing, inspections, and commissioning;

(ix) Temporary Certificate of Occupancy for any new construction not in use for LA28 Exclusive Use Period; and

(x) Final Certificate of Occupancy.

2.2 Required Areas of Physical Completion

The Developer must complete all Work as per the Technical Requirements. Assessment will be carried out on a floor-by-floor basis as set out below (with the exception of items listed in 2.1.f) above):

a) Level 223/230 – Operations Offices in Existing Space and elements of the CUP if required to turnover Pico Passage r any other space(s) required for LA28 use.

b) Level 230 – Parking Garage, Egress Stairs, Corridors

c) Level 230 – Atrium Lobby elements visible from Pico Passage

d) Level 230 – Kitchen Storage areas (as defined in Appendix 10 – Kitchen and Catering)

e) Level 250 –Existing Back of House, Existing Bathrooms, and New Bathrooms in West Hall

f) Levels 250 & 270 – Existing Pre-function Spaces, Existing Meeting Rooms, Existing Bathrooms and existing support spaces

g) Level 270 – Existing Transformer and Service Vault Rooms

h) Level 290 – Existing Mechanical Mezzanine, Existing Mechanical Room, Existing Catwalks

i) South and West Hall – Modernization, including kitchens and washrooms.

2.3 Systems

a) For any system required for use during the LA28 Exclusive Use Period, those systems shall meet the performance and installation requirements including but not limited to Sections 3.4 (Utilities), 3.7.2 (Vertical Circulation), 3.7.4 (Mechanical), 3.7.6 (Electrical), and 3.7.9 (Fire Protection) of the Technical Requirements.

b) For any system required for use during the LA28 Exclusive Use Period, Developer has completed all Work related to:

(i) Utility Adjustments and installation of new Utilities (chilled water (CHW) lines, storm drains, sewer, gas, telecom, and electrical);

(ii) Elements of the Central utility plant (CUP) infrastructure, if required for turnover of Pico Passage or any other spaces required for LA28 use.;

(iii) Network station and enclosures (excludes Network Station equipment and associated infrastructure);

(iv) Fire protection systems (fireproofing, sprinklers, alarm, fire command center, fire pump rooms) if located in an area of use by the Olympics during the LA28 Exclusive Use Period; and

(v) Vertical transportation (all listed elevators and escalators) only as authorized in the Modernization Scope and located in the existing facilities.

2.4 External Areas and Building Facade

Developer has completed:

a) All Site grading, paving, sidewalks, striping, bollards, traffic signals with the exception of items listed in 2.1(f) above;

b) All landscaping work, including planters, pavers, and irrigation with the exception of items listed in 2.1(f) above; and

c) Installation of all facade components required to meet Camera Ready Requirements (see 3.4), including:

(i) Metal supports, ladders and window cleaning davits;

(ii) Screens, panels, soffits, curtain walls, glazing, and exterior wall finishes;

(iii) Roofing and waterproofing systems; and

(iv) Flashing, coping, mounted pavers.

3.0 Functional Completion

a) Functional completion defines the technical, functional, and presentational condition of the Site and facilities at the commencement of the LA28 Exclusive Use Period.

b) These requirements are necessary to support the safe and effective temporary occupancy and the ability to use the Los Angeles Convention Center for the LA28 Olympics.

3.1 General Requirements

a) Functional completion defines the condition, access, circulation and operability of the site, facilities, and associated infrastructure necessary to support use during the LA28 Olympic Games.

b) Developer has completed work in areas required for use during the LA28 Exclusive Use Period in areas to be accessed by the Owner, their operatives and building users, including the South and West Halls, Concourse building, meeting rooms and tie-in zones to the Expansion Site.

c) The following areas and systems are fully functional, safe, and ready for use as described:

(i) Exhibit Halls B and K

1. Returned with a temporary certificate of occupancy (TCO), or with suitable approvals to re-occupy the areas by AHJs, if required, that restores:

I. The agreed usable square footage as set out in the venue use

agreement;

II. Agreed occupant load as set by AHJs and

III. The pre-Project operational capabilities as agreed by LACC Operator and AHJs and the Developer.

2. Temporary access and egress routes for emergency egress only. This does not include LA28 requirements for circulation. This will be addressed separately as coordination progresses with LA28 team and AHJs.

(ii) Meeting Rooms (South, West and Concourse Halls)

Returned to Owner in agreed condition in terms of layout, access, capacity as agreed by Owner, and AHJs for LA28, and operational capabilities.

(iii) Concourse Hall

Returned to Owner in agreed condition, occupiable and usable for its intended purpose with occupancy loads as agreed by Owner and AHJs for LA28.

(iv) Internal Circulation

All circulation areas impacted by the Expansion and Modernization works that are required for LA28 Exclusive Use Period are completed and permitted to a level that enables safe, code-compliant use, as determined by the applicable AHJs.

(v) Pico Boulevard

Either continuously maintained in public right-of-way use or returned to public use with only minor outstanding punch list or temporary works (e.g., life safety egress provisions).

(vi) External Pathways & Circulation

Public access is available along Pico Boulevard, South Hall Drive, and LA Live Way.

(vii) Vehicular and Freight Access

All logistics routes to and through the Existing Facilities and for any new space turned over for use during the LA28 Exclusive Use Period, are fully open, unobstructed, and usable.

3.2 Technical Requirements

a) For any system required for use during the LA28 Exclusive Use Period, including but not

limited to any utilities, life safety systems, and operating infrastructure required to support LA28 Exclusive Use Period are functional, tested, and accepted by applicable AHJs. These may include, but are not limited to:

(i) Temporary or permanent power and lighting;

(ii) Water and sanitation systems;

(iii) Overhead rigging system and related infrastructure;

(iv) Fire/life safety systems;

(v) Communications and network infrastructure; and

(vi) HVAC or ventilation systems, as applicable.

b) All temporary systems have been designed and installed to facilitate efficient reactivation or integration into final systems following the end of the LA28 Exclusive Use Period.

c) Developer has confirmed that any deferred systems commissioning will not invalidate manufacturer warranties or impact system performance obligations.

3.3 Site Demobilization

a) Site demobilization must be completed 10 days in advance of the LA28 Exclusive Use Period.

b) Developer has fully demobilized from the Project Site, excluding any staff necessary to maintain temporary measures or monitor site safety.

c) Developer has taken the following actions:

(i) Removed all construction personnel, trailers, and temporary facilities (except as otherwise approved by Owner).

(ii) Removed or safely stored all equipment and materials.

(iii) Inspected and stabilized all scaffolding, fencing, and temporary structures. Scaffold inspections must be documented with stability certification for wind/weather.

(iv) Secured any hazardous materials in accordance with all applicable codes.

1. Combustible materials must be removed or stored away from buildings unless approved by Owner and AHJs.

2. Hazardous substances must be secured in labeled, compliant storage.

(v) Secured the site in accordance with LACC Operator's requirements, as agreed in coordination with Developer, and provide contact details.

(vi) Removed all ladders, unsecured access points, and open routes to incomplete construction zones.

d) Developer has prepared and submitted to Owner an inspection schedule for all non-finalized construction elements, reviewed and endorsed by the Engineer of Record.

e) Developer has established secure access controls, physical barriers, and emergency egress, coordinated with Owner security requirements and LACC Operator.

f) Developer has submitted a complete demobilization checklist to Owner for review no later than thirty (30) calendar days prior to the Olympics Readiness milestone. The checklist shall outline all physical demobilization measures, security protocols, inspection regimes, and any exceptions approved by the Owner.

3.4 Camera Ready Requirements

a) The Project Site must present a clean, visually coherent appearance in accordance with Good Industry Practice suitable for global broadcast during LA28 Olympics. Developer is responsible for LA28 EUP Expansion Site (as defined in TR Appendix 1 – Site Plans) and Modernization Scopes as defined in Contract Documents, and areas affected by project site logistics only.

b) All public-facing facades, external elevations and surfaces must be complete, or if in a temporary condition, reference item (e) below.

c) No visible scaffolding, or exposed utilities (including temporary utility structures) shall be present in public view.

d) No noise generating equipment shall be left in public areas through the LA28 Exclusive Use Period. Any equipment required to remain in public facing areas must be approved in advance by Owner.

e) No cranes shall remain on site.

f) Any incomplete work must be screened, wrapped, or clad in a manner satisfactory to the Owner using Owner-approved materials.

g) At the time of turnover for the LA28 Exclusive Use Period, all surfaces shall be cleaned and free of debris, graffiti, and excess signage at the Olympics Readiness Deadline.

h) No construction materials are stored within the Project Limits. Construction materials may be stored inside LA28 EUP Expansion Site (non-public space) as long as materials are not visible to the public.

4.0 Closeout

4.1 Demobilization Condition Report

a) Developer has prepared and submitted to Owner a site condition report ("Demobilization Condition Report") documenting the physical state of all areas accessible to the public

and LA28 personnel. The Site Condition Report shall include:

(i) Date-stamped photographs;

(ii) A narrative summary of conditions;

(iii) A log of any completed inspections and system tests; and

(iv) Confirmation of removal or concealment of construction materials and equipment.

b) Demobilization Condition Report will form the baseline for the Remobilization Condition report defined in Appendix 16B (Requirements through Olympics).

4.2 Staff Training and Handover

a) For any system required for use during the LA28 Exclusive Use Period, Developer has completed operations and maintenance training and instruction for LACC Operations staff, in accordance with Sections 2.10.5 and 2.10.6 of the Technical Requirements,

b) Such training and instruction must include training and instruction for:

(i) Any systems that are newly introduced, temporarily modified, or anticipated to deviate from normal building operations due to the partial state of completion.

(ii) Safety protocols and emergency access during the LA28 Exclusive Use Period in relation to the new expansion work or temporary measures provided by Developer as part of egress strategy only (existing spaces are by CTD or LA28); and

(iii) Restarting or reoccupying systems following the end of the LA28 Exclusive Use Period.

VOLUME II – TECHNICAL REQUIREMENTS

APPENDIX 16B – REQUIREMENTS THROUGH OLYMPICS

1.0 Purpose

a) This Appendix sets forth the scope for requirements through LA28 Exclusive Use Period. This scopeis intended to ensure that:

(i) The Project can be temporarily paused during the LA28 Exclusive Use Period in a controlled and secure manner;

(ii) The LACC Campus meets the function, presentation, and safety levels required for use by LACC Operator and building users during the LA28 Olympics; and

(iii) Developer can promptly resume Work following the end of the LA28 Exclusive Use Period.

b) The scope for Requirements Through Olympics is set forth in Sections 2.0 and 3.0 below.

2.0 Works Undertaken by Developer Through Olympics Period

a) During the LA28 Exclusive Use Period, the Developer shall not undertake any construction activities within the Project Limits, except for Defect rectification and maintenance of the Works.

b) Should any system defects arise in areas provided for LA28 Exclusive Use Zone, Developer shall assess the Defect and develop a scope of work to rectify such defect, seeking approval by the Owner. Work to be undertaken during off-hours to mitigate impact on building users.

c) Developer shall maintain a limited workforce on site for the purposes of undertaking scheduled regular inspections of incomplete areas to prevent deterioration.

d) The Developer shall remain responsible for maintaining all completed elements within the LA28 EUP Expansion Site in good condition throughout the LA28 Exclusive Use Period.

e) Developer shall maintain access controls, secure perimeters, and emergency egress from the LA28 EUP Expansion Site as agreed by with the LACC Operator and will maintain any temporary measures installed for LA28 use during the LA28 Exclusive Use Period in accordance with the measures established in Appendix 16A (Olympics Readiness).

f) This plan will be developed over time via the Weekly Progress Meetings with the City, LA28, AHJs and APCLA/PWJV and agreed by all parties.

g) Developer shall conduct weekly progress and coordination meetings with the Owner, offsite or virtually.

h) Developer shall maintain security protocols at all times for the LA28 EUP Expansion Site, including coordination with LA28 security teams to manage site access and ensure separation from LA28 operations.

3.0 Remobilization

a) Remobilization shall be carried out in accordance with the requirements set forth in Section 2 of the Technical Requirements.

b) After the Exclusive Use Period and five (5) days prior to the Remobilization Date, the Developer shall commence a joint condition survey with the Owner to assess the state of the Project Site and any adjacent areas impacted by the LA28 Exclusive Use Period.

c) This inspection shall be documented through a Remobilization Condition Report, to be agreed and provided on or before the Remobilization Date, supported by dated photographic or video evidence, and shall establish the baseline for resuming Work.

d) Within ten (10) days following the Remobilization Date, the Developer shall re-establish Site boundary limits in coordination with the Owner to mitigate impacts to ongoing LACC operations.

e) Prior to the Remobilization Date, the Developer shall submit a revised construction schedule and work plan for Owner review, outlining the path to Final Completion.

f) Prior to the Remobilization Date the Developer shall attend a remobilization kickoff meeting convened by the Owner to confirm access, safety, sequencing, and updated logistical constraints prior to restarting physical works.

APPENDIX 17 - EARLY TURNOVER WORK

[NTD]

APPENDIX 18 - LADWP RELATED WORK

[NTD]

ATTACHMENT FOUR:

CEQA Findings and Second Addendum to the Environmental Impact Report (EIR)

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS

Background

Pursuant to the California Environmental Quality Act, Public Resources Code Sections 21000 et seq. (CEQA) and the State CEQA Guidelines, Title 14, California Code of Regulations, Sections 15000 et seq. (CEQA Guidelines), in October 2012, the City of Los Angeles (City), acting as lead agency, certified an Environmental Impact Report (EIR) for the Convention and Event Center Project (ENV-2011-585-EIR, State Clearinghouse No. 2011031049) (Certified EIR). The Certified EIR analyzed a project (Convention and Event Center Project) that included (a) construction of a multi-purpose entertainment and sports venue (Event Center); (b) construction of replacement exhibit and meeting hall space to modernize and expand the Convention Center (New Hall); (c) development of other site improvements, including renovation of the existing Gilbert Lindsay Plaza, development of the "Pico Passage", construction of two new parking garages at Bond Street and at L.A. Live Way, and construction of two elevated pedestrian bridges; and (d) other improvements. The City found that the Certified EIR was completed in compliance with CEQA and State and City CEQA Guidelines, and adopted findings and a Mitigation Monitoring and Reporting Program.

Subsequently, the City prepared a First Addendum to the Certified EIR, dated December 2021, to analyze the potential impacts of proposed modifications to the project analyzed under the 2011 EIR, including removal of the proposed Event Center, and a revised design for the Convention Center (Convention Center Expansion and Modernization Project, or the Approved Project). The Approved Project consisted of the following major components:

- Construction of the New Hall built in part over Pico Boulevard and directly connecting the Convention Center's existing South and West Halls. The New Hall would include a new lobby off Pico Boulevard, new high-quality convention center exhibit hall space, multi-purpose space, meeting room space, exterior event space, and support space.
- Construction of a new West Hall Lobby and potentially a pedestrian bridge across Chick Hearn Court to connect the Convention Center to a proposed JW Marriott Hotel Expansion (not a part of the project).
- Renovation of Gilbert Lindsay Plaza to provide improved multi-use open spaces and enhanced pedestrian connections.
- Development of a new parking garage at Bond Street to replace the existing Bond Street Surface Lot (the Bond Street Garage) along with a driveway bridge over Pico Boulevard connecting the Bond Street Garage to the existing Cherry Street Garage.
- Implementation of additional enhancements, including "Pico Passage," relocation of bus arrival facilities, realignment of back-of-house service areas, and implementation of a comprehensive signage program.

Under the Approved Project, the Event Center would not have been constructed. In order to implement the Approved Project, a series of street vacations by the City are required, including

subsurface, surface and airspace vacations at specified locations along Pico Boulevard, L.A. LIVE Way, Chick Hearn Court, and Bond Street.

In addition to the City's analysis of whether the project triggered any of the circumstances set forth in Public Resources Code, Section 21166 or CEQA Guidelines, Section 15162 requiring a subsequent or supplemental EIR, the City also prepared a joint analysis (the Joint Analysis) to analyze the combined impacts that could result from development of the Convention Center Expansion and Modernization Project and a separate yet related project, expansion of the JW Marriott Hotel at LA LIVE (JW Marriott Hotel and Conference Center Expansion Project), which would be across the street from the project. The Joint Analysis demonstrated that the environmental impacts of concurrent development of the Convention Center Expansion and Modernization Project and the JW Marriott Hotel and Conference Center Expansion Project (as analyzed in the Eighth Addendum to ENV-2000-3577-EIR, State Clearinghouse No. 2000091046) have already been accounted for in the EIRs certified for the Project and the Los Angeles Sports and Entertainment District Specific Plan.

The Convention Center Expansion and Modernization Project (Approved Project) and the First Addendum to the Certified EIR were approved by the City Council in June 2022. Subsequently, a Second Addendum, dated August 2025, has been prepared to document and analyze the environmental impacts from revisions to the Approved Project that have been made since June 2022 (Modified Project).

Revisions under the Modified Project include:

- Minor revisions to the scope of floor area to be developed (primarily a decrease in the square footage of meeting rooms and an increase in floor area dedicated to pre-function/lobby/circulation, support, catering, and restrooms).
- Revisions to the construction schedule, with the construction of a new West Hall lobby and parking structures, and renovations of Gil Lindsey Plaza, to be completed at a potential future date.
- Revisions to the configuration of Pico Boulevard traffic lanes, the inclusion of a new on-street bike lane for Pico Boulevard, and updates to traffic mitigation.
- Revisions to certain signage sizes and locations.

<u>CEQA Authority for an Addendum</u>

CEQA establishes the type of environmental documentation required when changes to a project occur after an EIR is certified. Specifically, Section 15164(a) of the CEQA Guidelines states that: *"The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."*

Sections 15162 and 15163 of the CEQA Guidelines respectively require preparation of a Subsequent or Supplemental EIR when an EIR has been certified and one or more of the following circumstances exist:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. Substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

    a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

    b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

    c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

    d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Likewise, California Public Resources Code Section 21166 states that no subsequent or supplemental environmental impact report shall be required by the lead agency or by any responsible agency, unless one or more of the following events occur:

1. Substantial changes are proposed in the project which will require major revisions of the environmental impact report;

2. Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report; or

3. New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.

As demonstrated in the Second Addendum, the Modified Project's impacts would be within the envelope of impacts as already evaluated in the Certified EIR and First Addendum. All the Modified Project's environmental impacts would be the same or less than those identified for the Approved Project in the Certified EIR and First Addendum. The Modified Project would not result in any new significant impacts, nor would it substantially increase the severity of any previously

anticipated significant impacts set forth in the Certified EIR and First Addendum. No substantial changes would occur with respect to the circumstances under which the Modified Project is undertaken that will require major revisions of the Certified EIR and First Addendum due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Additionally, the Second Addendum supplements the information necessary for evaluation of the Modified Project and does not present new information of substantial importance which would create one or more significant effects not previously disclosed or increase the severity of the significant events already evaluated in the Certified EIR and First Addendum. In addition, all the applicable mitigation measures included as part of the Certified EIR and First Addendum would continue to be implemented under the Modified Project, with minor modifications to the mitigation measures to reflect the Modified Project as set forth in the Second Addendum. Additionally, there are no known mitigation measures or Project alternatives that were previously considered infeasible but are now considered feasible that would substantially reduce one or more significant effects on the environment identified in the Certified EIR and First Addendum.

Based on this determination, the Modified Project does not meet the criteria for preparation of a Supplemental or Subsequent EIR pursuant to Sections 15162 and 15163 of the CEQA Guidelines.

CEQA Findings

Pursuant to CEQA, the City serves as the lead agency with respect to the Modified Project in connection with the subject City actions. Accordingly, the City (a) has considered the Certified EIR, Addenda, Joint Analysis, and other pertinent evidence in the record, including studies, reports, and other information from qualified experts (collectively the Environmental Documents) and the environmental effects of the Modified Project as set forth in the Environmental Documents, and (b) makes the following findings:

Based on the independent judgment of the decision-maker, after consideration of the whole of the administrative record, the project was assessed in the Convention and Event Center and EIR, EIR No. ENV-2011-585-EIR, SCH No. 2011031049, certified on October 2012; and pursuant to CEQA Guidelines 15162 and 15164, and the First Addendum and Joint Analysis dated December 2021, and Second Addendum dated August 2025, that no major revisions are required to the EIR and no subsequent EIR is required for approval of the project.

Record of Proceedings

The record of proceedings for the decision includes the Record of Proceedings for the CEQA Findings for the Certified EIR, all items in the Addenda files, and all written and oral information submitted at the hearing on this matter. The documents and other materials that constitute the record of proceedings on which the City of Los Angeles' CEQA Findings are based are located at the Office of the City Clerk, 200 N. Spring Street, Room 360, Los Angeles, CA 90012, the Department of City Planning, 221 N. Figueroa Street, Suite 1350, Los Angeles, CA 90021, and any other relevant City department.

ADDENDUM NO.2

Convention Center Expansion and Modernization Project

Second Addendum to the Convention and Event Center Project EIR
Environmental Case: ENV-2011-585-EIR
State Clearinghouse No.: 2011031049

Project Location: 1201 S. Figueroa Street (1111–1301 S. Figueroa Street, 1206 W. Pico Boulevard, 1211 W. Pico Boulevard, 1260 S. LA Live Way, 740–1110 Chick Hearn Court, 751 W. 12th Street, Assessor Parcel Number (APN) 5138016908, APN 5138016909), Los Angeles, California 90015

Community Plan Area: Downtown

Council District: 9—Price

Project Description: This document serves as the Second Addendum to the Convention and Event Center Project Final EIR (ENV-2011-0585-EIR, SCH No. 2011031049) certified by the City of Los Angeles in October 2012 (the Certified EIR). This Addendum analyzes the potential impacts of modifications to the Convention Center Expansion and Modernization Project, as approved in the First Addendum to the Certified EIR (Approved Project), to allow for the development of an approximately 700,000 square foot expansion of the Los Angeles Convention Center and other site improvements. Specifically, modifications to the Approved Project include: (1) minor revisions to the floor area to be developed; (2) postponement of construction of the new West Hall lobby and bridge, improvements to Gilbert Lindsey Plaza, and the Bond Street parking garage; (3) adjustments to the configuration of Pico Boulevard and traffic mitigation; (4) development of a LADWP Network Station on a portion of the Bond Street surface parking lot; (5) modifications to the signage program; and (6) updates to the construction schedule. The Modified Convention Center Expansion and Modernization Project (Modified Project) involves a 700,273-square-foot expansion of the Los Angeles Convention Center, modernization of the existing Convention Center buildings and campus, and other improvements. The Project would involve the construction and operation of a New Hall building which would connect the existing South and West Halls, and would be partially constructed over Pico Boulevard. The New Hall building would be comprised of a new exhibit hall; meeting rooms; a multi-purpose hall; and pre-function/lobby, support, and food service spaces. The New Hall building height would vary from 92 feet to a maximum of 150 feet, which would not exceed the height of the existing 165-foot South Hall Lobby Tower. The Project would also include the renovation of the existing Concourse Building and South Hall, as well as the partial demolition of the South Hall to connect to the New Hall building. In addition, landscape, streetscape, and circulation improvements and a comprehensive signage program would be implemented. No physical changes are proposed for the on-site Crypto.com Arena building. The expansion combined with existing on-site development would result in a total of up to 3,050,052 square feet of floor area on the 68-acre site.

PREPARED FOR: **City of Los Angeles Department of City Planning**

PREPARED BY: **Eyestone Environmental**

APPLICANT: **City of Los Angeles**

AUGUST 2025

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SECOND ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE CONVENTION AND EVENT CENTER PROJECT

1. Introduction and Background

This document is the Second Addendum to the Environmental Impact Report (EIR) prepared for the Convention and Event Center Project (Original Project), which was certified by the City of Los Angeles (City) in October 2012 (ENV-2011-585-EIR, SCH No. 2011031049) (the Certified EIR). The Original Project included: (a) construction of a multi-purpose entertainment and sports venue (Event Center); (b) construction of replacement exhibit and meeting hall space to modernize and expand the Convention Center (New Hall); (c) development of other site improvements, including renovation of the existing Gilbert Lindsay Plaza, development of the Pico Passage and construction of two new parking garages at Bond Street and at L.A. Live Way, construction of two elevated pedestrian bridges, signage; and (d) other improvements.

An Addendum to the Certified EIR (First Addendum) was prepared in 2021 that addressed changes to the scope of the Original Project. Modifications evaluated under the First Addendum included removal of the Event Center and revisions to the Convention Center Expansion, such as: construction of a new West Hall Lobby and pedestrian bridge, modifications to the design of the New Hall and Pico Passage, modifications to parking structures, and modifications to the signage program . Associated entitlements required for these modifications included: an amendment to the Convention and Event Center Specific Plan, including changing the name of the Specific Plan to the Convention Center and Arena Specific Plan (Specific Plan), an amendment to the Sign District, and associated changes to the Community Plan land use map and zoning. The Project with these modifications was approved in 2023 and is hereafter referred to as the Approved Project.

As discussed in more detail below, the City is seeking additional modifications to the Approved Project that generally reduce the scope of the Approved Project to be constructed at this time. Revisions under the Modified Project include minor revisions to the scope of floor area to be developed (primarily a decrease in the square footage of meeting rooms and an increase in floor area dedicated to pre-function/lobby/circulation, support, catering, and restrooms). In addition, the Pico Boulevard traffic lanes within Pico Passage have been reconfigured for the inclusion of a new on-street bike lane, so as to be coordinated with LADOT and Metro-led transportation improvement projects, and traffic mitigation has been updated. Certain components of the project, such as the West Hall

lobby and elevated pedestrian bridge, improvements to Gilbert Lindsay Plaza, and the Bond Street Parking Garage and elevated vehicle bridge, are not proposed to be constructed at this time and instead may occur at a future date. A portion of the Bond Street surface parking lot will instead be developed with a LADWP Network Station. Modifications to sign sizes and locations within the Sign District are also proposed. In conjunction with these changes, construction scheduling has been updated. These modifications are referred to herein as the Modified Project.

This Second Addendum provides a review of the proposed modifications to demonstrate that the Modified Project does not meet the standards for a Supplemental or Subsequent EIR pursuant to Public Resources Code, Section 21166 or CEQA Guidelines Section 15162.

2. CEQA Authority for an Addendum

CEQA establishes the type of environmental documentation required when changes to a project occur after an EIR is certified. Specifically, Section 15164(a) of the CEQA Guidelines states that:

> The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

Section 15162 of the CEQA Guidelines requires the preparation of a Subsequent EIR when an EIR has been certified or a negative declaration has been adopted for a project and one or more of the following circumstances exist:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. Substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the

previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Likewise, California Public Resources Code (PRC) Section 21166 states that unless one or more of the following events occur, no Supplemental or Subsequent EIR shall be required by the lead agency or by any responsible agency:

- Substantial changes are proposed in the project which will require major revisions of the environmental impact report;

- Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report; or

- New information, which was not known and could not have been known at the time the EIR was certified as complete, becomes available.

As demonstrated by the analysis herein, the Modified Project would not result in any new significant impacts, nor would it substantially increase the severity of previously identified significant impacts. Furthermore, the Modified Project would incorporate all applicable and feasible mitigation measures set forth in the First Addendum. However, Mitigation Measure B.1-21 for the installation of conduit would no longer be applicable, as it is no longer necessary under CEQA, due to the transportation improvements in the area that have been implemented since the traffic analysis was conducted, as well as the transition from Level of Service (LOS) to Vehicle Miles Traveled (VMT) as a measure of a project's transportation impacts. The removal of the measure would not result in any new significant impacts, nor would it substantially increase the severity of previously identified

significant impacts. Therefore, the modifications proposed under the Modified Project do not meet the standards for a Supplemental or Subsequent EIR pursuant to Public Resources Code, Section 21166 or CEQA Guidelines Section 15162.

3. Project Location and Existing Uses

The Modified Project would continue to be developed within the approximately 68 acres of land as the Approved Project (Project Site). The Project Site is generally bounded by Chick Hearn Court to the north, Figueroa Street to the east, Venice Boulevard to the south, and the Caltrans right-of-way adjacent to the SR-110 Harbor Freeway to the west. As shown in Figure 1 on page 5, as with the Approved Project, the Project Site includes the existing Convention Center (including the South Hall, the West Hall, the Concourse Building, the Venice Garage, the Bond Street Surface Lot and the Cherry Street Garage) and the Cypto.com Arena, as well as portions of Pico Boulevard, L.A. Live Way, Bond Street and 12th Street. However, improvements would be constructed only on portions of the Project Site.



Figure 1
Aerial Photograph of the Project Site

Source: Google Earth Pro, 2025; Eyestone Environmental, 2020.

4. Existing Site Conditions

Existing on-site development totals approximately 2.3 million square feet of floor area (as defined by the LAMC). This includes approximately 1,538,671 square feet within the Convention Center and 811,108 square feet within Crypto.com Arena, a sports and entertainment arena with a maximum capacity of 22,000 seats, located on an approximately 8.5-acre portion of the Project Site occupying the southwest corner of Figueroa Street and Chick Hearn Court. The Convention Center includes three primary exhibition and meeting room structures: the West Hall, the South Hall, and the Concourse Building. In addition, Kentia Hall is an area within the South Hall ground floor parking area that can be converted to exhibit space depending on the needs of the Convention Center. Parking facilities include parking below the South Hall and the West Hall, the Cherry and Venice Parking Structures, and the Bond Street surface parking lot.

Gilbert Lindsay Plaza, located in front of the Convention Center, is developed as a hard-surfaced plaza with trees, landscaping, a monument to former City Councilmember Gilbert Lindsay, and a Metro Bike Share station. Driveways through the plaza provide Convention Center access for VIP limousines, taxis, and buses.

Current signage on the site is comprised of wall signs, ground-mounted signage, and wayfinding. Large-scale signage is also provided on a temporary basis in the form of building-mounted banners or art installations.

The existing environmental setting remains similar to that described in the First Addendum. However, closure and street vacation of a segment of Chick Hearn Court, from Figueroa to Georgia Street, has been completed. The previous street segment, which previously was frequently closed off to traffic for events, is now a permanent pedestrian plaza. Refer to the First Addendum for a more detailed description of existing conditions within the Project Site and vicinity.

5. Overview of Original Project

The Original Project evaluated in the Certified EIR included the enhancement of the existing Convention Center through the addition of the New Hall, development of a new Event Center, integrated plazas and streetscape improvements, parking garages, pedestrian bridges, and a comprehensive signage program. The Original Project included a net increase of approximately 1.8 million square feet of floor area with 37,799 square feet of net new floor area within the Convention Center and approximately 1,750,000 square feet of net new floor area within the Event Center. Under the Original Project, the West Hall would be removed (although the West Hall Lobby and entrance would remain), and 12,000 square feet the South Hall would be removed. A summary of the Original Project is

provided below. Refer to Figure 2 on page 8 for the Conceptual Plan for the Original Project.

Under the Original Project, the proposed New Hall would be constructed over Pico Boulevard to replace the exhibition space, meeting rooms, offices, food service, and ancillary space in the Convention Center's existing West Hall, which would be removed to allow for development of the Event Center. The New Hall would include a Street Level, an Exhibition Level, and a Meeting Level.

Under the Original Project, the Event Center, a multi-purpose entertainment and sports venue, would be constructed on the site of the demolished West Hall. The Event Center would be configured with 72,000 permanent seats and would be expandable to 76,250 seats for periodic special events such as a Super Bowl. The Event Center would also include offices, food and merchandise sales, restaurants, bars, and a a stadium club.

The Original Project also included a pedestrian bridge that would provide a direct connection across L.A. Live Way between the new L.A. Live Way Garage and the Event Center, and pedestrian access would also be available across L.A. Live Way at surface grade level. An additional pedestrian bridge would connect a new Bond Street Garage with the New Hall and would provide additional access to the Event Center via an elevated pathway external to the western façade of the New Hall connected to the pedestrian bridge.

Under the Original Project, Gilbert Lindsay Plaza, which fronts on Figueroa Street between Pico Boulevard and 12th Street, would be completely redesigned. With the new design, it would function as a major public gathering space within the Project Site.

Under the Original Project, the area of Pico Boulevard from Figueroa Street to L.A. Live Way and adjacent areas that would be covered by the Concourse Building and New Hall is referred to as the Pico Passage. The portion of Pico Boulevard that would be covered would increase from approximately 210 feet under existing conditions to approximately 1,021 feet in length under the Original Project. To facilitate movement within the Project Site, pedestrian improvements would include increased sidewalk widths on the north side of Pico Boulevard and potentially a mid-block crosswalk.

The Original Project also included signage standards set forth in the Convention and Event Center Sign District (Ordinance No. 182,281). Under the Original Project, the majority of signage would be focused on the building façades along the perimeter of the Project Site, including along Figueroa Street, SR-110, and the freeway interchange. In addition, smaller-scale directional, pedestrian and vehicular signage would be placed throughout the Project Site as necessary to facilitate access and safety. Signage types could include identification signs, temporary event signs, electronic digital displays,

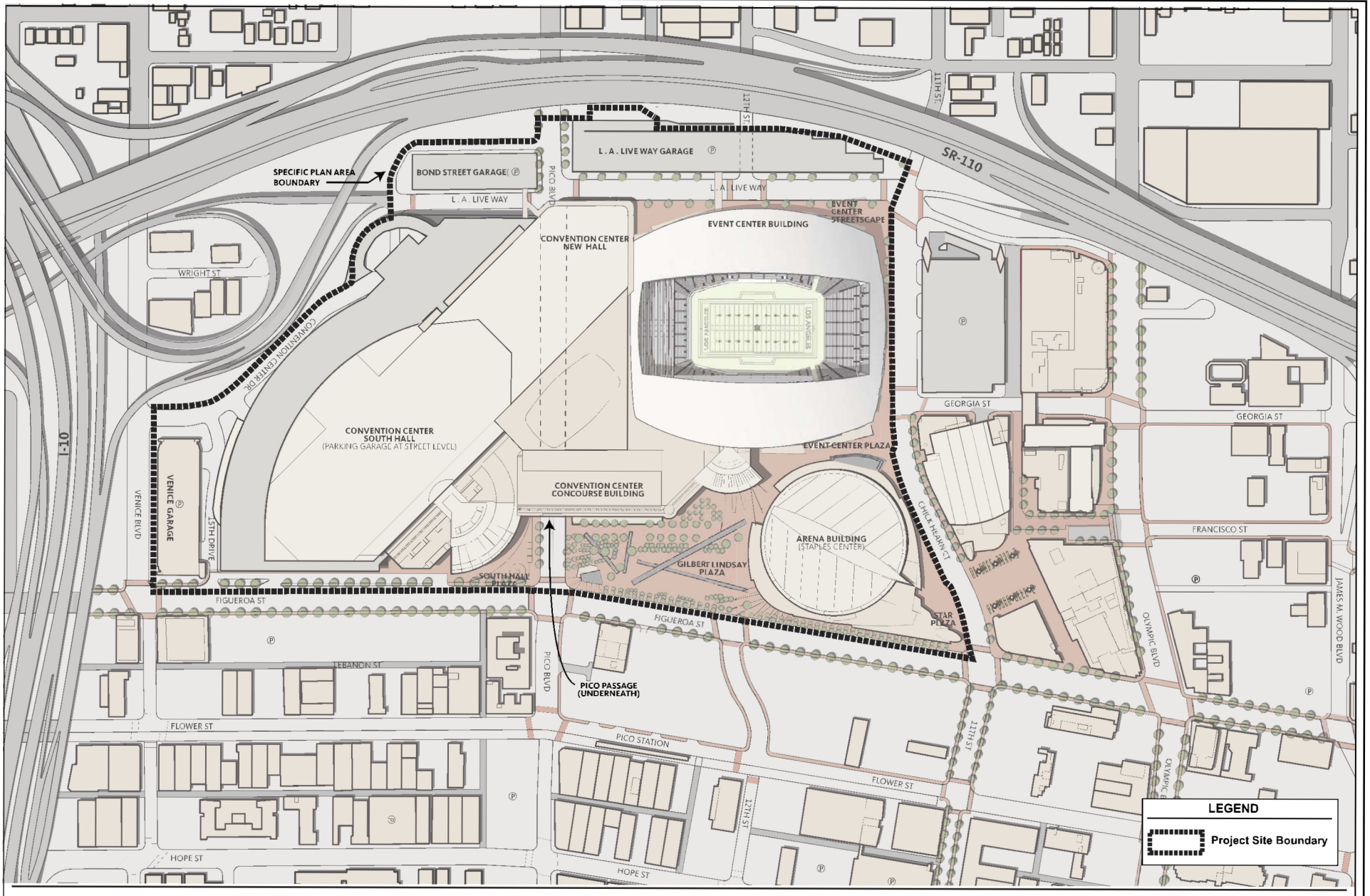


Figure 2

Conceptual Site Plan—Original Project

Source: Gensler, 2012.

changeable message LED boards, static signs, identification signs, and retail/tenant identification signs.

6. Approved Project Evaluated Under First Addendum

As discussed above, modifications to the Original Project referred to as the Approved Project were evaluated in a First Addendum and approved in 2023. Figure 3 on page 10 identifies the conceptual distribution of the proposed uses at the Project Site under the Approved Project. As indicated in Table 1 on page 11, the maximum development permitted under the Approved Project would include a net increase of up to approximately 700,000 square feet of floor area over existing conditions. Thus, as indicated in Table 1, the Approved Project would result in approximately 1,087,799 square feet less floor area than the Original Project. The Approved Project included the following main components:

- Construction of the New Hall built in part over Pico Boulevard and directly connecting the Convention Center's existing South and West Halls. The New Hall would include a new lobby off Pico Boulevard, new high-quality convention center exhibit hall space, multi-purpose space, meeting room space, exterior event space, and support space.

- Construction of a new West Hall Lobby and potentially a pedestrian bridge across Chick Hearn Court to connect the Convention Center to the adjacent proposed JW Marriott Hotel Expansion which is not a part of the Modified Project).

- Renovation of Gilbert Lindsay Plaza to provide improved multi-use open spaces and enhanced pedestrian connections.

- Development of a new parking garage at Bond Street to replace the existing Bond Street Surface Lot (the "Bond Street Garage") along with a driveway bridge over Pico Boulevard connecting the Bond Street Garage to the existing Cherry Street Garage.

- Implementation of additional enhancements, including "Pico Passage," relocation of bus arrival facilities, realignment of back-of-house service areas, and implementation of a comprehensive signage program.

Like the Original Project, under the Approved Project, the New Hall would connect the Convention Center's existing South and West Halls at the exhibit hall level by adding exhibit halls and meeting room space. The expansion at the exhibit hall level would add up to 193,500 square feet of new exhibit hall floor area and would enable use of contiguous exhibit hall space of up to approximately 1,000,000 square feet, which would provide a more efficient overall floor plan.

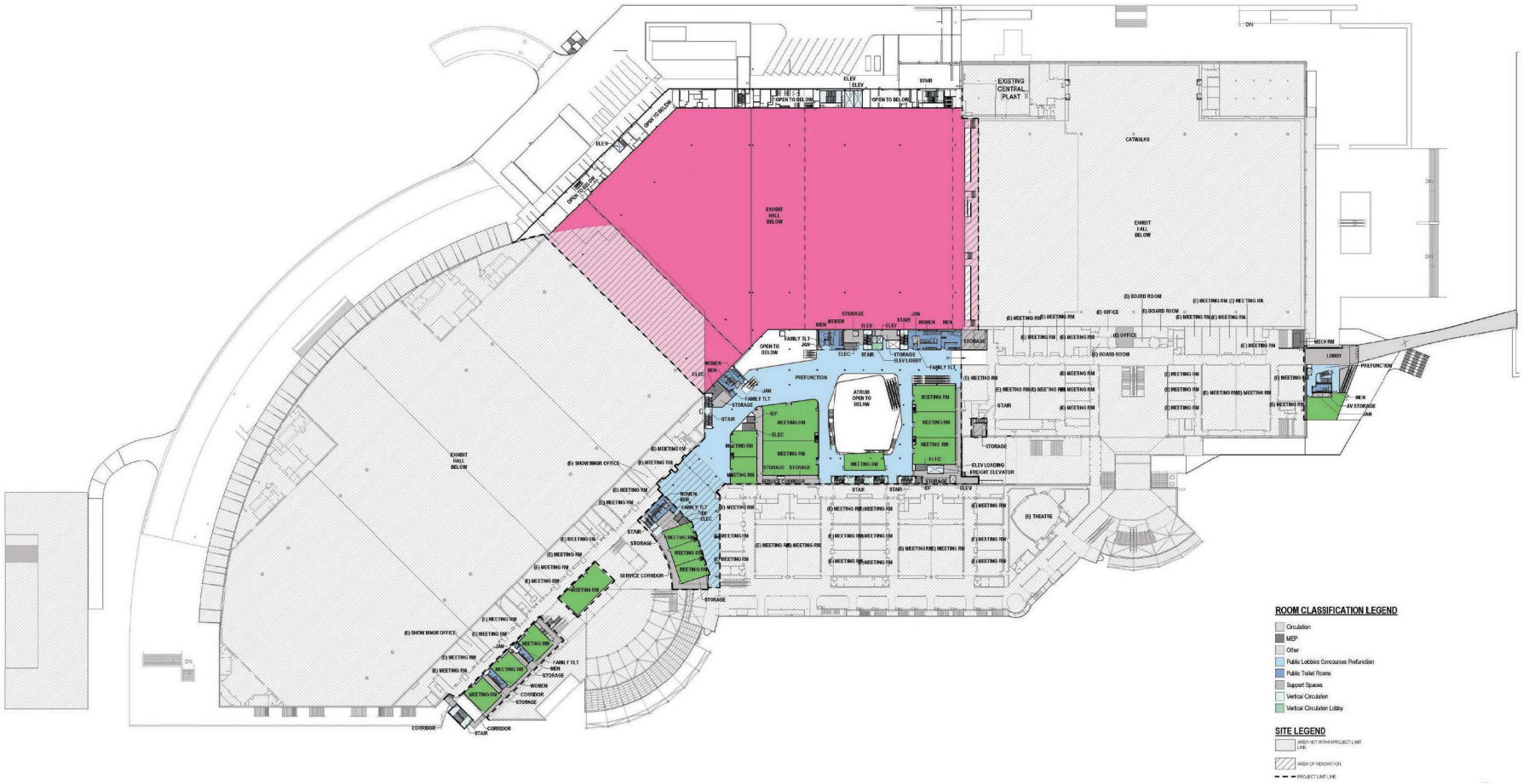


Figure 3
Conceptual Site Plan—Approved Project

Source: Populous, 2020.

Table 1
Comparison of Existing Conditions, Original Project, Approved Project, and Modified Project Floor Area
(square feet)[a]

Use	Existing	Original Project	Approved Project	Modified Project
Convention Center	1,538,671	1,576,470	2,238,671	2,238,944
Event Center	0	1,750,000	0	0
Crypto.com	811,108	811,108	811,108	811,108
Total	**2,349,779**	**4,137,578**	**3,049,779**	**3,050,052**

[a] *Floor area as defined by Section 12.03 of the LAMC, except that under the Specific Plan, outdoor areas, including, without limitation, pedestrian bridges, above grade balconies and terraces, and eating areas on all floors, shall not count as floor area.*

Source: Eyestone Environmental, August 2025.

The expansion under the Approved Project would also include approximately 60,000 square feet of additional meeting room space. In addition, an approximately 98,500-square foot multi-purpose room would be constructed at the top level of the New Hall expansion, which would have an extensive air wall system allowing subdivision of the space into smaller conference and meeting rooms. The multi-purpose hall could also function as a large banquet or ballroom space and would include up to approximately 10,000 square feet of outdoor terrace event space. The kitchen for the expansion would be located on the west side of this level. The expansion would also include up to approximately 338,000 square feet of additional floor area that would include pre-function/lobby space, support space, and food service space.

The lobby for the New Hall would be located within the Pico Passage and on the north side of Pico Boulevard and would provide for vehicle drop-off areas on both the north and south sides of Pico Boulevard. In addition to the lobby on the north side of Pico Boulevard, there would be a new lobby at the north end of the Convention Center at Chick Hearn Court to permit enhanced access from the large stock of existing and proposed hotel rooms to the north of the building, as well as from the L.A. LIVE and Crypto.com Arena complex. This lobby area would also include a covered pedestrian bridge connection over Chick Hearn Court to the proposed JW Marriott Expansion Hotel Tower.

Overall, the New Hall would substantially conform to what was previously proposed under the Approved Project with modifications to the building height and footprint. Under the Approved Project, the building height would vary from a minimum of 92 feet to a maximum of 150 feet, which would not exceed the height of the existing 165-foot South Hall Lobby Tower. The height of the New Hall under the Original Project was 90 feet.

Under the Approved Project, the Event Center component of the Original Project comprising 1,750,000 square feet of floor area would no longer be constructed. As such, the West Hall, which was previously proposed to be demolished under the Approved Project in order to construct the Event Center, would be retained under the Modified Project.

As with the Original Project, under the Approved Project, Gilbert Lindsay Plaza, which fronts on Figueroa Street between Pico Boulevard and 12th Street, would be redesigned to function as a major public open space within the Project Site.

Under the Approved Project, Pico Passage would increase from approximately 210 feet currently covered by the Concourse Building, to approximately 996 feet under the Approved Project (which would be approximately 25 feet shorter than the "Pico Passage" that was proposed under the Original Project). Pico Passage would include a series of "experience zones" which would include lighting enhancements and other visual design elements to enhance the pedestrian and public experience.

The outdoor spaces along either side of Pico Boulevard and within Pico Passage would be reconfigured to serve the Convention Center facilities, as well as for pedestrian movement along Pico Boulevard. The building faces along Pico Passage would be designed to enhance pedestrian circulation; improve pedestrian and vehicle separation; provide large and safe drop-off and passenger loading areas on both sides of Pico Boulevard for buses/motor coaches and at times for drop-off/pick-up, taxis, and limousines; and incorporate improved lighting and wayfinding and clear entrances to the Convention Center lobbies.

Physical improvements to pedestrian access under the Approved Project include landscaping and streetscape improvements (e.g., new sidewalks and street trees) along portions of the perimeter of the Modified Project site, pedestrian-scale lighting, and a midblock street crossing associated with Pico Passage to create a safe crossing during non-event hours. In addition, the potential pedestrian bridge across Chick Hearn Court, would connect the proposed new JW Marriott Hotel tower to the Convention Center and would further improve pedestrian access and safety.

As discussed above, two new parking garages were approved under Original Project. The Approved Project maintained the approvals for both new parking garages in the Specific Plan but only proposed to construct the Bond Street Garage west of L.A. Live Way. The existing South Hall Garage and Venice Garage would remain under the Approved Project, and the existing West Hall Garage would remain and continue to be utilized by L.A. LIVE and Crypto.com Arena.

Under the Approved Project, the New Hall would pursue LEED Gold certification through a comprehensive program of sustainability measures, which may include: energy conservation programs; recycling programs during both construction and operations; water conservation measures; the use of waterless urinals; and the provision of energy efficient lighting and electric car charging stations within the Bond Street Garage.

The Approved Project would also include modifications to the Sign District to reflect the removal of a substantial volume of signage previously proposed for the Event Center and to better tailor the program to a project focused exclusively on expansion and enhancement of the Convention Center. The amended Sign District (Ordinance 188,078) imposed standards for a variety of signage types, including identification signage, off-site advertising, static signage and animated digital displays. The majority of signage would be focused on the building façades along the perimeter of the Project Site. Other locations that emphasize the placement of signage are along Chick Hearn Court and L.A. Live Way, although these roadways have limited visibility from outside of the Project Site since they do not function as major thoroughfares in the Project area. As a critical gateway connecting the Pico–Union neighborhood to downtown, the Pico Passage would be restricted to artwork or on-site messaging such as Convention Center and building naming identification, static wall signs, temporary signage, wayfinding, art murals, and architectural lighting. Temporary signage may include banners, or the use of digital elements that normally default to graphic/digital art when not programmed for a Convention Center event. Smaller-scale directional, pedestrian and vehicular signage would be placed throughout the entire site, as necessary, to facilitate access and safety. Signage would include both on-site identification for the Convention Center and Convention Center events as well as off-site advertising or commercial messaging. The types and extent of permitted signage would emphasize the event and entertainment-oriented aspect of the Project Site. In general, signage typologies would include large-scale temporary event signs or commercial messaging, animated and changeable message digital displays, static wall signs, aerial view signs, projected images, architectural lighting, ground-mounted signage, and wayfinding signs.

Construction of the Approved Project would occur for an approximately 24-month to 30-month period. Mass grading work would be limited to the top two feet of the areas of the Project Site to be developed, with the maximum depth of required excavations anticipated to be approximately 11.5 feet below the ground surface (versus approximately 50 feet under the Original Project). Approximately 155,000 cubic feet of export was anticipated to be required under the Modified Project, which is less than the 866,900 cubic yards anticipated for the Original Project.

Refer to the First Addendum for a more detailed description of the Approved Project.

7. Additional Modifications to Project (Modified Project)

As discussed in more detail below, the City is seeking additional modifications to the Approved Project that primarily reduce the scope of the Approved Project to be constructed at this time. Revisions under the Modified Project include minor revisions to the scope of floor area to be developed (primarily a decrease in the square footage of meeting rooms and an increase in floor area dedicated to pre-function/lobby/circulation, support, catering, and restrooms). In addition, the Pico Boulevard traffic lanes within Pico Passage have been reconfigured for the inclusion of a new on-street bike lane, so as to be coordinated with LADOT and Metro-led transportation improvement projects, and traffic mitigation has been updated. Certain components of the project, such as the new West Hall lobby and elevated pedestrian bridge at Chick Hearn Court, improvements to Gilbert Lindsay Plaza, and the Bond Street Parking Garage and elevated vehicle bridge, are not proposed to be constructed at this time and instead may occur at a future date. A portion of the Bond Street surface parking lot will instead be developed with a LADWP Network Station. Modifications to sign sizes and locations within the Sign District are also proposed. In conjunction with these changes, the construction scheduling has been updated.

As shown in Table 1 on page 11 and in Table 2 on page 15, the proposed modifications to the Approved Project would result in a minimal increase of 273 square feet of floor area when compared with the Approved Project and a 1,087,526 square-foot decrease in floor area when compared to the Original Project. As shown in Table 2, New Exhibit Hall and Meeting Room spaces within the South Hall would be reduced, and pre-function/lobby/support spaces would increase under the Modified Project. Figure 4 on page 16 provides a Conceptual Plan for implementation of the Modified Project. Under the Modified Project, the height and massing of the New Hall would be similar to that of the Approved Project with a maximum building height of 160 feet.

As mentioned above, the Modified Project also includes modifications to a portion of Pico Boulevard at Pico Passage in order to coordinate the improvements with separate bike lane projects led by the LADOT and Metro approaching the Project Site from both the west and the east. Specifically, there is a project led by LADOT to reduce vehicle lanes from two-traffic lanes each way to one-lane each way with a protected bike lane on Pico Boulevard from Crenshaw Boulevard to Figueroa Street, west of the Project Site. Additionally, there is a Metro-led project that will reduce vehicle lanes from two-lanes each way to one-lane each way and install bus islands on Pico Boulevard from Figueroa Street to Grand Avenue east of the Project Site. As shown in Figure 5 on page 17, under the revised plan, the Modified Project would restripe/restore the Pico Boulevard vehicle lanes to allocate as much shoulder widths as possible from LA Live Way to Figueroa Street in order to allow for the installation of a future bikeway, should the City- and Metro-led bicycle lane projects proceed, without having to restripe the entire width of Pico Boulevard from LA Live Way and Figueroa Street. These plans have narrowed all of the vehicle lanes to

Table 2
Additional Modifications to Approved Project Floor Area (Modified Project)

Category	Approved Project (Sq. Ft.)	Modified Project (Sq. Ft.)	Difference (Sq. Ft.)
New Exhibit Hall	193,500	192,392	(1,108)
Multi-Purpose-Space (MPS)	98,500	98,525	25
Meeting Rooms	60,000	38,918	(21,082)
Outdoor Terrace	10,000	10,147	147
Pre-function/lobby/circulation, support, catering & WCs	338,000	360,291	22,291
TOTAL	**700,000**	**700,273**	**273**

Source: Eyestone Environmental, August 2025.

10 feet in both directions and allocated the residual widths of both directions of Pico Boulevard to receive the future bike facilities as generously as possible within the constraints of the existing roadway. LADOT has reviewed and approved these modifications to Pico Passage.

As part of the Modified Project, certain components of the project, such as the West Hall lobby and elevated pedestrian bridge along Chick Hearn Court, improvements to Gilbert Lindsay Plaza, and the Bond Street Parking Garage and elevated vehicle bridge to the Cherry Street Garage, are not proposed to be constructed at this time and instead may occur at a future date.

A portion of the Bond Street surface parking lot will instead be developed with a LADWP Network Station, which would house switches related to the required electrical capacity upgrades needed to serve the expansion of the Convention Center. The Network Station would be comprised of a building developed at-grade and would include an indoor control room, steel racks, switches, and a bathroom. Electrical upgrades to both above-ground and in-ground conduits within the area and connecting to the Network Station would be necessary in order to transport the additional capacity to the site. The Network Station itself would not generate additional electricity and would not produce any new emissions. It is anticipated that these conduit upgrades and new facility would provide up an additional 35-40 mWh capacity.

The Modified Project also includes changes to the Sign District. On an overall basis, the amended Sign District would impose the following general standards: (1) individual signs could vary up to 24,150 square feet in size, depending on the sign area and sign zone; (2) heights could vary up to 160 feet above grade; and (3) operating hours for certain

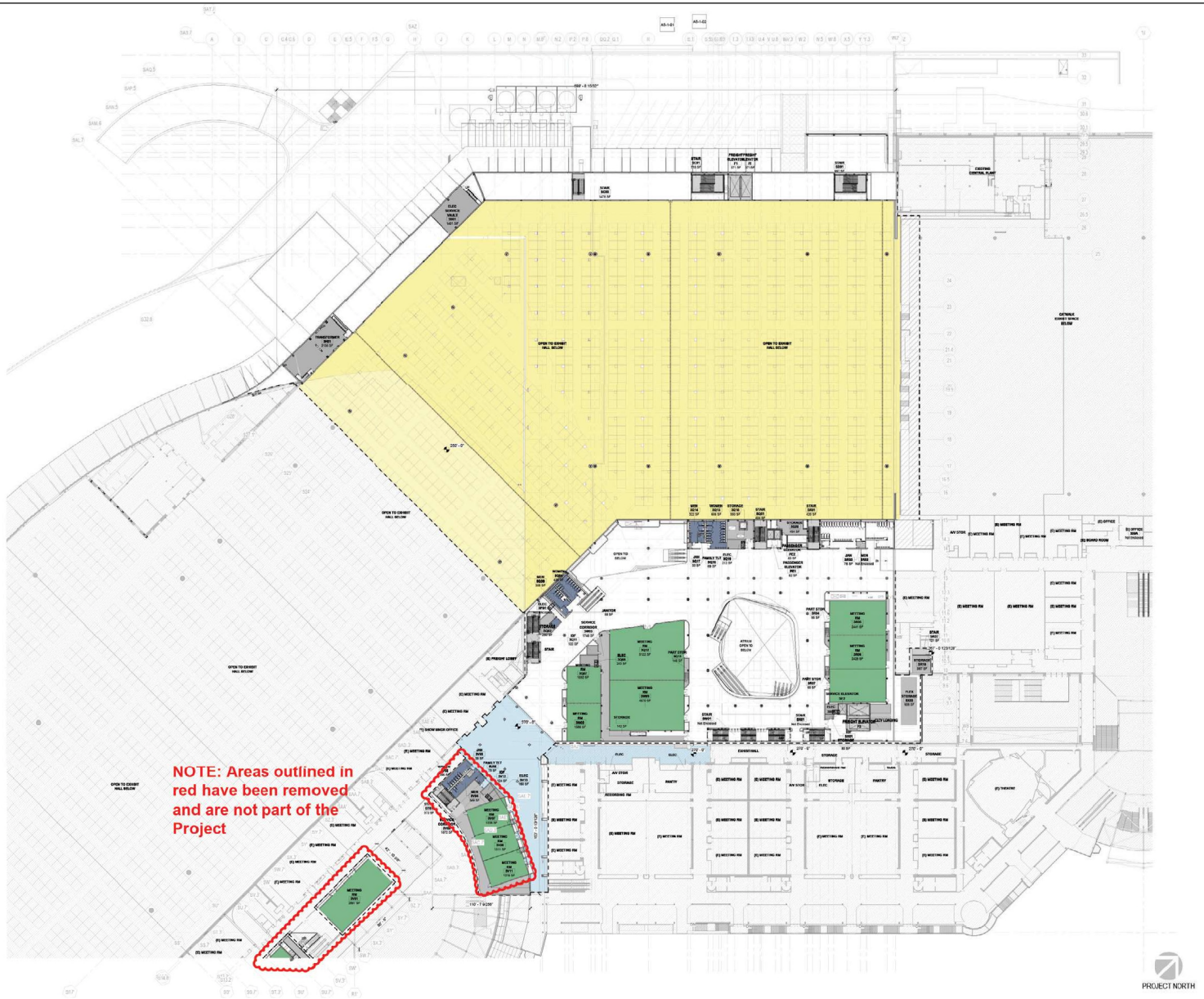


Figure 4
Conceptual Plan—Modified Project

Source: Populous, 2025.

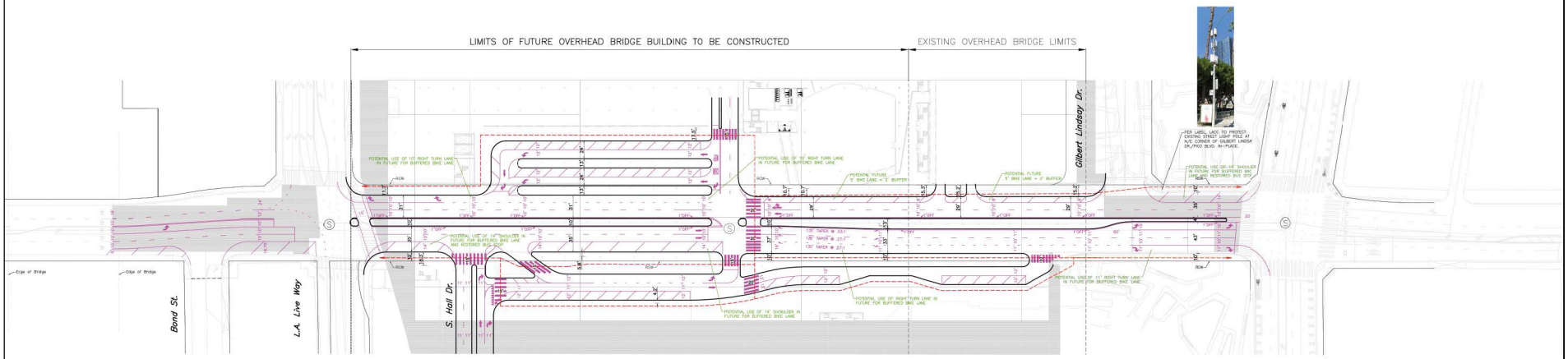


Figure 5
Revised Plan for Pico Passage

Source: FPL and Associates, Inc., 2025.

signs would be from 6:00 A.M. to 2:00 A.M., although some locations would have no restrictions on operating hours. Under the amended Sign District the maximum amount of permanent exterior signage permitted (excluding wayfinding signage) would equal 187,412 square feet of signage, and would include 99,400 square feet of digital signage (51,450 square feet outside of the Freeway Zone and 47,950 square feet in the Freeway Zone), 11,352 square feet of static wall signage for the Convention Center and Crypto.com Arena (such as supergraphic signs and Pico Passage wall signs), 51,723 square feet of roof identity signage, 6,955 square feet of existing and proposed identity signage associated with the Los Angeles Convention Center, and 17,982 square feet of existing and proposed Crypto.com Arena identity signage. In addition, the maximum amount of temporary signage would not be limited.

Digital display signage that has been modified in size from the sizes that were originally analyzed in the First Addendum, and which have the potential to impact nearby sensitive uses, have been analyzed in the Sign Lighting Study included in Appendix A and summarized below. Specific modifications to the signs include increasing the size of the Pico Canopy sign along Pico Hall from 5,130 square feet to 19,000 square feet, replacing multiple signs along the Green Wall (freeway-facing side of South Hall) comprising 19,584 square feet with 24,150 square-feet, reducing the sign along the South Hall Tower from 12,960 square feet to 10,440 square feet, increasing the size of the Pico Overpass sign on the Concourse Hall from 3,000 square feet to 3,838 square feet, increasing the Concourse wall sign along the Concourse Hall from 5,300 square feet to 9,652 square feet, and reducing the West Hall Tower sign from 9,280 square feet to 7,482 square feet.

The Modified Project would include the same landscape, streetscape and circulation improvements as the Approved Project (with the exception of modified improvements to Pico Boulevard and the future improvements Gilbert Lindsay Plaza). In addition, like the Approved Project, the Modified Project would continue to pursue LEED Gold certification.

While the Approved Project was proposed to have continuous construction, construction of the Modified Project would be paused for the 2028 Olympics. Based on the most recent construction schedule, construction activities would commence in February 2026 for a 27-month duration, pause for 4 months starting in May 2028, and restart for a 5-month duration in October 2028, with completion in February 2029. To provide for proposed construction activities, including Pico Passage, Pico Boulevard would be closed between January 2026 and reopen 18 months later in August 2027.

Construction activities, including types of equipment, depths of excavation and haul route under the Modified Project would be similar to those of the Approved Project. However, as the new West Hall lobby and pedestrian bridge, improvements to Gilbert Lindsay Plaza, and replacement of the existing Bond Street surface parking lot with a new

garage are not currently proposed, the footprint of construction activities would be reduced as would the amount of overall demolition, grading and export. In addition, with the pause in construction activities, the City proposes to add another construction shift during weekdays to create a more efficient schedule. With this additional shift, construction activities during the weekday may occur between the hours of 7:00 A.M. and 1:00 A.M. However, it is expected that only certain activities occur during the late night hours. Construction activities on Saturdays would generally occur from 8:00 A.M. to 6:00 P.M.

8. Previous Environmental Documents Incorporated by Reference

Consistent with Section 15150 of the CEQA Guidelines, the following documents were used in preparation of this Addendum and are incorporated herein by reference:

- City of Los Angeles, Convention and Event Center EIR, State Clearinghouse (SCH) No. 2011031049, Case No. ENV-2011-585-EIR, 2012.
- City of Los Angeles, Convention and Event Center Specific Plan, 2012.
- First Addendum to the Convention and Event Center EIR, December 2021
- City of Los Angeles, Convention Center and Arena Specific Plan, 2023.

Pursuant to CEQA Guidelines Section 15150(b), the above documents are available for review at the following location, by appointment only, during the hours of 9 A.M. and 4 P.M. at Department of City Planning, 221 N. Figueroa Street, Suite 1350, Los Angeles, California 90012

9. Comparative Analysis of Modified Project Impacts

As described above, the Modified Project would result in an overall reduction in the construction areas and improvements within the Project Site. In addition, the proposed uses and hours of operation under the Modified Project would remain consistent with the Approved Project. As such, as summarized below, the Modified Project and any new information presented, would not result in any new significant impacts or substantially more severe impacts, and does not involve any new circumstances involving new impacts or substantially more severe impacts for the following environmental topics when compared with the Certified EIR:

Aesthetics

Pursuant to Public Resources Code Section 21099, which was codified after completion of the Certified EIR, the Modified Project would be considered an employment center project because it is located on property zoned to permit commercial uses with a

maximum FAR greater than 0.75. In addition, the Modified Project Site is an infill site that is less than 0.5 mile from Metro's Pico Station at Flower Street north of Pico Boulevard, served by the A Line and E Line . Therefore, the Modified Project Site is located in a transit priority area as defined in Public Resources Code Section 21099. The City's Zone Information and Map Access System (ZIMAS) also confirms the Modified Project Site's location within a transit priority area, as defined in the City's ZI File No. 2452. Thus, any aesthetic impacts that might be identified for the Modified Project would not be considered significant impacts on the environment pursuant to Public Resources Code Section 21099. Nonetheless, for informational purposes only, a comparative analysis of the Modified Project's potential impacts regarding aesthetics is included below. In addition, the Modified Project would continue to implement the same mitigation measures and project design features related to aesthetics set forth in the First Addendum.

With regard to scenic vistas, similar to the Approved Project evaluated in the First Addendum, the Modified Project would result in a substantial reduction in development compared with the Original Project as the West Hall would be retained, and the Event Center would not be constructed. In addition, the West Hall lobby bridge, improvements to Gilbert Lindsay Plaza, and the Bond Street parking garage and elevated bridge are not proposed to be constructed at this time under the Modified Project. Furthermore, the location, height, and massing of the New Hall under the Modified Project would be similar to that of the Approved Project. As such, the obstruction of views of scenic resources from public vantage points along the surface streets south of the Project Site and the Harbor Freeway would be reduced under the Modified Project.

With regard to scenic resources within a scenic highway, as discussed in the First Addendum, the City's Mobility Plan 2035, which was adopted after the Certified EIR, does not recognize the Harbor Freeway as a designated State scenic highway. As such, there are no designated scenic highways in the vicinity of the Project Site . Therefore, as with the Approved Project, the Modified Project would not affect scenic resources within a State scenic highway.

With regard to the potential for the Modified Project to conflict applicable zoning and other regulations governing scenic quality, similar to the Approved Project, the Modified Project would comply with relevant scenic quality requirements of the amended Specific Plan, including those pertaining to height, landscaping, and pedestrian linkages. In addition, the Modified Project would be consistent with goals set forth by the General Plan Framework for high-quality development design. The Modified Project would also be consistent with the Citywide Design Guidelines, as it would support the underlying goals of creating pedestrian-friendly streets, and improved building design.

With regard to light and glare during construction, as with the Original Project and Approved Project, the Modified Project may request an extended hours permit to allow

construction activities to occur during nighttime hours. However, with the reduction in building components (e.g., the West Hall Lobby and bridge, improvements to Gilbert Lindsay Plaza and the Bond Street Garage), nighttime construction lighting would be reduced when compared with the Certified EIR and First Addendum.

With regards to operational light and glare, like the Approved Project, the Modified Project would include signage lighting, building façade lighting, pedestrian lighting, street lights, security lighting, parking structure lighting, and light from the interior of the proposed buildings, which would result in sources of light and glare. In addition, the design of the New Hall under the Modified Project would be similar to that of the Approved Project. However, the West Hall Lobby and Bond Street parking garage would not be constructed under the Modified Project, resulting in a reduction in operational lighting.

With regard to signage lighting, as discussed above, the Modified Project includes changes to the approved Sign District that include an overall increase in the amount of signage and an increase in digital signage. The amended Sign District would impose the following general standards: (1) individual signs could vary up to 24,150 square feet in size, depending on the sign area and sign zone; (2) heights could vary up to 160 feet above grade; and (3) operating hours for certain signs would be from 6:00 A.M. to 2:00 A.M., although some locations would have no restrictions on operating hours. Under the amended Sign District, the maximum amount of permanent exterior signage permitted (excluding wayfinding signage) would equal 187,412 square feet of signage and would include 99,400 square feet of digital signage. An analysis of potential impacts associated with the potential for signage lighting to affect nearby residential uses was prepared by Francis Krahe and Associates (Signage Lighting Study) and is included in Appendix A of this Second Addendum. As discussed in detail therein, three sign faces were evaluated including signs DD.26 and DD.27 located at the east facade of the Los Angeles Convention Center facing Gilbert Lindsay Plaza to the east, and sign DD.28 located on the northeast elevation of the Los Angeles Convention Center South Hall facing toward Pico Boulevard to the north and Figueroa Street to the east. There are existing residentially zoned properties to the east of the these signs including the City Light 1300 South Figueroa Street and at 1400 South Figueroa Street. In addition, there is a commercial use north of the intersection of Pico Blvd and Figueroa at 1260 South Figueroa Street, which is also located directly across the Los Angeles Convention Center at the Moxy Downtown Los Angeles Hotel. Additionally, there is residential use further north on at intersection of Figueroa and West 12th Street, which is located across from Gilbert Lindsay Plaza. To evaluate potential impacts at these off-site uses, various configurations of sign sizes and sign brightness were evaluated. The analysis demonstrates that illuminance from proposed signage and the identified candela limits will comply with LAMC requirements and regulations limiting sign size and location as well as specific brightness standards set forth in the Sign District.

With regard to shading, the massing of the Modified Project would be within the foot print of the Approved Project. As such, shading under the Modified Project would be within the envelope of that for the Approved Project.

Air Quality

Potential to Conflict with Applicable Air Quality Plan

Modified Project impacts associated with consistency with applicable air quality plans would be less than significant. As detailed below, construction and operation of the Modified Project would not generate emissions beyond those set forth in the Certified EIR. In addition, the Modified Project would incorporate or implement similar land uses, LEED-certification, project design features, regulatory requirements, and applicable mitigation measures identified in the First Addendum, which collectively would reduce air quality emissions. As such, the Modified Project also would be consistent with applicable SCAQMD and SCAG air quality plans policies, and impacts would be less than significant. Therefore, the Modified Project would not create any new significant impacts related to consistency with air quality plans nor result in a substantial increase in a previously identified significant impact. Such impacts would be within the envelope of impacts set forth in the Certified EIR.

Potential Impacts Associated with Criteria Pollutants

As shown above in Table 1 on page 11, the Modified Project would result in over one million less square feet of floor area than the Original Project and just 273 square feet of additional floor area when compared with the Approved Project. Furthermore, the reduced scope of the Modified Project (e.g., the West Hall lobby and bridge, improvements to Gilbert Lindsay Plaza, and replacement of the existing Bond Street surface parking lot are not proposed to be constructed) would eliminate some of the overlap of construction phases that resulted in peak daily emissions under the Original and Approved Projects.

The Modified Project could result in the addition of a swing shift for certain construction activities in an effort to consolidate construction activities and the construction timeframe. Swing shift hours may be required even though in practice, only certain activities would occur during the swing shift. The construction analysis conservatively includes a second 8-hour shift (essentially doubles the hours of equipment use, employee trips, and vendor trips) for the peak day of construction activities and emissions analyzed in the Addendum to the Certified EIR. Pollutant emissions were calculated using the SCAQMD recommended CalEEMod 2022.1 model using a modeled year of 2025 in which pollutant emissions would be anticipated to be less under the Modified Project due to construction equipment and vehicles (e.g., haul and delivery trucks) that would emit less pollution in years analyzed for the Original and Approved Project years due to more stringent emissions control regulations.

As shown in Table 3 on page 24, the Modified Project would result in the following: (1) maximum daily regional construction emissions of VOC, CO, PM_{10}, $PM_{2.5}$, and SO_X, that are less than significant; and (2) maximum daily regional construction emissions of NO_X that are less than significant after mitigation. Specifically, with implementation of the proposed project design features and mitigation measures provided in the First Addendum that would remain applicable to the Modified Project, regional construction emissions from the Modified Project would be reduced to a less than significant level. As shown in Table 3, the Modified Project would eliminate the temporary significant and unavoidable air quality impacts for maximum daily regional VOC, CO and NO_x emissions that would occur under the Original Project. Accordingly, construction of the Modified Project would not create any new significant air quality impacts, nor would it result in a substantial increase in a previously identified significant impact. Such impacts would be within the envelope of impacts set forth in the Certified EIR. While regional construction emissions under the Modified Project would increase for VOC, NO_X, and CO in comparison to the Approved Project, impacts would remain below SCAQMD significance thresholds.

Similar to the Original Project and Approved Project, operational regional air pollutant emissions associated with the Modified Project would be generated by vehicle trips to and from the Project Site, the on-site consumption of electricity and natural gas, and area sources (e.g., on-site landscape equipment). As shown above in Table 1 on page 11, the Modified Project would result more than one million less square feet of floor area than the Original Project and just 273 square feet additional of floor area when compared with the Approved Project. In addition, the West Lobby, Bond Street garage and associated bridges would not be constructed under the Modified Project. This reduction in overall building area would result in a similar reduction in on-site electricity and natural gas usage. In addition, the similar amount of floor area under the Modified Project would result in a similar amount of vehicle trips when compared with the Approved Project.

The Modified Project would continue to implement the same mitigation measures provided in the First Addendum. Like the Approved Project, maximum daily regional operational emissions of NO_X from the Modified Project would exceed the SCAQMD daily threshold and impacts would remain significant and unavoidable. All operational-related air quality impacts under the Modified Project would be less than those under the Original Project and Approved Project. Based on the above, Modified Project operations would not create any new significant air quality impacts associated with criteria pollutants, nor would it result in a substantial increase in a previously identified significant impact. Such impacts would be within the envelope of impacts set forth in the Certified EIR.

Potential Impacts Associated with Pollutant Concentrations

As shown in Table 4 on page 25, construction of the Modified Project would result in the following: (1) maximum daily localized construction emissions of CO, PM_{10} and $PM_{2.5}$

Table 3
Maximum Daily Regional Construction Emissions of Modified Project[a]
(pounds per day)

Pollutant Emissions	VOC	NO_X	CO	SO_X	PM_{10}[b]	$PM_{2.5}$[b]
Unmitigated Regional Emissions						
Maximum Regional Daily Emissions[b]	84	148	282	<1	10	3
SCAQMD Daily Significance Thresholds	75	100	550	150	150	55
Over/(Under)	9	48	(268)	(149)	(140)	(52)
Exceed Threshold?	**Yes**	**Yes**	**No**	**No**	**No**	**No**
Mitigated Regional Emissions						
Maximum Regional Daily Emissions	73	85	302	<1	6	3
SCAQMD Daily Significance Thresholds	75	100	550	150	150	55
Over/(Under)	(2)	(15)	(248)	(149)	(144)	(52)
Exceed Threshold?	**No**	**No**	**No**	**No**	**No**	**No**
Comparison of Modified Project to Original and Approved Project Mitigated Regional Construction Emissions						
Original Project[c]	77	406	881	<1	77	27
Increase/(Decrease) Modified Project Compared with Original Project	(4)	(321)	(579)	(<1)	(71)	(24)
Approved Project[d]	41	71	235	<1	15	7
Increase/(Decrease) Modified Project compared with Approved Project	32	14	67	(<1)	(9)	(4)

[a] *Emission quantities are rounded to "whole number" values. As such, the "total" values presented herein may be one unit more or less than actual values. Exact values (i.e., non-rounded) are provided in the calculation worksheets that are presented in Appendix B of this EIR Addendum.*

[b] *Peak daily construction activity was identified based on a review of maximum daily construction impacts identified in Appendix B-1 of the Addendum to the Certified EIR.*

[c] *Table IV.F.1-15 of the Certified EIR.*

[d] *Table 5 of the First Addendum to the Certified EIR.*

Source: Eyestone Environmental, 2025.

at off-site sensitive receptors that are less than significant; and (2) maximum daily localized construction emissions of NO_X that are less than significant after implementation of the proposed project design features and mitigation measures provided in the First Addendum. As shown in Table 4 on page 25, the Modified Project would eliminate the maximum daily localized NO_X emissions that would occur under the Original Project similar to the Approved Project. Accordingly, construction of the Modified Project would not create any new significant air quality impacts, nor would it result in a substantial increase in a previously identified significant impact. Such impacts would be within the envelope of impacts set forth in the Certified EIR. While regional construction emissions under the

Table 4
Maximum Daily Localized Construction Emissions of Modified Project[a]
(pounds per day)

Localized Emissions	NO_X	CO	PM_{10}[b]	$PM_{2.5}$[b]
Unmitigated Localized Emissions				
Maximum On-Site Emissions[b]	142	267	6	6
SCAQMD Localized Significance Thresholds[c]	108	2,651	53	15
Over/(Under)	75	(2,469)	(25)	2
Exceed Threshold?	**Yes**	**No**	**No**	**No**
Mitigated Localized Emissions				
Maximum On-Site Emissions	79	287	2	2
SCAQMD Localized Significance Thresholds[c]	108	2,651	53	15
Over/(Under)	(29)	(2,364)	(51)	(13)
Exceed Threshold?	**No**	**No**	**No**	**No**
Comparison of Modified Project to Approved Project Mitigated Localized Construction Emissions				
Original Project[d]	179	246	42	14
Increase/(Decrease) Modified Project compared with Original Project	(100)	41	(40)	(12)
Approved Project[e]	54	194	9	5
Increase/(Decrease) Modified Project compared with Approved Project	(25)	93	(7)	(3)

[a] *Calculation worksheets that are presented in Appendix B of this EIR Addendum.*

[b] *Peak daily construction activity was identified based on a review of maximum daily construction impacts identified in Appendix B-1 of the Addendum to the Certified EIR.*

[c] *SCAQMD LSTs based on SRA 1, 5 acre active site area, and 76 meter (250 feet) receptor distance.*

[d] *Table IV.F.1-16 of the Certified EIR.*

[e] *Table 6 of the First Addendum.*

Source: Eyestone Environmental, 2025.

Modified Project would increase for NO_X and CO in comparison to the Approved Project, impacts would remain below SCAQMD significance thresholds.

As described above, the Modified Project would result in fewer operational emissions than the Original and Approved Projects, due to reductions in on-site consumption of electricity and natural gas, and area sources (e.g., on-site landscape equipment). All operational-related air quality impacts under the Modified Project would be less than those under the Original and Approved Projects. Modified Project operations would not create any new significant air quality impacts, nor would it result in a substantial increase in a previously identified significant impact. Such impacts would be within the envelope of impacts set forth in the Certified EIR and Addendum to the Certified EIR.

With respect to TAC emissions, similar to the Original and Approved Projects, the Modified Project would not represent a substantial source of TAC emissions, which are typically associated with large-scale industrial, manufacturing, and transportation hub facilities. Based on recommended screening level siting distances for TAC sources, as set forth in the California Air Resources Board's Land Use Guidelines, the Modified Project would not result in an impact requiring further evaluation. As such, TAC emissions during long-term operations would be less than significant, and such impacts would be within the envelope of impacts identified in the Certified EIR and First Addendum.

Potential Impacts Associated with Odors

Modified Project impacts related to odors would be less than significant. With regard to construction, similar to the Original and Approved Projects, the Modified Project would use conventional building materials typical of construction projects of similar type and size. Any odors that may be generated during construction would be localized and temporary in nature and would not be sufficient to affect a substantial number of people or result in a nuisance as defined by SCAQMD Rule 402. In addition, the proposed convention center uses are already permitted under the Original and Approved Projects and are not land uses associated with odor complaints, such as agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting facilities, refineries, landfills, dairies, and fiberglass molding. As no odor impacts would occur, the Modified Project would not create any new significant impacts related to odors, nor would it result in a substantial increase in a previously identified significant impact. Such impacts would be within the envelope of impacts set forth in the Certified EIR and Addendum to the Certified EIR.

Biological, Archaeological, Paleontological, Cultural, and Tribal Cultural Resources

The Modified Project would be developed within the footprint of construction already evaluated for the Approved Project and Original Project and would not increase excavation quantities or depths. In addition, the Modified Project would continue to implement the project design features and mitigation measures set forth in the First Addendum. Overall, with the reduction in the footprint of construction activities, potential impacts associated with biological, archaeological, paleontological, and tribal cultural resources would be reduced when compared with the Approved Project and like the Approved Project, would be less than significant with implementation of the mitigation measures set forth in the First Addendum. Such impacts would be within the envelope of impacts set forth in the Certified EIR and First Addendum.

Geology and Soils, Hazards, Hydrology and Water Quality, Land Use and Planning, Population and Housing, Public Services and Utilities

Under the Modified Project, the proposed New Hall building, floor area, uses, and building heights would be similar to that of the Approved Project. In addition, the construction footprint under the Modified Project would be reduced when compared with the Approved Project and construction activities would be similar to that of the Approved Project. Like the Approved Project, the Modified Project would also comply with regulatory requirements related to geology and soils, hazards, and public utilities. The Modified Project would also continue to implement the same project design features and mitigation measures within the First Addendum related to geology and soils, hydrology and water quality, hazards, public services and utilities. Therefore, similar to the Approved Project, potential impacts associated with geology and soils, hazards, and utilities would be less than significant with implementation of mitigation measures, and impacts associated with hydrology and water quality, land use, population and housing and public services would be less than significant. Such impacts would be within the envelope of impacts set forth in the Certified EIR and First Addendum.

Energy

As shown above in Table 1 on page 10, the Modified Project would result in over a million less square feet of floor area than the Original Project and approximately 273 less square feet of floor area when compared with the Approved Project. In addition, the reduced scope of the Modified Project (e.g., the West Hall lobby and bridge, improvements to Gilbert Lindsay Plaza, and construction of the Bond Street parking garage are not proposed to be constructed at this time) would eliminate some of the consumption of energy during construction and operation when compared with the Approved Project. While the intensity of construction activities and related energy consumption could increase on a daily basis with an additional construction worker shift, the overall energy consumption under the Modified Project would decrease based on the reduction in overall square footage of building construction. Thus, potential construction-related impacts associated with the energy demand would be within the envelope of impact of the Approved Project and Certified EIR.

Similar to the Approved Project, operational energy consumption associated with the Modified Project would be generated by vehicle trips to and from the Project Site, the on-site consumption of electricity and natural gas, and area sources (e.g., on site landscape equipment). With a similar amount of floor area, the Modified Project would result in a similar trip generation and associated fuel demand. In addition, with the elimination of the Bond Street garage, the consumption of electricity would be reduced under the Modified Project when compared with the Approved Project. The Modified Project also includes infrastructure upgrades, including conduit upgrades and a LADWP Network Station with switchgear on the Bond Street surface parking area with an additional 35-40 mWh

capacity. With this additional on-site capacity, the demand for electricity would continue to be well below that accounted for in the Certified EIR. Specifically, the electrical assumption for the Original Project was 33,542 MWh, of which approximately 60 percent was associated with the Event Center and approximately 9 percent that was associated with the two parking structures. Thus, with removal of the Event Center and parking structures under the Modified Project, electricity consumption would continue to be less than that of the Certified EIR. As such, operational-related impacts associated with the energy demand would be within the envelope of impact of the Certified EIR.

With regard to energy regulations, the energy conservation policies and plans relevant to the Modified Project include the Title 24 energy standards and the City of Los Angeles Green Building Code, City of LA Green New Deal, and SCAG's RTP/SCS. As the conservation policies are mandatory under the City's Building Code and the Project represents and infill development and is located in a TPA and HQTC as identified by SCAG's RTP/SCS, the Modified Project, as with the Original Project and Approved Project, would not conflict with applicable plans for renewable energy or energy efficiency and potential impacts would be within the envelope of the Certified EIR and First Addendum.

Greenhouse Gas Emissions

As shown above in Table 1 on page 10, the Modified Project would result in over a million less square feet of floor area than the Original Project and approximately 273 additional square feet of floor area when compared with the Approved Project. Furthermore, the reduced scope of the Modified Project (e.g., the West Hall lobby and bridge, improvements to Gilbert Lindsay Plaza, and Bond Street parking garage are not proposed to be constructed at this time) would eliminate some of the construction GHG emissions when compared with the Approved Project.

The Modified Project could result in the addition of a swing shift for certain construction activities in an effort to consolidate construction activities. Swing shift hours may be required even though in practice, while only certain activities would occur during the swing shift. Although the intensity of construction activities and related GHG emissions could increase on a daily basis, the overall GHG emissions under the Modified Project would decrease based on the reduction in overall square footage of building construction.

Similar to the Original Project and Approved Project, operational GHG emissions associated with the Modified Project would be generated by vehicle trips to and from the Project Site, the on-site consumption of electricity and natural gas, and area sources (e.g., on site landscape equipment). The floor area under the Modified Project would be slightly greater than under the Approved Project. However the Bond Street parking structure would not be developed. In addition, the Modified Project would result in a similar trip generation as the Approved Project. Thus, greenhouse gas emissions associated with new

floor area and parking areas would be reduced under the Modified Project when compared with the Approved Project. While the LADWP Network Station on the Bond Street surface parking area with an additional 35-40 mWh capacity would provide for an increase in energy consumption and associated GHG emissions, as discussed above, the energy consumption associated with this network station would continue to be well below that anticipated for the Event Center and parking garages under the Original Project.

Like the Original Project and Approved Project, the Modified Project would be designed to comply with the requirements of Title 24, including the CALGreen Code (Part 11, Title 24), and the Los Angeles Green Building Code. Furthermore, as with the Original Project and Approved Project, the Modified Project reflects a number of characteristics related to location, land use, and design that would serve to reduce vehicular trips and VMT and thus reduce associated GHG emissions. These characteristics include: (1) the introduction of a complementary mix of land uses in proximity to existing off site hotels, retail/entertainment/restaurant, office/commercial, and residential uses, and location within an HQTC and City-designated TPA, which would encourage non-automotive forms of transportation (i.e., walking, biking, and use of transit), thereby resulting in a corresponding reduction in VMT and associated transportation-related fuel consumption; (2) sidewalks and a streetscape design intended to improve accessibility and connectivity while making the area more pedestrian-friendly and enhancing walkability; and (3) location within an area with traffic calming measures (e.g., marked crosswalks, and count-down signal timers), that are known to reduce VMT by encouraging people to walk or bike instead of using a vehicle. With compliance with applicable regulations and with implementation of comparable sustainability features as the Approved Project, the Modified Project would be consistent with the GHG reduction goals and objectives included in adopted State, regional, and local regulatory plans. Therefore, the Modified Project would not have a significant impact with respect to GHG emissions. As such, the Modified Project would not create any new significant impacts related to GHG emissions nor result in a substantial increase in a previously identified significant impact. Such impacts would be within the envelope of impacts set forth in the Certified EIR and the First Addendum.

Noise

Under the Modified Project the areas to be constructed would be reduced when compared to the Approved Project as the West Hall lobby and bridge, improvements to Gilbert Lindsay Plaza, and the Bond Street parking garage and bridge would not be constructed. In addition, the construction equipment mix under the Modified Project on a peak day and haul route would be similar to that of the Approved Project. The additional shift proposed under the Modified Project was previously accounted for in the noise analysis in the First Addendum, as the noise analysis assumed that the construction activities would occur until midnight and construction noise impacts are based on hourly Leq noise levels. The Modified Project would also continue to implement the project design

features and mitigation measures related to construction noise that are set forth in the First Addendum. Overall, with the reduction in the footprint of construction activities, construction noise and vibration impacts at off-site sensitive receptors would be reduced under the Modified Project when compared with the Approved Project. Similar to the Approved Project, such impacts would be significant and unavoidable. Such impacts would be within the envelope of impacts set forth in the Certified EIR and First Addendum.

With regard to operational noise, the Modified Project would include buildings, uses, floor area and building heights that would be similar to that of the Approved Project. Thus, noise associated with mechanical equipment, loading docks, refuse collection, and vehicular traffic and outdoor areas would be similar to that of the Approved Project. As discussed in the First Addendum, without the Event Center, operational noise levels under the Approved Project would be substantially less than that for the Original Project evaluated in the Certified EIR. However, like the Approved Project, the composite noise level impacts from operation of the Modified Project would remain significant and unavoidable for some of the off-site noise sensitive receptor locations. Such impacts would be within the envelope of impacts set forth in the Certified EIR and First Addendum.

Transportation

With regard to transportation, the Modified Project would include floor area, uses, and operational activities that would be similar to that of the Approved Project. As such, traffic and VMT generated by the Modified Project would be similar to that of the Approved Project and substantially less than the Original Project. Like the Approved Project, the Modified Project would support the goals and principles set forth in SCAG's RTP/SCS through the construction of development within an urban, infill area well served by transit; the introduction of new pedestrian connections; and streetscape improvements designed to promote access and connectivity and enhance walkability. In addition, like the Approved Project, the Modified Project would provide bicycle, pedestrian, and vehicle access improvements and emergency access that would comply with LAMC requirements and would not include hazardous design features. In addition, the modifications to Pico Boulevard would provide for improved bicycle access in coordination with separate projects led by LADOT and Metro. The Modified Project would also implement the same project design features and mitigation measures related to transportation that are set forth in the First Addendum, with the exception of the removal of Mitigation Measure B.1-21. LADOT has determined that Mitigation Measure B.1-21 is no longer required for the project. The Mitigation Measure would have required the installation of 3-inch conduit from the DOT communication cabinet at Figueroa Street and Venice Boulevard to the DOT controller cabinet at 9th Street and Figueroa Street in order to reduce Level of Service (LOS) delays experienced by motorists. LADOT memo dated August 21, 2025, Appendix C of this Second Addendum, describes several recent improvements to pedestrian, bicycle, and transit facilities in the project area which would help to minimize the adverse effects of the

expansion of the Convention Center on transportation. It also notes that the Mitigation Measures is no longer necessary under CEQA because of the improvements in the area since the traffic analysis was conducted, as well as the transition from LOS to Vehicle Miles Traveled (VMT) as a measure of a project's impact.

Thus, the Modified Project would not result in new or increased impacts relative to transportation when compared with the Approved Project.

Cumulative Impacts

While the specific geographic context for the cumulative impact analysis of each of the issues addressed above may vary, many types of impacts, particularly those related to construction, are typically localized and thus largely limited to the immediate vicinity. In each of the analyses provided above, impacts associated with the Modified Project would be within the envelope of impacts evaluated in the Certified EIR, and as such, the Modified Project's contribution to potential cumulative impacts would lower than or remain unchanged from those previously evaluated. Accordingly, the Modified Project would not result in any new significant cumulative impacts, nor would it substantially increase the severity of any significant cumulative impacts previously identified in the Certified EIR.

Addendum Conclusion

As demonstrated by the discussion above, impacts associated with the Modified Project would be similar to or less than the impacts addressed in the Certified EIR. No substantial changes would occur with respect to the circumstances under which the Modified Project is undertaken that will require major revisions of the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In addition, no new information of substantial importance has become available relative to any of the environmental topic categories that would result in in new or more severe significant environmental impacts. Furthermore, the applicable mitigation measures included as part of the First Addendum would continue to be implemented under the Modified Project, except for one transportation mitigation measure that was determined to no longer be necessary. As all of the impacts of the Modified Project would be within the envelope of impacts analyzed in the Certified EIR, none of the conditions described in PRC Section 21166 and CEQA Guidelines Sections 15162 and 15163 requiring a Supplemental or Subsequent EIR would occur. Additionally, there are no known mitigation measures or Project alternatives that were previously considered infeasible but are now considered feasible that would substantially reduce one or more significant effects on the environment identified in the Certified EIR. Therefore, the Modified Project would not create any potential adverse impacts beyond those evaluated in the Certified EIR. As such, the preparation of this Second Addendum for the Modified

Project is appropriate and fully complies with the requirements of PRC Section 21166 and CEQA Guidelines Sections 15162, 15163, and 15164.

Appendices

Appendix A

Sign Lighting Study

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MEMO

Date:	July 10, 2025
Project:	LACC Figueroa Street Signs
Subject:	Lighting Study Analysis
To:	Allan Kawaguchi, **City of Los Angeles, Bureau of Engineering,** **Department of Public Works** 1149 S. Broadway, Suite 820, Los Angeles, CA 90015 allan.kawaguchi@lacity.org
From:	Francis Krahe fjkrahe@fkaild.com
cc:	Nilgoon Fatehi nfatehi@fkaild.com

Francis Krahe & Associates Inc is pleased to provide the following information regarding the proposed illuminated signs (Sign) within the Los Angeles Convention Center property, located at Figueroa Boulevard, adjacent to the intersection of Figueroa Boulevard and Pico Boulevard, adjacent to Gilbert Lindsay Plaza in Los Angeles, California.

A. Background

Francis Krahe & Associates reviewed the proposed Sign and analyzed the Sign lighting illuminance to evaluate the potential for light trespass impact from the Sign at adjacent residential zoned properties to confirm compliance with the requirements of the Los Angeles Municipal Code (LAMC). The LAMC includes the following pertaining to illumination:

> Chapter 1, Article 4.4, Sec. 14.4.4 E: "Sign Illumination Limitations. No sign shall be arranged and illuminated in a manner that will produce a light intensity of greater than three-foot candles above ambient lighting, as measured at the property line of the nearest residentially zoned property."

The Sign includes three sign faces: DD26 and DD27 located at the east facade of the Los Angeles Convention Center facing Gilbert Lindsay Plaza to the east; and DD.28 located on the northeast elevation of the Los Angeles Convention Center South Hall facing toward Pico Blvd. to the north and Figueroa Blvd to the east. These sign faces are within Sign District Ordinance No. 188078, Figueroa Corridor Zone as per Map 2, page 7 within the Sign District Ordinance. Sign District Ordinance Section H, 1. Brightness, stipulates Signs are limited to a maximum 600 candelas per square meter (cd/m^2) at night for all Signs within the Figueroa Corridor Sign and Arena Sign Zone.

There are existing residentially zoned properties to the east of the Sign at the City Light 1300 South Figueroa Street, and at 1400 South Figueroa Street. In addition, there is a commercial use north of the intersection of Pico Blvd and Figueroa at 1260 South Figueroa Street which is located directly across the Los Angeles Convention Center at the Moxy

Downtown Los Angeles Hotel, which includes outdoor illuminated signs regulated by the Figueroa and Pico Sign District Ordinance No. 185666. The maximum permitted luminance per the Figueroa and Pico Sign District Ordinance No. 185666 is 300 cd/m^2 for south facing signs along Pico Boulevard and 500 cd/m^2 for west facing signs along Figueroa Street. Additionally, there is residential use further north on at intersection of Figueroa and West 12th Street, which is located across from Gilbert Lindsay Plaza, which includes outdoor illuminated sign regulated by the Los Angeles Sports and Entertainment District Ordinance No. 188350. The maximum permitted luminance per the LASED Sign District Ordinance No. 188350 is 300 cd/m^2.



Figure 1: Sign Location, Residential Zoned Properties, Adjacent Sign District Ordinances, and Calculation Planes

B. Conclusions

1. Compliant Sign Configurations

Seven Sign configurations are analyzed below, with two configurations compliant with LAMC Section 14.4.4 E as follows:

The DD.28 South Tower Sign is analyzed at two different sign area as summarized in tables 14 and 16 below while DD.26 and DD.27 stay the same in both configurations. Alternative F analyzes the South Tower Sign at a slightly reduced dimension of 58' H x 162' W and Alternative G analyzes the South Tower Sign at a dimension of 58' H x 180' W. Larger DD.28 Sign area requires slightly less luminance per table 16, at 240 cd/m^2 while the smaller DD.28 Sign area can accommodate an increased luminance of 245 cd/m^2 in order to comply with LAMC threshold.

Table 1: Alternative F; Reduced Sign Area & Sign Luminance (245 cd/m^2)

Sign Name	Reduced Sign Dimensions			Sign Brightness (luminance (cd/m^2))
	Sign Height	Sign Width	Sign Area	
DD.28 South Tower	58'	162'	9,396 SF	245
DD.26 Concourse	38'	101'	3,838 SF	245
DD.27 Gilbert Lindsey	38'	234'	8,892 SF	245

Table 2: Alternative G; Reduced Sign Area & Sign Luminance (240 cd/m^2)

Sign Name	Reduced Sign Dimensions			Sign Brightness (luminance (cd/m^2))
	Sign Height	Sign Width	Sign Area	
DD.28 South Tower	58'	180'	10,440 SF	240
DD.26 Concourse	38'	101'	3,838 SF	240
DD.27 Gilbert Lindsey	38'	234'	8,892 SF	240

C. Analysis

1. Proposed Sign Configuration

The calculations of the Sign light trespass illuminance include the illuminated digital display areas facing east and north on South Tower and facing east at Concourse Hall. The calculations utilize the 3D architectural model and the illumination software AGI to accurately calculate the maximum illuminance at the nearest residentially zoned property within a vertical plane extending from grade to a height of 160 feet above grade. The

nearest residentially zoned property to the Sign is located approximately 250 feet east of the Sign, at the eastern boundary of the Figueroa right of way.

Figure 1 illustrates the location of the Sign, the nearest residentially zoned property, and the calculation planes. Two calculation planes are located at the nearest residentially zoned property line: VP-W1 facing west; and VP-N1 facing north.

The calculated maximum illuminance within the vertical planes at the residentially zoned property lines are summarized in Table 2 below. The maximum illuminance at VP-W1 west facing residentially zoned property line is 11.8 fc. The maximum illuminance at VP-N1 north facing residentially zoned property line is 2.7 fc. The maximum calculated illuminance at the residentially zoned property lines facing west toward the Sign are more than 3.0 fc. Therefore, there is light trespass illuminance impact from the Sign.

Table 3: Proposed Sign Area and Sign Luminance

Sign Name	Original Sign Dimensions			Sign Brightness (luminance (cd/m2))
	Sign Height	Sign Width	Sign Area	
DD.28 South Tower	81’	224’	18,144 SF	600
DD.26/DD.27 Concourse	38’	402’	15,276 SF	600

Table 4: Illuminance (fc) at Nearest Residentially Zoned Properties

Vertical Calculation Plane	Illuminance (fc)		Evaluation (maximum 3.0 fc)
	Maximum	Average	
VP-W1	11.8	2.89	Exceeds
VP-N1	2.7	0.83	Complies

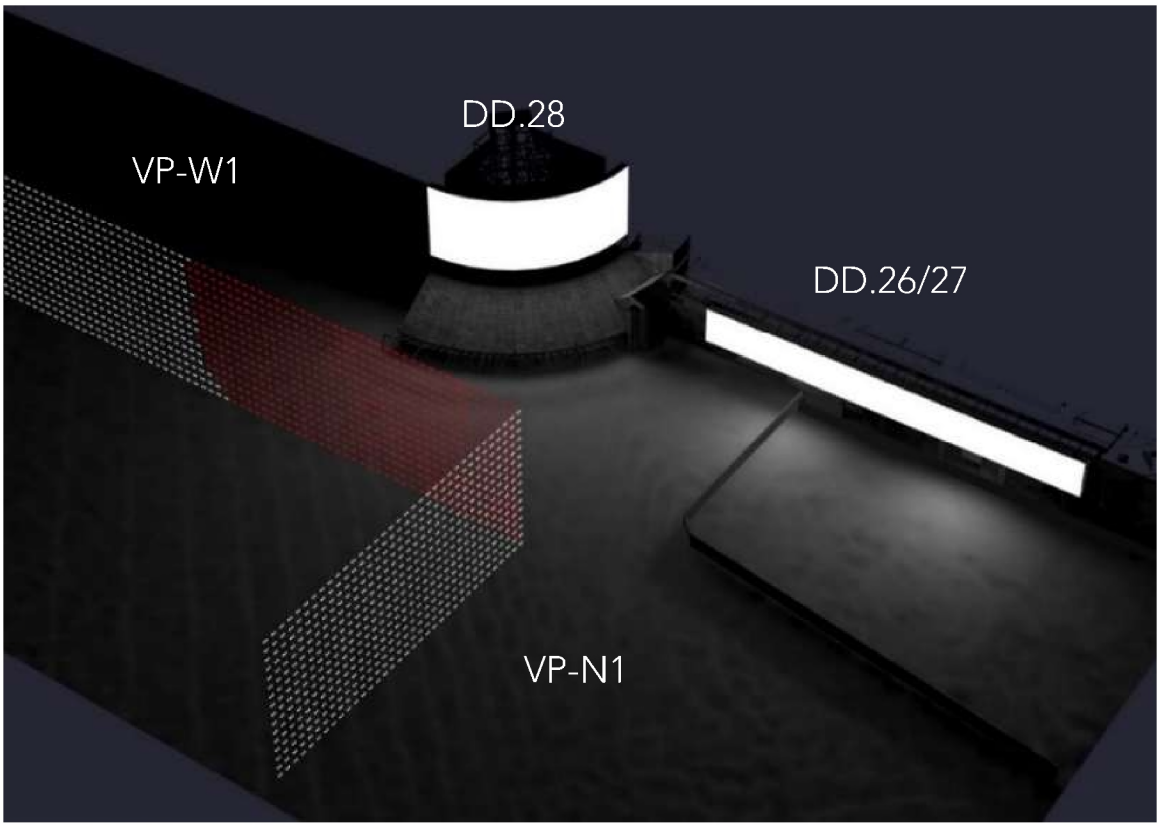


Figure 2: Rendering of Sign at 600 cd/m² and Calculation Plane VP-W1 & VP-N1

2. DD.28 Sign Analysis

To define the impact of Sign DD.28 South Tower Sign on the adjacent residential use property, the Sign light trespass illuminance at the adjacent property is analyzed separately without Sign DD.26/DD.28 at the South Concourse. The calculated maximum illuminance within the vertical planes at the residentially zoned property lines are summarized in Table 3 below.

Table 5: DD.28 Illuminance (fc) at Nearest Residentially Zoned Properties

Vertical Calculation Plane	Illuminance (fc)		Evaluation (maximum less than 3.0 fc)
	Maximum	Average	
VP-W1	9.7	2.4	Exceeds
VP-N1	0.3	0.3	Complies

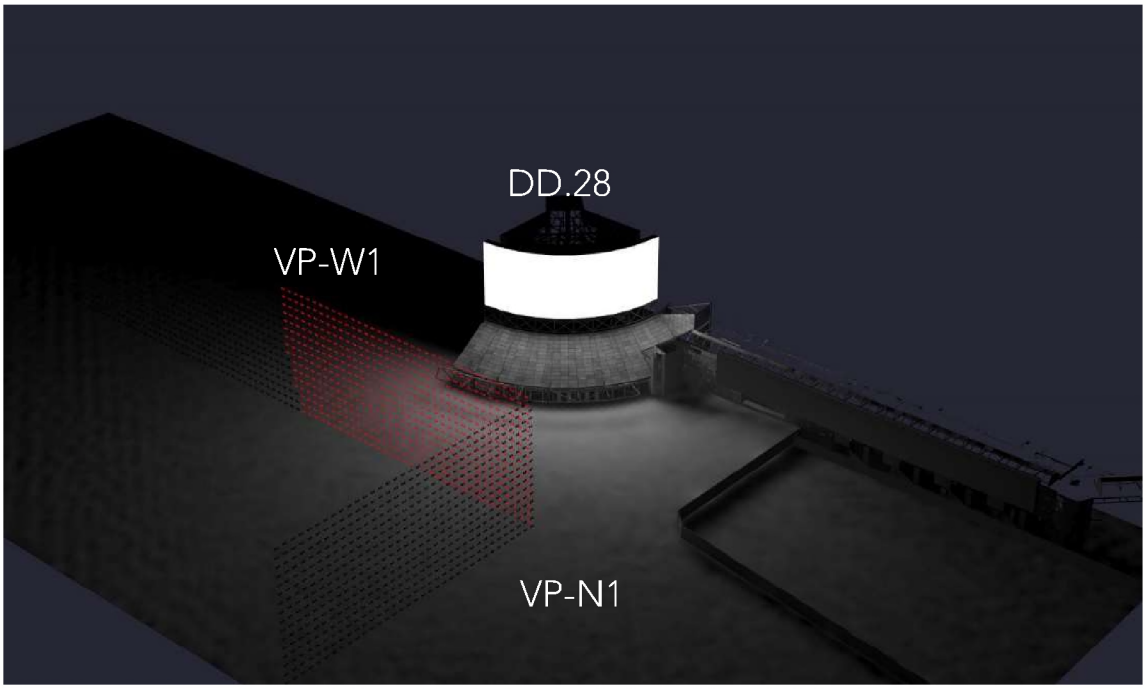


Figure 3: Rendering of Sign DD.28 at 600 cd/m² and Calculation Plane VP-W1 & VP-N1

The maximum illuminance at VP-W1 west facing residentially zoned property line from DD.28 alone is 9.7 fc. The maximum illuminance at VP-N1 north facing residentially zoned property line from DD.28 alone is 0.3 fc. The maximum calculated illuminance at the residentially zoned property lines facing west toward the Sign are more than 3.0 fc. Therefore, there is light trespass illuminance impact from the DD.28 Sign.

3. Alternative Design Configuration A

To comply with the LAMC required threshold the following Option A is analyzed as follows: Reduce Sign luminance to 300 cd/m² and reduce Sign area South Tower DD.28 by 55% and Concourse DD.26/DD.27 by 50% as summarized in in Table 4. The proposed reduction in area is accomplished by reduced height of the Signs, with no change to the width.

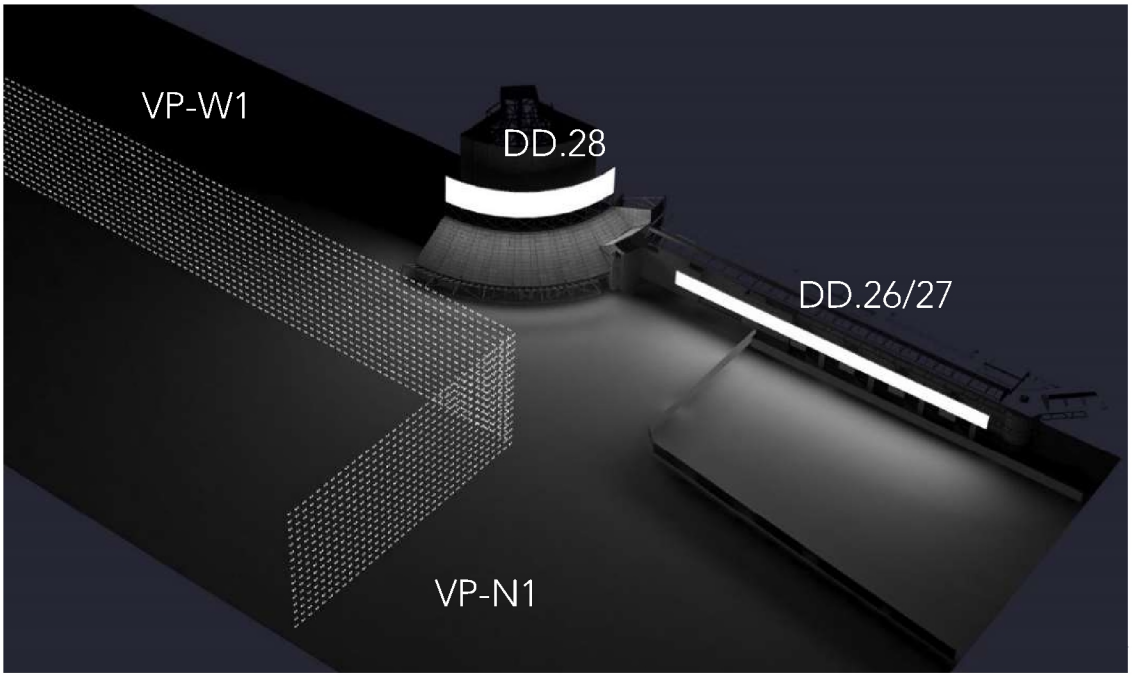
Table 6: Alternative A; Reduced Sign Area & Sign Luminance

Sign Name	Reduced Sign Dimensions			Sign Brightness (luminance (cd/m^2))
	Sign Height	Sign Width	Sign Area	
DD.28 South Tower	37'	224'	8,288 SF	300
DD.26/DD.27 Concourse	19'	402'	7,638 SF	300

The calculated maximum illuminance within the vertical planes at the residentially zoned property lines are summarized in Table 5 below. The maximum illuminance at VP-W1 west facing residentially zoned property line is 3 fc. The maximum illuminance at VP-N1 north facing residentially zoned property line is 0.7 fc. The maximum calculated illuminance at the residentially zoned property lines facing west and facing north toward the Sign are less than or equal to 3.0 fc. Therefore, there is no light trespass illuminance impact from the Sign.

Table 7: Alternative A: Illuminance (fc) at Nearest Residentially Zoned Properties

Vertical Calculation Plane	Illuminance (fc)		Evaluation (maximum 3.0 fc)
	Maximum	Average	
VP-W1	3.0	0.8	Complies
VP-N1	0.3	0.8	Complies



4. Alternative Sign Configuration B

A second alternative is analyzed with all Signs at the proposed maximum Sign Area with maximum Sign luminance reduced to a level that complies with the 3.0 fc maximum light trespass at the residential property line. With the total Sign area as proposed on page 1, and as listed in Table 6 below, the maximum Sign brightness (luminance) must not exceed 155 cd/m^2 as summarized in Table 6 below.

Table 8: Alternative B, Original Sign Area and Reduced Sign Luminance

Sign Name	Original Sign Dimensions			Sign Brightness (luminance (cd/m^2))
	Sign Height	Sign Width	Sign Area	
DD.28 South Tower	81'	224'	18,144 SF	155
DD.26/DD.27 Concourse	38'	402'	15,276 SF	155

The calculated maximum illuminance within the vertical planes at the residentially zoned property lines are summarized in Table 7 below. The maximum illuminance at VP-W1 west facing residentially zoned property line is 3.0 fc. The maximum illuminance at VP-N1 north facing residentially zoned property line is 0.7 fc. The maximum calculated illuminance at the residentially zoned property lines facing west and facing north toward the Sign are less than 3.0 fc. Therefore, there is no light trespass illuminance impact from the Sign.

Table 9: Alternative B: Illuminance (fc) at Nearest Residentially Zoned Properties

Vertical Calculation Plane	Illuminance (fc)		Evaluation (maximum 3.0 fc)
	Maximum	Average	
VP-W1	3.0	0.7	Complies
VP-N1	0.7	0.2	Complies

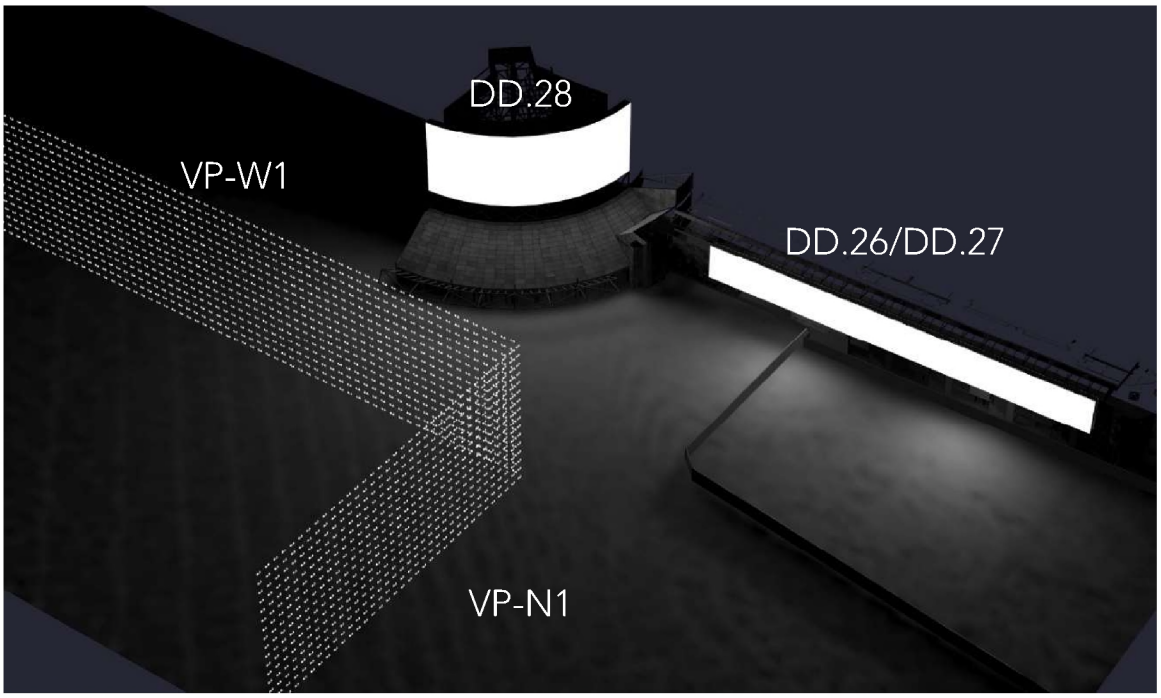


Figure 5: Rendering of Alternative B, 155 cd/m² and Calculation Plane VP-W1 & VP-N1

5. Alternative Design Configuration C

The City has considered an option with the reduced sign sizes for DD.26, DD.27, and DD28 summarized in Table 4 below. Sign DD28 is located flushed with building glazing. Signs DD26.DD27 are split into two separate Signs. Sign DD.26 is located over Pico Blvd. and flushed with building glazing. Sign DD.27 is located along Gil Lindsey at the same offset as the original option. Sign luminance is reduced to 300 cd/m² as summarized in in Table 8.

Table 10: Alternative C; Reduced Sign Area & Sign Luminance

Sign Name	Reduced Sign Dimensions			Sign Brightness (luminance (cd/m²))
	Sign Height	Sign Width	Sign Area	
DD.28 South Tower	81’	180’	14,580 SF	300
DD.26 Concourse	38’	101’	3,838 SF	300
DD.27 Gilbert Lindsey	38’	234’	8,892 SF	300

The calculated maximum illuminance within the vertical planes at the residentially zoned property lines are summarized in Table 9 below. The maximum illuminance at VP-W1 west facing residentially zoned property line is 4.6 fc. The maximum illuminance at VP-N1 north facing residentially zoned property line is 1.1 fc. The maximum calculated illuminance at

the residentially zoned property lines facing west toward the Sign are more than 3.0 fc. Therefore, there is light trespass illuminance impact from the Signs.

Table 11: Alternative C: Illuminance (fc) at Nearest Residentially Zoned Properties

Vertical Calculation Plane	Illuminance (fc)		Evaluation (maximum 3.0 fc)
	Maximum	Average	
VP-W1	4.6	1.2	Exceeds
VP-N1	1.1	0.55	Complies

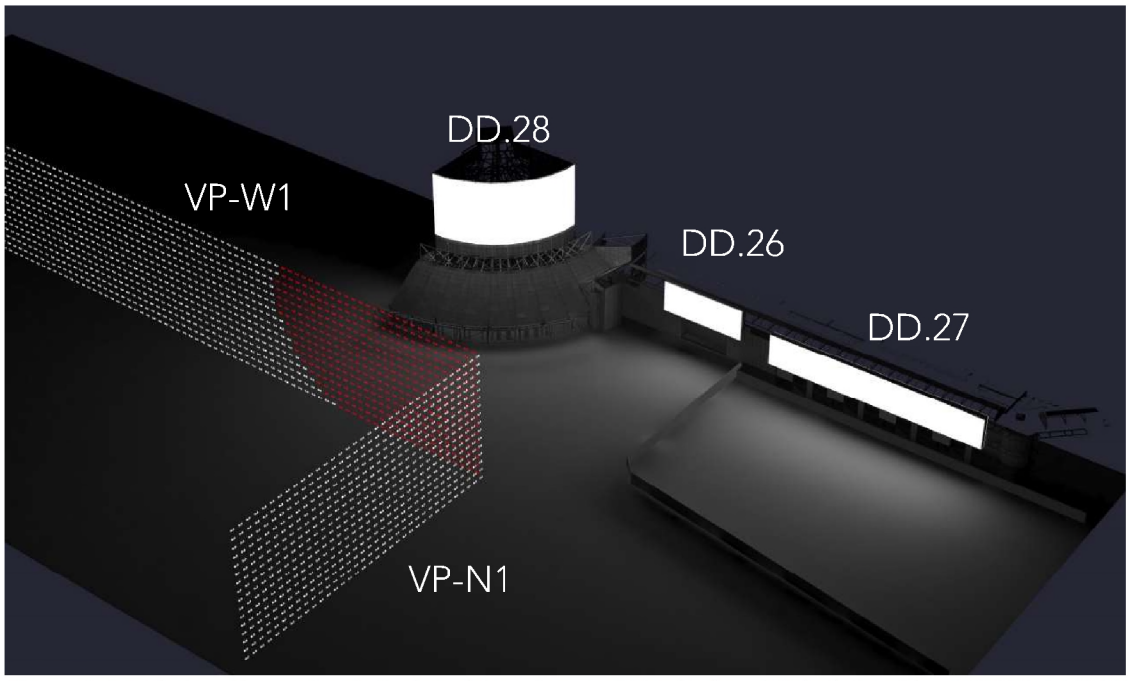


Figure 6: Rendering Alternative C; Reduced Sign Area at 300 cd/m² and Calculation Plane VP-W1 & VP-N1

6. Alternative Design Configuration D

Furthermore, the City has considered an option with the further reduce the Sign size for DD.28 summarized in Table 10 below, while maintaining the Sign sized for DD.26 and DD.27 as outlined under Configuration C. Sign DD28 is located flushed with building glazing. Signs DD26.DD27 are split into two separate Signs. Sign DD.26 is located over Pico Blvd. and flushed with building glazing. Sign DD.27 is located along Gil Lindsey at the same offset as the original option. Sign luminance is analyzed at 300 cd/m² as summarized in in Table 10.

Table 12: Alternative D; Reduced Sign Area & Sign Luminance

Sign Name	Reduced Sign Dimensions			Sign Brightness (luminance (cd/m^2))
	Sign Height	Sign Width	Sign Area	
DD.28 South Tower	58'	162'	9,396 SF	300
DD.26 Concourse	38'	101'	3,838 SF	300
DD.27 Gilbert Lindsey	38'	234'	8,892 SF	300

The calculated maximum illuminance within the vertical planes at the residentially zoned property lines are summarized in Table 11 below. The maximum illuminance at VP-W1 west facing residentially zoned property line is 3.7 fc. The maximum illuminance at VP-N1 north facing residentially zoned property line is 1.2 fc. The maximum calculated illuminance at the residentially zoned property lines facing west toward the Sign are more than 3.0 fc. Therefore, there is light trespass illuminance impact from the Signs.

Table 13: Alternative D: Illuminance (fc) at Nearest Residentially Zoned Properties

Vertical Calculation Plane	Illuminance (fc)		Evaluation (maximum 3.0 fc)
	Maximum	Average	
VP-W1	3.7	0.9	Exceeds
VP-N1	1.2	0.59	Complies

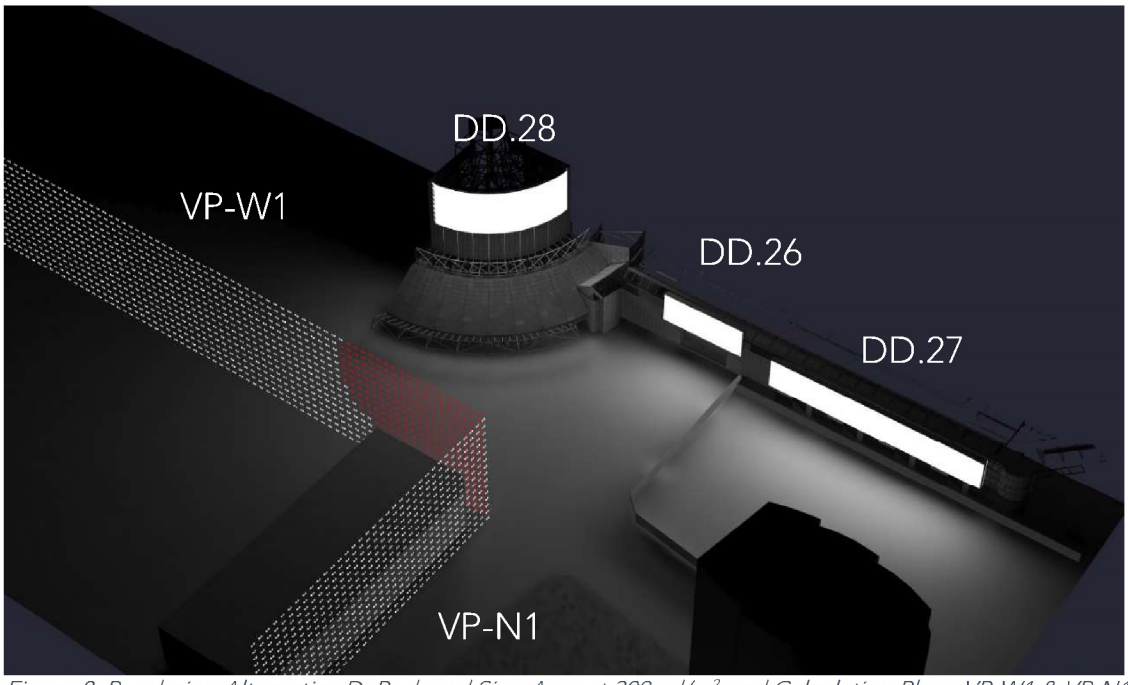


Figure 8: Rendering Alternative D; Reduced Sign Area at 300 cd/m² and Calculation Plane VP-W1 & VP-N1

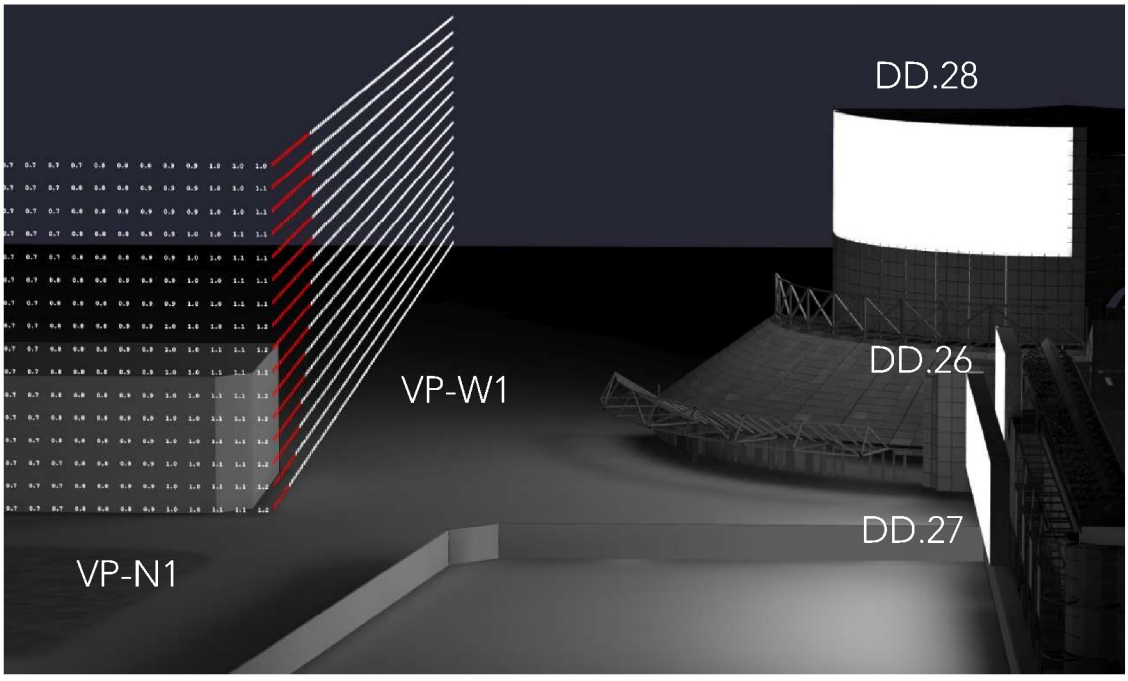


Figure 7: Rendering Alternative D; Reduced Sign Area at 300 cd/m² and Calculation Plane VP-W1 & VP-N1

7. Alternative Design Configuration E

To maintain the maximum Sign size possible, an alternate option is considered where Sign DD.28 area has slightly increased as summarized in Table 12 below, while maintaining the Sign sized for DD.26 and DD.27 as outlined under Configuration C. Sign DD.28 is located flushed with building glazing. Signs DD26.DD27 are split into two separate Signs. Sign

DD.26 is located over Pico Blvd. and flushed with building glazing. Sign DD.27 is located along Gil Lindsey at the same offset as the original option. Sign luminance is analyzed at 300 cd/m^2 as summarized in in Table 12.

Table 14: Alternative E; Reduced Sign Area & Sign Luminance

Sign Name	Reduced Sign Dimensions			Sign Brightness (luminance (cd/m^2))
	Sign Height	Sign Width	Sign Area	
DD.28 South Tower	58'	180'	10,440 SF	300
DD.26 Concourse	38'	101'	3,838 SF	300
DD.27 Gilbert Lindsey	38'	234'	8,892 SF	300

The calculated maximum illuminance within the vertical planes at the residentially zoned property lines are summarized in Table 13 below. The maximum illuminance at VP-W1 west facing residentially zoned property line is 3.8 fc. The maximum illuminance at VP-N1 north facing residentially zoned property line is 1.2 fc. The maximum calculated illuminance at the residentially zoned property lines facing west toward the Sign are more than 3.0 fc. Therefore, there is light trespass illuminance impact from the Signs.

Table 15: Alternative E: Illuminance (fc) at Nearest Residentially Zoned Properties

Vertical Calculation Plane	Illuminance (fc)		Evaluation (maximum 3.0 fc)
	Maximum	Average	
VP-W1	3.8	0.97	Exceeds
VP-N1	1.2	0.59	Complies

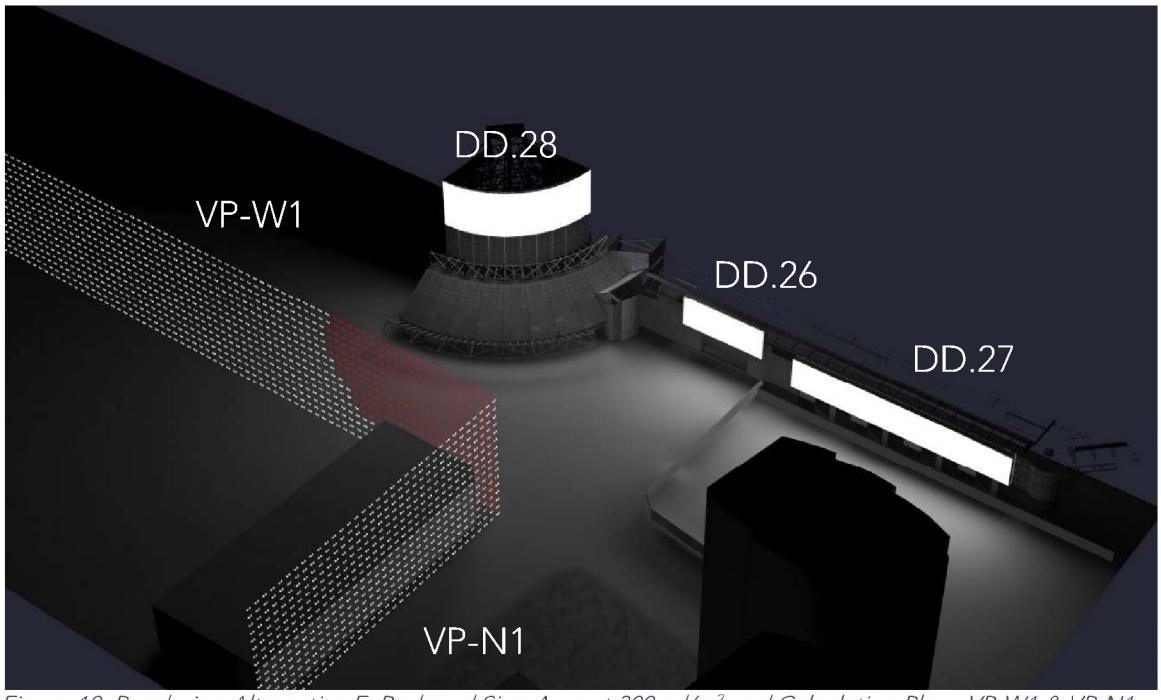


Figure 10: Rendering Alternative E; Reduced Sign Area at 300 cd/m² and Calculation Plane VP-W1 & VP-N1

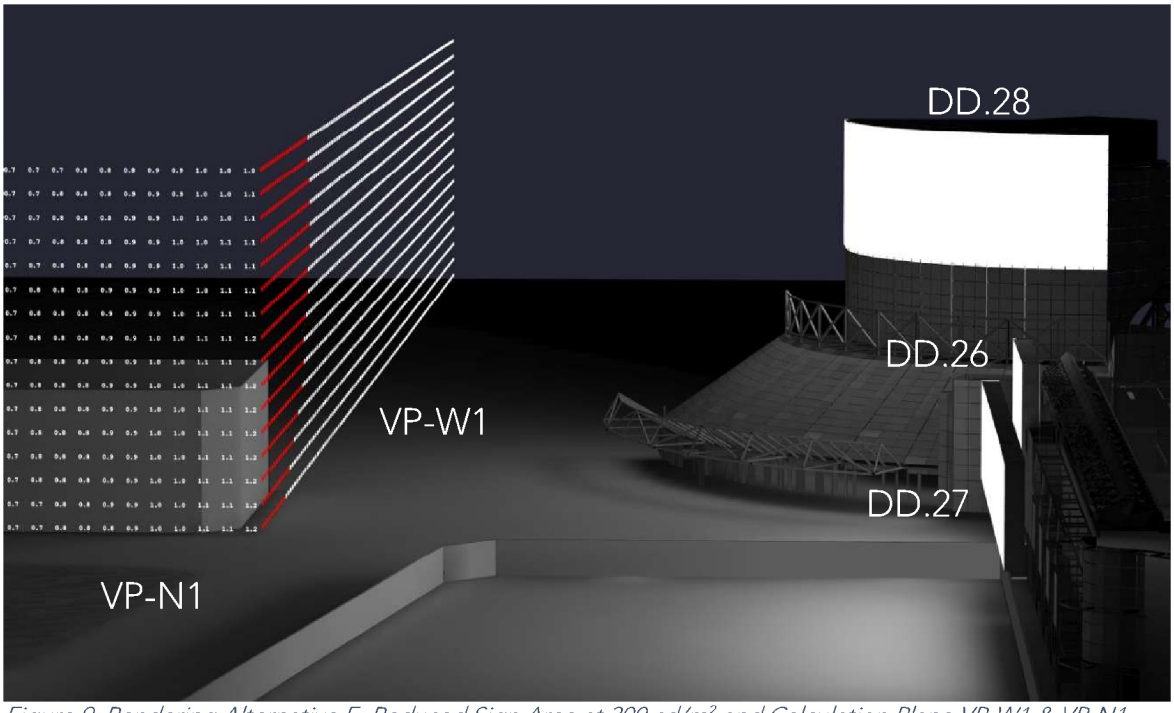


Figure 9: Rendering Alternative E; Reduced Sign Area at 300 cd/m² and Calculation Plane VP-W1 & VP-N1

8. Alternative Design Configuration F

To maintain the maximum Sign brightness possible while complying with the required threshold, this alternate option considers reducing the Sign brightness to 245 cd/m2 while maintaining the Sign areas same as Alternative D.

Table 16: Alternative F; Reduced Sign Area & Sign Luminance

Sign Name	Reduced Sign Dimensions			Sign Brightness (luminance (cd/m^2))
	Sign Height	Sign Width	Sign Area	
DD.28 South Tower	58'	162'	9,396 SF	245
DD.26 Concourse	38'	101'	3,838 SF	245
DD.27 Gilbert Lindsey	38'	234'	8,892 SF	245

The calculated maximum illuminance within the vertical planes at the residentially zoned property lines are summarized in Table 15 below. The maximum illuminance at VP-W1 west facing residentially zoned property line is 3.0 fc. The maximum illuminance at VP-N1 north facing residentially zoned property line is 1.0 fc. The maximum calculated illuminance at the residentially zoned property lines is equal or less than 3.0 fc. Therefore, there is no light trespass illuminance impact from the Signs.

Table 17: Alternative F: Illuminance (fc) at Nearest Residentially Zoned Properties

Vertical Calculation Plane	Illuminance (fc)		Evaluation (maximum 3.0 fc)
	Maximum	Average	
VP-W1	3.0	0.74	Complies
VP-N1	1.0	0.48	Complies

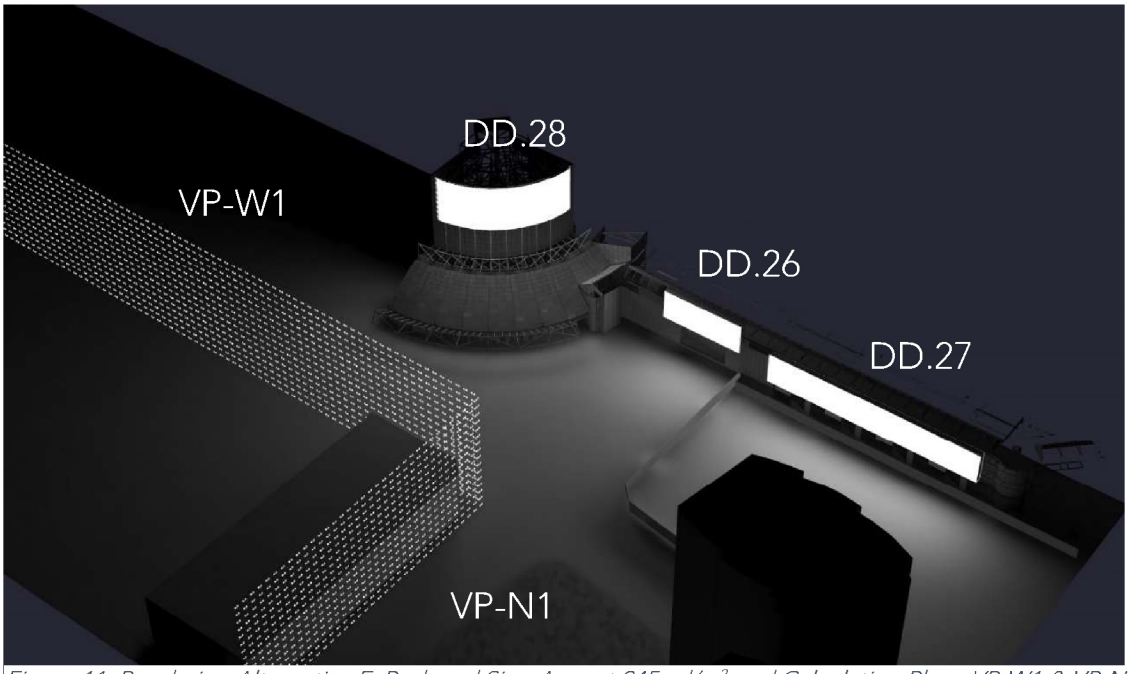


Figure 11: Rendering Alternative F; Reduced Sign Area at 245 cd/m² and Calculation Plane VP-W1 & VP-N1

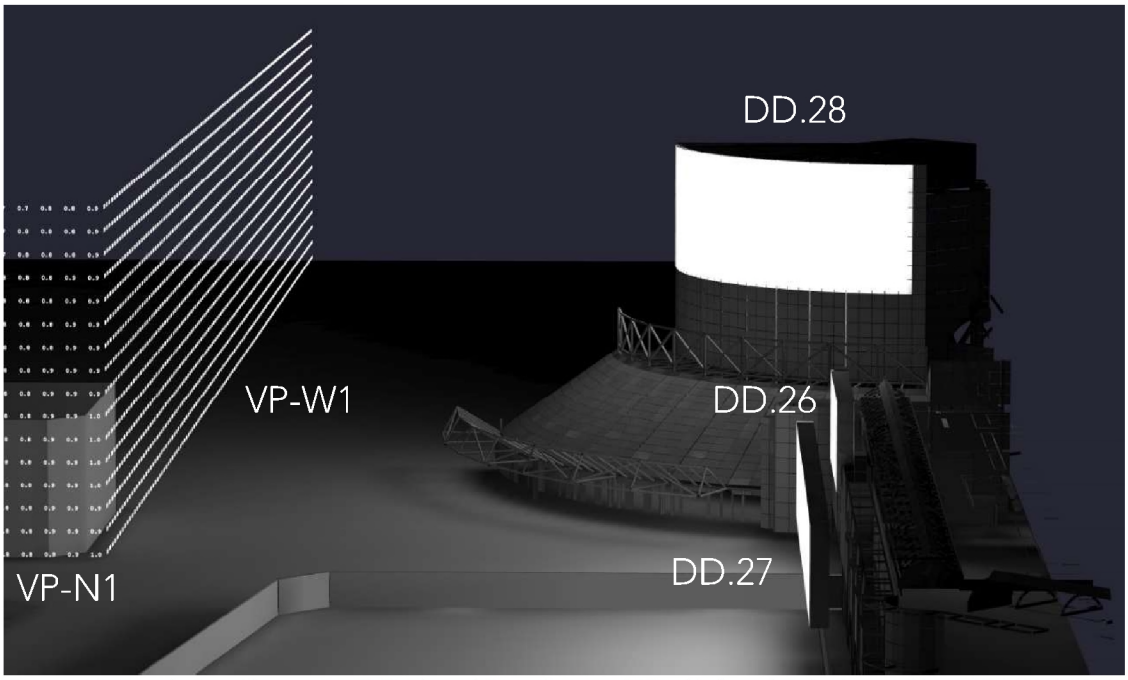


Figure 12: Rendering Alternative F; Reduced Sign Area at 245 cd/m² and Calculation Plane VP-W1 & VP-N1

9. Alternative Design Configuration G

To maintain the maximum Sign size possible while complying with the required threshold, this alternate option considers reducing the Sign brightness to 240 cd/m² while maintaining the Sign areas same as Alternative E.

Table 18: Alternative G; Reduced Sign Area & Sign Luminance

Sign Name	Reduced Sign Dimensions			Sign Brightness (luminance (cd/m²))
	Sign Height	Sign Width	Sign Area	
DD.28 South Tower	58'	180'	10,440 SF	240
DD.26 Concourse	38'	101'	3,838 SF	240
DD.27 Gilbert Lindsey	38'	234'	8,892 SF	240

The calculated maximum illuminance within the vertical planes at the residentially zoned property lines are summarized in Table 17 below. The maximum illuminance at VP-W1 west facing residentially zoned property line is 3.0 fc. The maximum illuminance at VP-N1 north facing residentially zoned property line is 0.9 fc. The maximum calculated illuminance at the residentially zoned property lines is equal or less than 3.0 fc. Therefore, there is no light trespass illuminance impact from the Signs.

Table 19: Alternative G: Illuminance (fc) at Nearest Residentially Zoned Properties

Vertical Calculation Plane	Illuminance (fc)		Evaluation (maximum 3.0 fc)
	Maximum	Average	
VP-W1	3.0	0.78	Complies
VP-N1	0.9	0.47	Complies

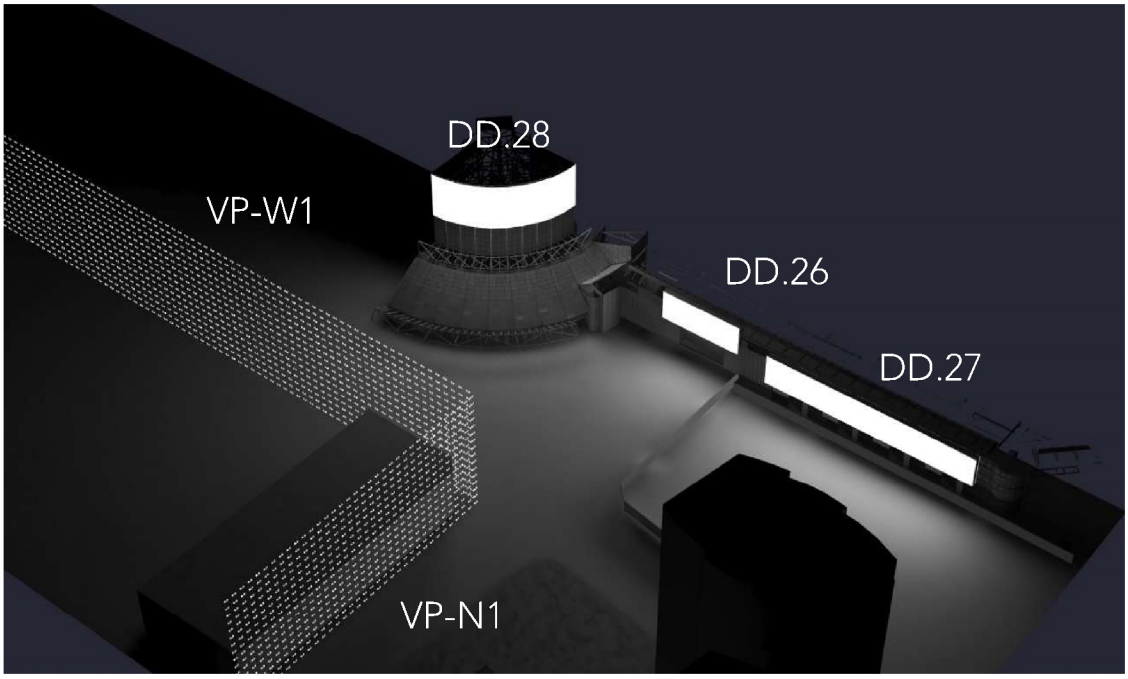


Figure 13: Rendering Alternative G; Reduced Sign Area at 240 cd/m² and Calculation Plane VP-W1 & VP-N1

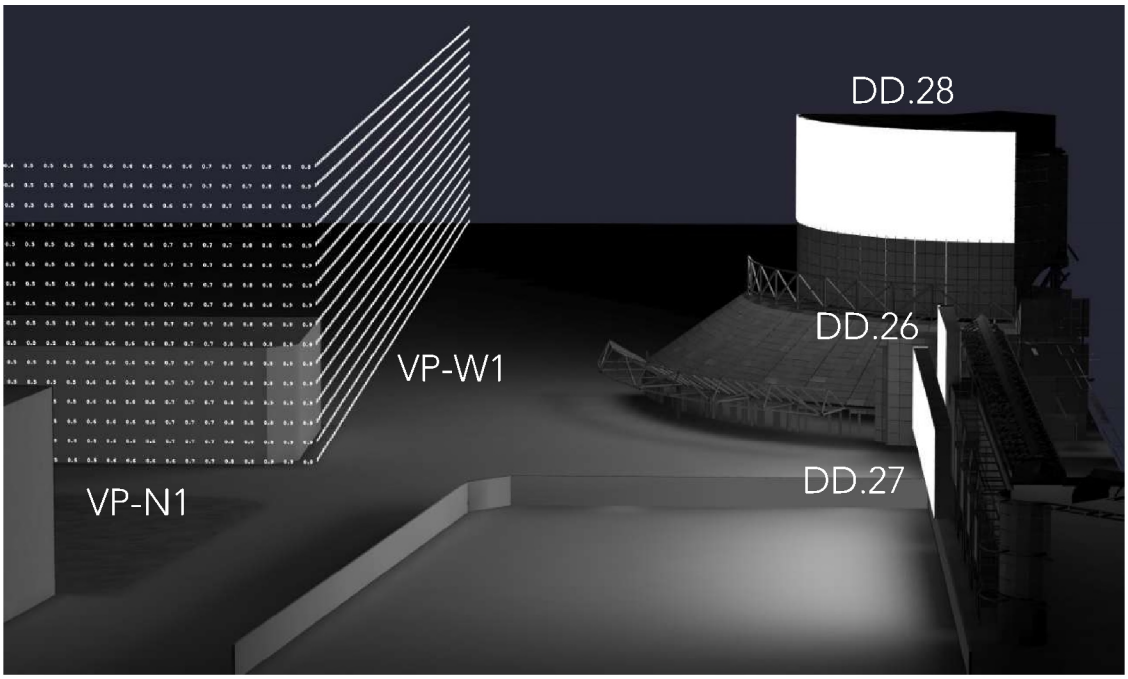


Figure 14: Rendering Alternative G; Reduced Sign Area at 240 cd/m² and Calculation Plane VP-W1 & VP-N1

Appendix B

Air Quality Worksheets

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	LACC Construction
Construction Start Date	9/1/2025
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	0.50
Precipitation (days)	18.4
Location	34.040336312106206, -118.27119386989872
County	Los Angeles-South Coast
City	Los Angeles
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	4061
EDFZ	16
Electric Utility	Los Angeles Department of Water & Power
Gas Utility	Southern California Gas
App Version	2022.1.1.29

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Government (Civic Center)	700	1000sqft	16.1	700,000	0.00	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

Sector	#	Measure Title
Construction	C-5	Use Advanced Engine Tiers

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	CO2e
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	83.8	148	282	0.32	6.32	3.91	10.2	5.60	0.96	6.55	36,640
Mit.	72.9	84.6	303	0.32	1.89	3.91	5.80	1.57	0.96	2.53	36,640
% Reduced	13%	43%	-7%	—	70%	—	43%	72%	—	61%	—
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.23	0.40	0.77	< 0.005	0.02	0.01	0.03	0.02	< 0.005	0.02	101
Mit.	0.20	0.23	0.83	< 0.005	0.01	0.01	0.02	< 0.005	< 0.005	0.01	101
% Reduced	13%	43%	-7%	—	70%	—	43%	72%	—	62%	—
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.04	0.07	0.14	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	16.6
Mit.	0.04	0.04	0.15	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	16.6
% Reduced	13%	43%	-7%	—	70%	—	43%	72%	—	62%	—

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	CO2e

Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
2025	83.8	148	282	0.32	6.32	3.91	10.2	5.60	0.96	6.55	36,640
Average Daily	—	—	—	—	—	—	—	—	—	—	—
2025	0.23	0.40	0.77	< 0.005	0.02	0.01	0.03	0.02	< 0.005	0.02	101
Annual	—	—	—	—	—	—	—	—	—	—	—
2025	0.04	0.07	0.14	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	16.6

2.3. Construction Emissions by Year, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
2025	72.9	84.6	303	0.32	1.89	3.91	5.80	1.57	0.96	2.53	36,640
Average Daily	—	—	—	—	—	—	—	—	—	—	—
2025	0.20	0.23	0.83	< 0.005	0.01	0.01	0.02	< 0.005	< 0.005	0.01	101
Annual	—	—	—	—	—	—	—	—	—	—	—
2025	0.04	0.04	0.15	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	16.6

3. Construction Emissions Details

3.1. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	CO2e

Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	82.8	142	267	0.30	6.26	—	6.26	5.57	—	5.57	29,870
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.39	0.73	< 0.005	0.02	—	0.02	0.02	—	0.02	81.8
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.07	0.13	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	13.5
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.95	1.08	13.2	0.00	0.00	2.93	2.93	0.00	0.69	0.69	2,972
Vendor	0.10	4.31	2.05	0.03	0.05	0.98	1.03	0.03	0.27	0.30	3,798
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	8.27
Vendor	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	10.4
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	1.37
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	1.72

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.2. Building Construction (2025) - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	71.9	79.2	287	0.30	1.84	—	1.84	1.54	—	1.54	29,870
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.20	0.22	0.79	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	81.8
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.14	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	13.5
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.95	1.08	13.2	0.00	0.00	2.93	2.93	0.00	0.69	0.69	2,972
Vendor	0.10	4.31	2.05	0.03	0.05	0.98	1.03	0.03	0.27	0.30	3,798
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.04	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	8.27

Subtotal	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Building Construction	Building Construction	11/27/2025	11/27/2025	5.00	1.00	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Building Construction	Forklifts	Diesel	Average	21.0	16.0	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	2.00	16.0	14.0	0.74
Building Construction	Cranes	Diesel	Average	4.00	16.0	367	0.29
Building Construction	Welders	Diesel	Average	12.0	16.0	46.0	0.45
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	2.00	16.0	84.0	0.37
Building Construction	Aerial Lifts	Diesel	Average	12.0	16.0	46.0	0.31
Building Construction	Skid Steer Loaders	Diesel	Average	7.00	16.0	71.0	0.37
Building Construction	Excavators	Diesel	Average	1.00	16.0	36.0	0.38
Building Construction	Sweepers/Scrubbers	Diesel	Average	2.00	8.00	36.0	0.46
Building Construction	Crushing/Proc. Equipment	Gasoline	Average	1.00	16.0	12.0	0.85
Building Construction	Rollers	Diesel	Average	4.00	16.0	36.0	0.38

5.2.2. Mitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Building Construction	Forklifts	Diesel	Tier 4 Final	21.0	16.0	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	2.00	16.0	14.0	0.74
Building Construction	Cranes	Diesel	Tier 4 Final	4.00	16.0	367	0.29
Building Construction	Welders	Diesel	Tier 4 Final	12.0	16.0	46.0	0.45
Building Construction	Tractors/Loaders/Backhoes	Diesel	Tier 4 Final	2.00	16.0	84.0	0.37
Building Construction	Aerial Lifts	Diesel	Tier 4 Final	12.0	16.0	46.0	0.31
Building Construction	Skid Steer Loaders	Diesel	Tier 4 Final	7.00	16.0	71.0	0.37
Building Construction	Excavators	Diesel	Tier 4 Final	1.00	16.0	36.0	0.38
Building Construction	Sweepers/Scrubbers	Diesel	Tier 4 Final	2.00	8.00	36.0	0.46
Building Construction	Crushing/Proc. Equipment	Gasoline	Average	1.00	16.0	12.0	0.85
Building Construction	Rollers	Diesel	Tier 4 Final	4.00	16.0	36.0	0.38

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Building Construction	—	—	—	—
Building Construction	Worker	224	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	115	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT

5.3.2. Mitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Building Construction	—	—	—	—

Building Construction	Worker	224	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	115	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Government (Civic Center)	0.00	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O

Screen	Justification
Construction: Construction Phases	site specific
Construction: Off-Road Equipment	Double shift

Appendix C

LADOT Letter—Transportation Impacts

FORM GEN. 160A (Rev. 1/82)

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

LACC Expansion & Modernization
DOT Case No. CEN11-5739

Date: August 21, 2025

To: Milena Zasadzien, Principal City Planner
Department of City Planning

From: Robert Sanchez, Senior Transportation Engineer
Department of Transportation

Subject: **LOS ANGELES CONVENTION CENTER EXPANSION AND MODERNIZATION PROJECT - TRANSPORTATION IMPACTS (ENV-2011-0585-EIR)**

This memo is in response to the Department of City Planning's (DCP) memo dated August 19, 2025 to the Department of Transportation (DOT) seeking concurrence on the matter of removing Mitigation Measure B.1-21 (**Attachment A**), which is Project Requirement B. of DOT's assessment letter to DCP dated February 12, 2020, for the Los Angeles Convention Center (LACC) Expansion and Modernization Project (**Attachment B**). Project Requirement B requires LACC to either install or contribute $350,000 for the installation of 3" conduit from the DOT communication cabinet at Figueroa Street and Venice Boulevard to the DOT controller cabinet at 9th Street and Figueroa Street. This Transportation Systems Management improvement would provide a system-wide benefit by providing the means for future ATSAC system operational improvements and thus reducing delays experienced by motorists in the LACC area.

DCP's memo describes several recent transportation improvements to pedestrian, bicycle, and transit facilities in the LACC area and it should be noted that these improvements would help to minimize the adverse effects of the LACC expansion project on traffic circulation. DOT concurs with DCP that Measure B.1-21 (Project Requirement B) is no longer necessary under CEQA because of the improvements in the area since the traffic analysis was conducted as well as the transition from Level of Service (LOS) to Vehicle Miles Traveled (VMT) as a measure of a project's impact.

If you have any questions, please contact me or my staff at LADOT Central Development Review <ladot.devreview.cen@lacity.org>.

Attachments

I:\Letters\2025\CEN11-5739_LA Convention Ctr Modernization - Mit Measure-R.docx

c: Sherilyn Correa, Council District 9
Kevin Ocubillo, Council District 14
Hokchi Chiu, Central District, BOE
Kaylinn Pell, DOT Central District
Taimour Tanavoli, Case Management Office, DOT

FORM GEN. 160 (Rev. 6-80)

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: August 19, 2025

TO: Department of Transportation

FROM: Milena Zasadzien
Principal City Planner
Department of City Planning

SUBJECT: **CONVENTION CENTER EXPANSION TRANSPORTATION IMPACTS**

In 2012, the City of Los Angeles certified the "Convention and Event Center Project" Environmental Impact Report (EIR) (ENV-2011-585-EIR or Certified EIR) for the construction of an entertainment and sports venue (Event Center) and an expansion of the Los Angeles Convention Center (LACC) within Downtown Los Angeles. However, plans for the proposed Convention and Event Center Project were never realized, and the City determined to no longer pursue an Event Center at the site and to move forward with a modified version of the LACC expansion.

In June 2022, the City Council then approved modifications, including zoning and land use entitlements, for the Convention Center Expansion and Modernization Project. In conjunction with these actions, and pursuant to the California Environmental Quality Act (CEQA), the City Council adopted the First Addendum to the previously Certified EIR, prepared December 2021, which analyzed the environmental impacts of the modified LACC expansion.

Transportation Analysis under First Addendum

The Certified EIR utilized a level of service (LOS) methodology to evaluate the project's traffic congestion impacts on intersections and roadways. The First Addendum to the Certified EIR similarly utilized the LOS methodology, and additionally disclosed the project's impacts related to vehicle miles travelled (VMT). The First Addendum was based on the Los Angeles Department of Transportation's (LADOT) Updated Transportation Assessment, dated February 12, 2020 (DOT Case No. CEN 11-5739). The Transportation Assessment included both LOS and VMT methodologies, since at that time, Senate Bill (SB) 743's recent changes to State Law had mandated shifting transportation impact analyses from LOS to VMT methodology.

Level of Service Analysis

As noted in the First Addendum, at that time, Appendix G of the CEQA Guidelines had been recently modified to align with CEQA Guidelines Section 15064.3(b), which requires using VMT to evaluate impacts to transportation and the circulation system more broadly. However, the 2012 Certified EIR was based on the City's previously adopted

methodology, which used LOS to evaluate a project's traffic impacts. The City of Los Angeles adopted new CEQA VMT thresholds and methodologies on July 31, 2019, and at the time of the preparation of the First Addendum, had started implementing the procedures for new projects going forward. However, because the transportation analysis in the Transportation Assessment of the First Addendum (i) commenced in consultation with LADOT and had been largely completed before July 31, 2019, (ii) the entitlement applications for the project were filed on August 1, 2019, each well in advance of the July 1, 2020 implementation deadline under the CEQA Guidelines for performing VMT analysis, (iii) and the analysis updated the previous study for the approved project to compare the impacts to those of the modified project, the transportation analysis in the First Addendum was primarily based on the adopted rules and policies based on traffic LOS. In addition, a comparative VMT analysis was also provided based on VMT data available from the Certified EIR.

Based on an updated LOS analysis, the First Addendum's Transportation Assessment identified modified Project Design Features (PDFs) and Mitigation Measures (MMs) for the project's operational traffic impacts, including a measure to address significant and unavoidable LOS impacts. This Mitigation Measure (MM-B.1-21) required the installation of a new 3-inch conduit from LADOT's Figueroa/Venice communications cabinet to LADOT's 9th/Figueroa controller cabinet; which would better accommodate intersection operations and network capacity, provide for updated infrastructure and communication capacity with Advanced Transportation System and Coordination [ATSAC] systems, and reduce delays experience by motorists at study intersections. Other measures recommended in the Transportation Assessment addressed pedestrian and bicycle improvements and parking reduction strategies (PDF B.1-3 for pedestrian improvements along Pico Boulevard, PDF B.1-6 for electric vehicle parking / green transportation measures; PDF B.2-1 for vehicle parking; PDF B.2-2 for bicycle parking; and MM B.2-2 for parking reduction and efficiency).

Vehicle Miles Travelled Analysis

The First Addendum's VMT analysis also concluded that the project would support local and regional plans to reduce VMT, and VMT associated with the project would be substantially reduced when compared with the project as analyzed in the Certified EIR.

Transportation Analysis under Second Addendum

The City is currently undergoing preparation of a Second Addendum to the Certified EIR, to document and analyze whether a subsequent EIR is required under Public Resources Code Section 21166 and CEQA Guidelines Section 15162 as a result of further refinements to the LACC expansion project. Generally, the 2025 modifications to the Convention Center Expansion and Modernization Project primarily reduce the scope of the size of the development, and modify the location and sizes of the proposed signage.

Upon further review of the applicable transportation PDFs and MMs, the City is considering the removal of Mitigation Measure B.1-21, which requires the installation of a new 3-inch conduit for an approximately one-mile length along Figueroa Boulevard. Removal of the LOS-based mitigation measure would 1) support the transition from LOS to a more holistic transportation analysis based primarily on VMT analysis and mitigation under State Law; and 2) is warranted in consideration of other recent transportation improvements that have been implemented in the area that serve to reduce area VMT.

Transition from LOS to VMT

Pursuant to SB 743, the State of California mandated the shift from LOS to VMT as the primary metric for evaluating transportation impacts under CEQA. Since July 1, 2020, LOS or an increase in vehicle delay, is no longer recognized as an environmental impact for CEQA purposes. Therefore, mitigation aimed at improving LOS, such as the installation of a mile's length of conduit for the purpose of improving intersection efficiency and reducing vehicle delay, may no longer be legally relevant or required under CEQA's updated transportation analysis framework.

Other Recent Transportation Improvements

The City of Los Angeles has increasingly prioritized transit, pedestrian, and bicycle infrastructure over traditional vehicle throughput in Downtown planning efforts. Since 2019 (when the previous Transportation Assessment for the First Addendum was conducted), Downtown Los Angeles has experienced substantial transit and mobility infrastructure investments. These advancements materially alter baseline conditions and reduce the marginal benefit of additional ATSAC-related improvements, such as Mitigation Measure B.1-21 for additional conduit.

- **Regional Connector Transit Project** *(Opened June 2023)*. The underground light rail tunnel runs beneath Downtown LA, connecting the A, E, and former L Lines, and includes three new stations: Historic Broadway, Grand Avenue Arts/Bunker Hill, and a relocated Little Tokyo/Arts District station. It significantly improves one-seat ride access across Downtown, reducing transfers and streamlining commutes, eliminates complicated train turnarounds at 7th Street/Metro Center, leads to improved reliability and headways for both the A and E Lines at the Pico Station, thereby directly enhancing accessibility and connectivity near the Convention Center.

- **7th Street Multimodal Safety Project** *(Construction started April 2022, work ongoing)*. The 7th Street Streetscape project has been partially completed, with ongoing work, along 7th Street (between Figueroa and San Pedro Streets), by introducing pedestrian lighting, bus islands, tree plantings, and other enhancements to improve safety and experience for pedestrians, cyclists, and transit users. This corridor is a couple blocks north of the site, bolstering the local street environment.

- **Metro's Multimodal & First-Last Mile Improvements** (*Currently in planning phase, Completion before 2028)*. As part of Metro's first/last-mile enhancements program to be completed before the Olympics: 0.25 miles of new Class II and Class IV bikeways and upgraded pedestrian infrastructure will be implemented on Pico Boulevard between Figueroa Street and Grand Avenue, and 0.5 miles of improvements to Flower Street from Venice Boulevard to West 11th Street, including a Class III shared bus-bike lane, the conversion of existing peak-hour bus lanes to full-time lanes, and improvements to pedestrian infrastructure.

- **LADOT Vision Zero & Pico Blvd Safety & Mobility Project Planning** *(Planning started in December 2024, Completion before 2028)*. In December 2024, LADOT received a Safe Streets for All grant to kick off pedestrianization efforts along Figueroa Street, from Pico Boulevard to Jefferson Boulevard. Projects include semi-permanent street treatments to prioritize pedestrians, biking, and transit access, especially in preparation for the 2028 Olympics.

- **Expanded Bus Lanes in DTLA** *(2022–2025)*. Metro, in coordination with LADOT, has added nearly 50 lane-miles of new bus lanes city-wide. Bus priority lane corridors specifically in the downtown area include segments along Flower Street, Grand Avenue, Olive Street, Aliso Street, 5th Street, and 6th Street. While none are directly adjacent to the Convention Center, these adjacent corridors contribute to better regional bus reliability and influence network flow in Downtown.

- **ATSAC Improvements near 1240 S. Figueroa Street** *(May 2023)*. The 1240 S. Figueroa Street development project (The A/C and Moxy Hotels) was subject to mitigation measure requirements, and contributed $30,000 toward Transportation Systems Management (TSM) improvements that would better accommodate intersection operations and increase intersection capacity throughout the study area. The LADOT's ATSAC Section identified the following upgrades as part of the TSM improvements: 1) Fiber optic upgrades along South Figueroa Street from Pico Boulevard to Olympic Boulevard ($20,000), and 2) Two CCTV camera upgrades at Pico Boulevard and Figueroa St, and LA Live Way and Pico Boulevard ($10,000). These upgrades will improve the network capacity for real-time video monitoring of intersection, corridor, transit, and pedestrian operations in Downtown Los Angeles by reducing delays experienced by motorists at study intersections.

Conclusion

Given the transition to VMT under CEQA, the outdated nature of LOS-based mitigation, the reduced project scope, and substantial recent investments in multimodal infrastructure and traffic management, evidence in the record demonstrates that **Mitigation Measure B.1-21 is no longer necessary** for the Convention Center Expansion and Modernization Project. Its removal aligns with current CEQA and legal standards and the City's transportation goals, while also avoiding redundant or potentially counterproductive infrastructure investments. Therefore, the Department of Transportation's review and concurrence on this matter is requested.

FORM GEN. 160A (Rev. 1/82)

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

Convention Center Expansion and Modernization
DOT Case No. CEN 11-5739

Date: February 12, 2020

To: Milena Zasadzien, City Planner
Department of City Planning

From: Wes Pringle, Transportation Engineer
Department of Transportation

Subject: **UPDATED TRANSPORTATION ASSESSMENT FOR THE PROPOSED CONVENTION CENTER EXPANSION AND MODERNIZATION PROJECT (ENV 2011-0585-EIR)**

The Department of Transportation (DOT) has reviewed the transportation analysis, dated November 2019, prepared by The Mobility Group, for the proposed Convention Center Expansion and Modernization Project. The original project was subject of a traffic study prepared in March 2012 and a letter issued by DOT on March 23, 2012. With the elimination of the event center, the project has been substantially reduced in scope from the entitled project that was the subject of the certified Environmental Impact Report (EIR) (ENV-2011-585-EIR, SCH No. 2011031049). DOT has prepared this report to provide an assessment of the supplemental traffic analysis to the certified EIR and to update the recommended project requirements. Please replace the previous DOT assessment, dated March 23, 2012, with this report.

DOT has reviewed the revised project transportation analysis, which is being submitted in connection with an addendum to the certified EIR, prepared by The Mobility Group, dated November 2019, for the proposed Convention Center Expansion and Modernization. The project is located in Downtown Los Angeles adjacent to the Staples Center and LA Live complex and is generally bounded by Chick Hearn Court to the north, Figueroa Street to the east, Venice Boulevard to the south and LA Live Way to the west. In order to evaluate the effects of the project's traffic on the available transportation infrastructure, the significance of the project's traffic impacts is measured in terms of change to the volume-to-capacity (V/C) ratio between the "future no project" and the "future with project" scenarios. This change in the V/C ratio is compared to DOT's established threshold standards to assess the project-related traffic impacts. Based on DOT's current traffic impact criteria[1], the updated traffic study included the detailed analysis of 50 intersections and determined that four study intersections would be significantly impacted by project related traffic. This report summarizes the results of the updated traffic analysis (see **Attachment 1** summary of the impact analysis), which adequately evaluated the project's traffic impacts on the surrounding community, and identifies the transportation mitigation measure designed to mitigate these impacts to the extent feasible.

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[1] Per the DOT Traffic Study Policies and Procedures, a significant impact is identified as an increase in the Critical Movement Analysis (CMA) value, due to project related traffic, of 0.01 or more when the final ("with project") Level of Service (LOS) is LOS E or F; an increase of 0.020 or more when the final LOS is LOS D; or an increase of 0.040 or more when the final LOS is LOS C.

DISCUSSION AND FINDINGS

A. Project Description

The revised project proposes to expand the existing Los Angeles Convention center by 700,000 square feet over Pico Boulevard connecting the South and West Halls. The newly expanded area would include exhibit space, meeting rooms, multi-purpose space, and other ancillary space. Other elements of the expansion include a new North Lobby, a pedestrian bridge over Chick Hearn Court, the redesign of Gilbert Lindsay Plaza, and a new parking garage above the surface parking lot on Bond Street that would be connected by a bridge over Pico Boulevard to the Cherry Street garage. Vehicular access to the site will be utilizing the existing driveways. The proposed project will provide 3,731 parking spaces in various parking lots. The project is expected to be completed by 2022.

B. Trip Generation

The project is estimated to generate an approximate net increase of 459 trips during the a.m. peak hour and 459 trips during the p.m. peak hour. The trip generation estimates were derived in the 1986 Los Angeles Convention Center Environmental Impact Report for trade and consumer shows. DOT's traffic study guidelines allow projects to reduce their total trip generation to account for potential transit usage to and from the site, and for the internal-trip making opportunities that are afforded by mixed-use projects. Consistent with these guidelines, the estimated trip generation includes trip credits to account for the mixed-use nature of the project, and for the expected transit mode share.

C. Traffic Impact

The revised project does not include the 72,000 seat event center which results in far fewer significant impacts. Additionally, many of the mitigation measures discussed in the certified EIR are no longer required. Therefore, the revised study estimates that the project would result in significant traffic impacts at the following intersections:

- Figueroa Street and Pico Boulevard (AM & PM Peak Hour)
- Figueroa Street and Venice Boulevard (AM & PM Peak Hour)
- Flower Street and Pico Boulevard (PM Peak Hour)
- Flower Street and Venice Boulevard (PM Peak Hour)

Traffic mitigation improvement options at these impacted intersection are limited due to the constraints of the existing physical conditions, so the impact at these intersections will remain significant and unavoidable. It should be noted the traffic analysis did not include the anticipated benefit of the proposed Transportation Demand Management measures (described below), which would reduce the vehicular traffic generated by the project; therefore, the reported project impact is likely overstated.

D. Freeway Analysis

The traffic study included a freeway impact analysis that was prepared in accordance with the State-mandated Congestion Management Program (CMP) administered by the Los Angeles County Metropolitan Transportation Authority (MTA). According to this analysis, the project would not result in significant traffic impacts on any of the evaluated freeway mainline segments. To comply with the Freeway Analysis Agreement executed between Caltrans and DOT in December 2015, the project also submitted a freeway analysis of freeway mainline and ramp segments beyond the CMP requirements. This analysis concluded that for the freeway mainline the Project would not change the level of service at any freeway segment in both the AM and PM peak hours and that the increase in traffic would be negligible or minimal. The increase in traffic would be 0.1 to 0.6 percent in the AM peak hour, and 0.1 to 1.3 percent in the PM peak hour. For freeway off-ramps, the Project would not appreciably increase the queue lengths and would not cause the storage

capacity to be exceeded on any ramp in either peak hour. For freeway on-ramps the analysis concluded that the Project would not cause the capacities of any on-ramp to be exceeded in either the AM or PM peak hours.

PROJECT REQUIREMENTS

A. Transportation Demand Management (TDM) Measures

TDM measures are designed to reduce the use of single occupant vehicles (SOV) by increasing the number of trips by walking, bicycle, carpool, vanpool and transit. The design of the development should contribute to minimizing traffic impacts by emphasizing non-auto modes of transportation. Also, a pedestrian-friendly project with safe and walkable sidewalks should be included in the overall design of this mixed-use project. The following TDM measures should be implemented to encourage the use of active transportation and transit to assist in reducing vehicular traffic and parking generated in the area:

- Provide bulletin boards with transit and rideshare information;
- Provide information about transit options to all new employees;
- Provide a designated parking area for employee carpools and vanpools with spaces signed and striped to meet the employee demand and clearly identify the carpool/vanpool parking area at the driveway;
- Provide information on the bulletin boards about the availability of preferential carpool/vanpool spaces and a description of the method for obtaining permission to use such spaces;
- Provide a minimum vertical clearance of 7 feet 2 inches for all parking spaces and access ways used by vanpool vehicles within the parking structure; and
- Provide bicycle parking.

B. Transportation Systems Management (TSM) Improvements

The project would construct TSM improvements within the project area that may be considered to better accommodate intersection operations and increase network capacity throughout the study area. LADOT's ATSAC Section has identified the following improvement within the project area:

- Install 3" conduit from the communication cabinet at Figueroa Street and Venice Boulevard to the controller cabinet at 9th Street and Figueroa Street (approximately 5,000 ft). The approximate cost of the improvement is $350,000.

This TSM improvement will provide a system wide benefit by reducing delays experienced by motorists at study intersections.

This TSM improvement will be implemented by the applicant through the B-Permit process of the Bureau of Engineering (BOE). TSM improvements must be guaranteed prior to the issuance of any building permit and completed prior to the issuance of any certificate of occupancy. Temporary certificates of occupancy may be granted in the events of any delay through no fault of the applicant, provided that, in each case, the applicant has demonstrated reasonable efforts and due diligence to the satisfaction of DOT.

C. Construction Impacts

DOT recommends that a construction work site traffic control plan be submitted to DOT's Citywide Temporary Traffic Control Section or Permit Plan Review Section for review and approval prior to the start of any construction work. Refer to http://ladot.lacity.org/what-we-do/plan-review to determine which section to coordinate review of the work site traffic control plan. The plan should show the location of any roadway or sidewalk closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties.

D. Improvement Implementation
All proposed traffic systems work within the City of Los Angeles must be guaranteed through BOE's B-Permit process, prior to the issuance of any building permit and completed prior to the issuance of any certificate of occupancy. Prior to setting the bond amount, BOE shall require that the developer's engineer or contractor contact DOT's B-Permit Coordinator, at (213) 972-8685, to arrange a pre-design meeting to finalize the proposed design. Costs related to any relocation of bus zones and shelters, and to modifying or upgrading traffic signal equipment and that are necessary to implement the proposed mitigations shall be incurred by the applicant.

E. Highway Dedication and Street Widening Requirements
Per the new Mobility Element of the General Plan, Figueroa Street is designated a Modified Boulevard II; Pico Boulevard is designated a Modified Avenue II; Chick Hearn Court is designated a Modified Collector; and LA Live Way and Georgia Street are designated as Collectors. The applicant should check with BOE's Land Development Group to determine if other applicable highway dedication, street widening and/or sidewalk requirements for this project.

F. Parking Requirements
As previously indicated, the project proposes to provide a total of provide 3,731 parking spaces throughout the site. The developer should check with the Department of Building and Safety on the number of Code-required parking spaces needed for the project.

G. Driveway Access and Circulation
The conceptual site plans for the development are acceptable to DOT. However, the review of this study does not constitute approval of the driveway dimensions, access and circulation schemes. Those require separate review and approval and should be coordinated as soon as possible with DOT's Citywide Planning Coordination Section (201 N. Figueroa Street, 5th Floor, Room 550, at 213-482-7024). In order to minimize and prevent last minute building design changes, the applicant should contact DOT for driveway width and internal circulation requirements so that such traffic flow considerations are designed and incorporated early into the building and parking layout plans to avoid any unnecessary time delays and potential costs associated with late design changes. All driveways should be Case 2 driveways and 30 feet and 16 feet wide for two-way and one-way operations, respectively, and any security gates should be a minimum 20 feet from the property line. All delivery truck loading and unloading should take place on site with no vehicles having to back into the project via any of the project driveways.

H. Development Review Fees
Section 19.15 of the Los Angeles Municipal Code identifies specific fees for traffic study review, condition clearance, and permit issuance. The applicant shall comply with any applicable fees per this ordinance.

If you have any questions, please contact me at (213) 972-8482.

Attachments

J:\Letters\2019\CEN11-5739_convention center expansion updated study ltr.docx

c: Rob Katherman, Council District 9
Mark Jones, Council District 14
Edward Yu, Central District Office, DOT
Taimour Tanavoli, Citywide Planning Coordination Section, DOT
Matthew Masuda, Central District, BOE
Mike Bates, The Mobility Group

Table 6.1 Future With Project - Intersection Level of Service
AM Peak Hour

8/5/2019

No.	Intersection	Future Without Project Conditions		Future With Project Conditions		Change in V/C	Significant Impact
		V/C	LOS	V/C	LOS		
1	Union Avenue & Olympic Boulevard	0.823	D	0.825	D	0.002	No
2	Union Avenue & Pico Boulevard	0.927	E	0.936	E	0.009	No
3	Blaine Street & Olympic Boulevard	0.888	D	0.890	D	0.002	No
4	Blaine Street & SR-110 SB off-ramp	0.594	A	0.657	B	0.063	No
5	Blaine Street & 11th Street	0.839	D	0.839	D	0.000	No
6	LA Live Way/SR-110 NB on-ramp & Chick Hearn Court	0.554	A	0.571	A	0.017	No
7	LA Live Way & Pico Boulevard	1.016	F	1.016	F	0.000	No
8	SR-110 NB off-ramp/LA Live Way & Bond Street	0.541	A	0.559	A	0.018	No
9	Georgia Street & James Wood Boulevard	0.661	B	0.661	B	0.000	No
10	Georgia Street & Olympic Bloulevard	0.619	B	0.621	B	0.002	No
11	Convention Center Dr & Venice Boulevard	0.370	A	0.470	A	0.100	No
12	Francisco Street & James M Woods Boulevard	0.732	C	0.732	C	0.000	No
13	Francisco Street & Olympic Boulevard	0.547	A	0.549	A	0.002	No
14	Figueroa Street & James M Woods Boulevard	0.886	D	0.887	D	0.001	No
15	Figueroa Street & Olympic Boulevard	1.156	F	1.157	F	0.001	No
16	Figueroa Street & Chick Hearn Court	0.831	D	0.835	D	0.004	No
17	Figueroa Street & 12th Street	0.596	A	0.600	B	0.004	No
18	Figueroa Street & Pico Boulevard	0.977	E	1.003	F	0.026	Yes
19	Figueroa Street & Venice Boulevard	0.932	E	0.966	E	0.034	Yes
20	Figueroa Street & Washington Boulevard	0.993	E	0.999	E	0.006	No
21	Flower Street & 9th Street	0.438	A	0.442	A	0.004	No
22	Flower Street & Olympic Boulevard	0.801	D	0.801	D	0.000	No
23	Flower Street & 11th Street	0.337	A	0.344	A	0.007	No
24	Flower Street & 12th Street	0.209	A	0.216	A	0.007	No
25	Flower Street & Pico Boulevard	0.767	C	0.779	C	0.012	No
26	Flower Street & Venice Boulevard	0.631	B	0.634	B	0.003	No

Table 6.1 Future With Project - Intersection Level of Service
AM Peak Hour

8/5/2019

No.	Intersection	Future Without Project Conditions		Future With Project Conditions		Change in V/C	Significant Impact
		V/C	LOS	V/C	LOS		
27	Flower Street & 18th Street	0.250	A	0.252	A	0.002	No
28	Flower Street & Washington Boulevard	0.504	A	0.506	A	0.002	No
29	Grand Avenue & Olympic Boulevard	0.561	A	0.561	A	0.000	No
30	Grand Avenue & 11th Street	0.375	A	0.377	A	0.002	No
31	Grand Avenue & 12th Street	0.355	A	0.356	A	0.001	No
32	Grand Avenue & Pico Boulevard	0.874	D	0.889	D	0.015	No
33	Grand Avenue & Venice Boulevard	0.443	A	0.448	A	0.005	No
34	Grand Avenue & 17th Street	0.908	E	0.913	E	0.005	No
35	Grand Avenue & 18th Street	0.583	A	0.585	A	0.002	No
36	Olive Street & Olympic Boulevard	0.897	D	0.901	E	0.004	No
37	Olive Street & 11th Street	0.447	A	0.447	A	0.000	No
38	Olive Street & 12th Street	0.469	A	0.469	A	0.000	No
39	Olive Street & Pico Boulevard	0.881	D	0.883	D	0.002	No
40	Olive Street & Venice Boulevard	0.563	A	0.583	A	0.020	No
41	Olive Street & 17th Street	0.862	D	0.879	D	0.017	No
42	Olive Street & 18th Street	0.607	B	0.612	B	0.005	No
43	Hill Street & 17th Street	0.766	C	0.779	C	0.013	No
44	Hill Street & 18th Street	0.595	A	0.595	A	0.000	No
45	Broadway & 17th Street	0.649	B	0.663	B	0.014	No
46	Broadway & 18th Street	0.536	A	0.539	A	0.003	No
47	Main Street & 17th Street	0.767	C	0.779	C	0.012	No
48	Main Street & 18th Street	0.680	B	0.680	B	0.000	No
49	Los Angeles Street & 17th Street	0.535	A	0.547	A	0.012	No
50	Los Angeles Street & 18th Street	0.719	C	0.719	C	0.000	No

Table 6.2 Future With Project - Intersection Level of Service
PM Peak Hour

8/5/2019

No.	Intersection	Future Without Project Conditions		Future With Project Conditions		Change in V/C	Significant Impact
		V/C	LOS	V/C	LOS		
1	Union Avenue & Olympic Boulevard	0.873	D	0.874	D	0.001	No
2	Union Avenue & Pico Boulevard	0.935	E	0.935	E	0.000	No
3	Blaine Street & Olympic Boulevard	0.849	D	0.852	D	0.003	No
4	Blaine Street & SR-110 SB off-ramp	0.434	A	0.445	A	0.011	No
5	Blaine Street & 11th Street	1.263	F	1.263	F	0.000	No
6	LA Live Way/SR-110 NB on-ramp & Chick Hearn Court	0.479	A	0.482	A	0.003	No
7	LA Live Way & Pico Boulevard	0.918	E	0.920	E	0.002	No
8	SR-110 NB off-ramp/LA Live Way & Bond Street	0.546	A	0.624	B	0.078	No
9	Georgia Street & James Wood Boulevard	0.743	C	0.743	C	0.000	No
10	Georgia Street & Olympic Bloulevard	0.765	C	0.766	C	0.001	No
11	Convention Center Dr & Venice Boulevard	0.345	A	0.403	A	0.058	No
12	Francisco Street & James M Woods Boulevard	0.871	D	0.871	D	0.000	No
13	Francisco Street & Olympic Boulevard	0.699	B	0.701	C	0.002	No
14	Figueroa Street & James M Woods Boulevard	1.320	F	1.328	F	0.008	No
15	Figueroa Street & Olympic Boulevard	1.435	F	1.444	F	0.009	No
16	Figueroa Street & Chick Hearn Court	0.840	D	0.849	D	0.009	No
17	Figueroa Street & 12th Street	0.555	A	0.565	A	0.010	No
18	Figueroa Street & Pico Boulevard	1.408	F	1.426	F	0.018	Yes
19	Figueroa Street & Venice Boulevard	1.487	F	1.514	F	0.027	Yes
20	Figueroa Street & Washington Boulevard	1.003	F	1.008	F	0.005	No
21	Flower Street & 9th Street	0.736	C	0.737	C	0.001	No
22	Flower Street & Olympic Boulevard	1.249	F	1.251	F	0.002	No
23	Flower Street & 11th Street	0.769	C	0.773	C	0.004	No
24	Flower Street & 12th Street	0.502	A	0.506	A	0.004	No
25	Flower Street & Pico Boulevard	1.440	F	1.460	F	0.020	Yes
26	Flower Street & Venice Boulevard	1.611	F	1.624	F	0.013	Yes

Table 6.2 Future With Project - Intersection Level of Service
PM Peak Hour

8/5/2019

No.	Intersection	Future Without Project Conditions		Future With Project Conditions		Change in V/C	Significant Impact
		V/C	LOS	V/C	LOS		
27	Flower Street & 18th Street	0.757	C	0.771	C	0.014	No
28	Flower Street & Washington Boulevard	0.896	D	0.896	D	0.000	No
29	Grand Avenue & Olympic Boulevard	0.819	D	0.822	D	0.003	No
30	Grand Avenue & 11th Street	0.766	C	0.767	C	0.001	No
31	Grand Avenue & 12th Street	0.568	A	0.569	A	0.001	No
32	Grand Avenue & Pico Boulevard	1.152	F	1.157	F	0.005	No
33	Grand Avenue & Venice Boulevard	0.567	A	0.581	A	0.014	No
34	Grand Avenue & 17th Street	1.069	F	1.074	F	0.005	No
35	Grand Avenue & 18th Street	0.722	C	0.725	C	0.003	No
36	Olive Street & Olympic Boulevard	0.875	D	0.877	D	0.002	No
37	Olive Street & 11th Street	0.573	A	0.574	A	0.001	No
38	Olive Street & 12th Street	0.483	A	0.485	A	0.002	No
39	Olive Street & Pico Boulevard	0.927	E	0.935	E	0.008	No
40	Olive Street & Venice Boulevard	0.601	B	0.610	B	0.009	No
41	Olive Street & 17th Street	0.874	D	0.878	D	0.004	No
42	Olive Street & 18th Street	0.654	B	0.657	B	0.003	No
43	Hill Street & 17th Street	0.787	C	0.789	C	0.002	No
44	Hill Street & 18th Street	0.758	C	0.758	C	0.000	No
45	Broadway & 17th Street	0.738	C	0.743	C	0.005	No
46	Broadway & 18th Street	0.743	C	0.743	C	0.000	No
47	Main Street & 17th Street	0.775	C	0.777	C	0.002	No
48	Main Street & 18th Street	0.740	C	0.740	C	0.000	No
49	Los Angeles Street & 17th Street	0.691	B	0.693	B	0.002	No
50	Los Angeles Street & 18th Street	0.908	E	0.908	E	0.000	No