0150-10912-0001

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
Deborah Flint, Chief Executive Officer Department of Airports	3/15/17	17-0185
FROM The Mayor		COUNCIL DISTRICT 11

Request to Approve the Annual Work Plan and Related Actions to Support the Landside Access Modernization Program at the Los Angeles International Airport

Transmitted for further processing, including Council consideration. See the City Administrative Officer report attached.

MAYOR

(Ana Guerrero)

RHL:WDC: 10170096t

CAO 649-d

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: March 10, 2017

CAO File No. 0150-10912-0001
Council File No. 17-0185
Council District: 11

To: The Mayor

From: Richard H. Llewellyn, Jr., Interim City Administrative Officer

Reference: Transmittal from the Department of Airports dated February 16, 2017; referred by the Mayor for report on February 16, 2017

Subject: **REQUEST TO APPROVE THE ANNUAL WORK PLAN AND RELATED ACTIONS TO SUPPORT THE LANDSIDE ACCESS MODERNIZATION PROGRAM AT THE LOS ANGELES INTERNATIONAL AIRPORT**

RECOMMENDATIONS

That the Mayor:

1. Approve the Board of Airport Commissioners' request to execute the 2017 City of Los Angeles Annual Work Plan for the Landside Access Modernization Program (LAMP) to provide dedicated staff from multiple City departments to support and expedite the various projects that comprise the LAMP for an initial not-to-exceed cost of $3,200,000 for calendar year 2017 reimbursable by the Los Angeles World Airports;

2. Request the Department of Water and Power's Board of Commissioners to authorize by resolution 0.5 position of Waterworks Engineer and 0.5 position of Electrical Engineer through June 30, 2017, in support of LAMP;

3. Authorize Resolution Authority for the following positions for the period February 2, 2017 through June 30, 2017, subject to position allocation by the Personnel Department:

Department of Building and Safety

No.	Class Code	Class Title
1	7244-2	Building Civil Engineer II

Planning Department

No.	Class Code	Class Title
1	7946	Principal City Planner

Bureau of Engineering

No.	Class Code	Class Title
1	7237	Civil Engineer

Bureau of Street Lighting

No.	Class Code	Class Title
1	7537	Street Lighting Engineer

Department of Transportation

No.	Class Code	Class Title
1	7280-3	Transportation Engineering Associate III

4. Return the proposed Annual Work Plan to the Department for further processing, including Council consideration.

SUMMARY

The Landside Access Modernization Program (LAMP) projects at the Los Angeles International Airport (LAX) are complex, multi-year undertakings that include the Automated People Mover (both operating systems and fixed facilities), two Intermodal Transportation Facilities, a Consolidated Rent-A-Car Center, Central Terminal Area parking structures, pedestrian bridges, and various roadway improvements (see Attachment A) that span the period between 2015 and 2023 with a multi-billion dollar estimated cost.

The proposed Annual Work Plan and $3,200,000 appropriation were approved by the Board of Airport Commissioners (Board) at its meeting of February 2, 2017. An initial appropriation of $10,000,000 for site surveys; engineering services; plan checks; permit fees; services provided by non-City agencies such as Metro, Caltrans, the County of Los Angeles, and various utilities; etc. was approved by the Board in June 2016.

The Chief Executive Officer of the Los Angeles World Airports (LAWA; Department) requests approval of the proposed Annual Work Plan that designates staff from at least 10 City departments and bureaus to support, expedite, and help coordinate the various projects that constitute the LAMP. At a not-to-exceed cost of $3,200,000 for calendar year 2017, it will allow staff, whether fractional equivalents or full-time, to support the LAMP projects in the following manner:

- Participate in the LAMP Working Group in accordance with the Memorandum of Understanding established between LAWA and the various supporting departments
- Provide advice and information for the Request for Proposals process
- Facilitate communication and problem resolution
- Expedite reviews and approvals for project planning, design, permit acquisition, and construction
- Expedite inspections
- Ensure consistency and uniformity of design standards and City processes and procedures
- Ensure on-time delivery of the various components of the LAMP projects
- Participate in various aspects of the quality assurance process
- Establish single-points-of-contact, where necessary
- Assist with procurement of both services and materials

In addition to the Annual Work Plan, which will be re-negotiated each year based upon changing staff requirements, LAWA has, with the assistance of the Mayor's Office of Economic Development, developed a Master Memorandum of Understanding with 10 supporting City departments to promote coordination between airport staff, City staff, and the developers in an effort to expedite and coordinate multiple elements of the LAMP projects. This Memorandum has been executed by all parties (see Attachment B).

Significant Memorandum of Understanding provisions to consider include the following:

Section 3.10 *Betterments* (value-enhancing capital improvements): Costs for capital improvements made in connection with the LAMP projects that are done at the request of the City will be paid for by the City. Payment will be in the form of a funds transfer or a credit against monies owed to the City by LAWA under the terms of the MOU.

Section 4.2 *Use of Property for Temporary LAWA Facilities*: The City has agreed to allow LAWA and its Contractor to use lands owned or controlled by the City for construction-related purposes free of charge. The Department will reimburse the City for costs incurred to make the land available and will restore the area to its original condition upon vacating the land.

Section 8.2 *Reimbursement for Abandoned Facility*: In the event that an existing City facility is no longer needed as a consequence of the LAMP projects, LAWA will not be required to replace or compensate the City for the "Conflicting Facility" except for the necessary costs associated with properly abandoning the facility, including those costs related to environmental hazards on, in, under, or about the Facility.

Section 9 *Reimbursements and Credits to LAWA*: Credits or payments, as applicable, will be due to LAWA from the City for costs incurred to salvage materials from a Conflicting Facility—plus storage and transportation costs, the cost of design and construction of Betterment facilities, and direct and indirect costs attributable to the work performed.

Section 10.5 *Procedures for City Billings to LAWA*: When mutually agreed to by LAWA and the affected City department(s), bills for LAMP-related work may be consolidated with those of other City departments and submitted through the Office of the City Administrative Officer.

In that the authority to employ Department of Water and Power (DWP) staff is governed by the Department's Board of Commissioners, a recommendation is included requesting the Board's approval of the two proposed half-time positions to be dedicated to the LAMP projects support.

The requested 7.5 full-time equivalent positions located in 10 City departments and bureaus (see Attachment C) will begin work as soon as they are authorized by Council, with the exception of the DWP positions. Since the positions were not included in departments' 2016-17 budgets, and due to the fact that they are needed immediately to ensure that LAWA is able to adhere to its project development schedules, these resolution authority positions are being requested at this time. Estimated costs include salaries, cost of living adjustments, overtime, fringe benefits, overhead, and

reimbursable costs (e.g., mileage, printing, etc.).

LAWA and the various departments reached agreement on the resources needed to support LAMP, as specified in the Board report. As part of the review process, this Office worked with the various departments to determine which positions require new resolution authorities or if the estimated workload can be absorbed by existing resources. Based on this review, this Office recommends five new resolutions authorities on an interim basis. For those departments with partial full-time equivalents (FTEs), the balance of the funding needed to cover the remainder of the FTE will be absorbed by the department's budget and no new appropriations are needed. Continuation of these resolution authorities will be addressed as part of the Fiscal Year 2017-18 budget.

The Annual Work Plan is based on a calendar year basis. The MOU includes provisions indicating that the parties could mutually agree to move the Annual Work Plan to a fiscal year basis to coincide with the City's fiscal year. This Office encourages the parties to move to a fiscal year basis to facilitate the approval of resources as part of the City's annual budget process.

FISCAL IMPACT STATEMENT

Approval of the proposed Work Plan and staffing will have no impact on the City's General Fund. The $3,200,000 cost for staff dedicated to the LAMP projects and their associated cost of living adjustments, overtime, fringe benefits, overhead, and reimbursable costs will be allocated from the LAX Revenue Fund to fully reimburse the affected City departments. The Department of Airport's expenditures will be subsequently recovered from airport landing fees, terminal rates and charges, and non-aeronautical revenues (e.g., food/beverage, retail, rental cars, etc.). This action complies with the Department of Airports' adopted Financial Policies.

Attachments

RHL:WDC:10170096

ATTACHMENT A

List of LAX Landside Access Modernization Program

Landside Automated People Mover System

- APM Operating System
  - Vehicles/rolling stock,
  - Train control/communications,
  - Guidance system,
  - Power distribution system,
  - Station and wayside equipment
  - Other equipment

- APM Fixed Facilities
  - Guideway Structure
  - APM Stations including passenger amenities
  - APM Maintenance and Storage Facility
  - APM Power Distribution System substation structures
- Pedestrian Walkways and Connections
- Central Terminal Area Parking Facilities
- Terminal Interfaces and Integration
- Integration with proposed 96th Street Metro Station
- Enabling Projects, including Demolition and Relocation of existing facilities
- Utilities

Consolidated Rent-A-Car (CONRAC) Facility

- Customer Service Building, including passenger amenities
- Ready Return and Storage Areas
- Quick Turn Around Facilities
- Vehicle Access Ramps and Roads
- Enabling Projects, including Demolition and Relocation of existing facilities
- Utilities

Multi-Modal Facilities

- APM Stations
- Vehicle Access Ramps, Roads, and Curbs
- Pedestrian Facilities
- Passenger Amenities

Roadway Improvements

- New Ramps, roads, and curbs
- Demolition, modification, or relocation or existing ramps, roads, and curbs
- Utilities

ORIGINAL

ATTACHMENT B

MASTER MEMORANDUM OF UNDERSTANDING

FOR PROJECT DELIVERY OF THE LOS ANGELES WORLD AIRPORTS LANDSIDE ACCESS MODERNIZATION PROJECT

BY AND BETWEEN

THE CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS

AND

THE CITY OF LOS ANGELES DEPARTMENTS

ORIGINAL

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MASTER MEMORANDUM OF UNDERSTANDING

FOR PROJECT DELIVERY OF THE LOS ANGELES WORLD AIRPORTS LANDSIDE ACCESS MODERNIZATION PROJECT

BY AND BETWEEN

THE CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS

AND

THE CITY OF LOS ANGELES (INCLUDING THE CITY DEPARTMENTS):

THIS MASTER MEMORANDUM OF UNDERSTANDING FOR PROJECT DELIVERY OF THE LOS ANGELES WORLD AIRPORTS LANDSIDE ACCESS MODERNIZATION PROJECT, dated _____, 2017 (the "Agreement") is made by and between the City of Los Angeles Department of Airports, known as Los Angeles World Airports ("LAWA") and the City of Los Angeles ("City") (including the "City Departments" as defined in Article 1, Section 1.3). As used in this Agreement, terms identified by initial capital letters shall have the meanings set forth in Article 1, Section 1.3, or as elsewhere provided in this Agreement.

RECITALS

A. LAWA is currently in the environmental and entitlement planning phase for the Landside Access Modernization Project ("LAMP") consisting of the Automated People Mover ("APM") system, two Intermodal Transportation Facilities ("ITF"), a Consolidated Rental Car Facility ("CONRAC"), and roadway improvements (each individually a "Project," and collectively "Projects"). The LAMP is a high priority for LAWA and the City.

B. LAWA will use various project delivery methods for the LAMP, which may include (i) design, build, finance, operate and maintain ("DBFOM") (ii) design, build, operate and maintain, ("DBOM") (iii) design/build ("DB"), and (iv) traditional design-bid-build ("DBB"). Each entity contracted by LAWA to deliver a Project is referred to herein as the "Contractor", and each agreement between LAWA and a Contractor is referred to herein as a "Contract," regardless of the delivery method LAWA uses for the particular Project.

C. Successful Project delivery using the various project delivery methods requires extraordinary coordination among LAWA, the other City Departments and the Contractor(s), and an accelerated, coordinated and joint design review and plan check process to minimize delays. Uncertainty regarding the time required for review of submittals and issuance of comments and approvals by City Departments would increase Project costs and potentially delay Project delivery. Therefore, LAWA and City Departments desire to enter into this Agreement to establish processes to enhance cooperation and coordination among LAWA, other City Departments and LAWA's Contractors to facilitate efficient, cost effective delivery of the LAMP and Rearrangements of and Betterments to City Facilities occasioned by the LAMP.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, LAWA and City agree as follows:

ARTICLE 1.

GENERAL PROVISIONS

1.1 Purpose and Scope of Agreement

1.1.1 The purpose of this Agreement is to continue and expand upon the partnership between LAWA and the City by establishing and engaging in a cooperative process for the analysis, planning, programming, design, permitting and construction of the LAMP.

1.1.2 This Agreement establishes (a) the Parties' overall commitment to a cooperative process for LAMP delivery, (b) a process for coordination during the LAMP planning and preliminary design phase, including the early enabling projects, and refinement of processes and procedures to implement in later stages of the Project development process, including a Pre-Application Review Program ("PARP"), (c) a process for coordinated Design Review, and implementation of a Parallel Design-Permitting Program ("PDPP") to streamline and expedite design and plan check review and permit issuance; (d) the terms pursuant to which the City Departments will provide dedicated staff as necessary to provide engineering, technical, analytical, and administrative support services as requested by LAWA to expedite Project design and construction, (e) a process for identifying, planning, designing and effecting Rearrangements of City Facilities necessitated by a Project and Betterments desired by City in connection with a Project, (f) a process for Contractors' use of City rights of way for project construction and operations, and for vacation of certain interests in real property as necessary to accommodate the LAMP, and (g) the manner in which LAWA and City Departments will be reimbursed, when applicable, for their respective costs of such activities.

1.2 Duration of Agreement

The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate upon completion of the LAMP project.

1.3 Definitions

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

1.3.1 Annual Work Plan means a work plan mutually agreed to annually by LAWA and City for each Project, specifying the work that City will be required to provide to the Project during the applicable year, in accordance with the provisions of Section 10.2.

1.3.2 Baseline Project is defined in Section 3.1.3.

1.3.3 BCA means the City of Los Angeles Bureau of Contract Administration.

1.3.4 BCA Final Inspector means the BCA employee who is responsible for ensuring that all work has been acceptably completed in accordance with plans, specifications and all other contract requirements.

1.3.5 BCA Materials Control Section means the Materials Control Section of the General Services Division of the BCA, which is responsible for inspection and quality assurance of off-site material sources and fabrication and manufacturing processes of components and materials incorporated into improvements at the job site.

1.3.6 Betterment means an upgrade to an existing facility, Replacement Facility, or component thereof, requested by City and agreed to by LAWA (whether constructed by LAWA or by another City Department or by their respective contractors), which will increase or upgrade the service capacity, capability, appearance, efficiency or function of such Replacement Facility over that which was provided by the corresponding Conflicting Facility ("upgrade") or an enhancement to the Baseline Project which is beyond the current scope of the Project or Project limits. However, the following shall not be considered Betterments:

(a) An upgrade resulting from Design or Construction in accordance with the applicable City Standards.

(b) Measures to mitigate environmental impacts identified in the LAMP's Final Environmental Impact Report or Environmental Assessment and any supplemental environmental reports.

(c) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size.

(d) Improvements or repairs to any facility necessitated by damage or degradation due to increased use during construction or that may otherwise qualify as a rearrangement under 1.3.58.

1.3.7 BSL means the City of Los Angeles, Bureau of Street Lighting.

1.3.8 City means the City of Los Angeles, California, including, but not limited to, its officers, boards, departments, utilities, bureaus, staff and agents, but excluding LAWA. When the context requires, City also means the City Departments.

1.3.9 City Comment Due Date means 20 Working Days from receipt of documents for Design Review.

1.3.10 City Departments means all of the departments of the City (other than LAWA) that may be required to review and comment on a LAMP Project Design, issue any permits or approvals with respect to a LAMP Project, or provide any services in connection with the design, construction, financing, operation and/or maintenance of a LAMP Project, and any Rearrangements or Betterments in connection therewith, including the Department of City Planning ("LADCP"), the Department of Public Works (including the Bureau of Street Services, Bureau of Street Lighting, Bureau of Engineering, Bureau of Sanitation, and Bureau of Contract Administration, collectively "LADPW"), the Department of Building and Safety ("LADBS"), the Fire Department ("LAFD"), the Department of Transportation ("LADOT"), and the Department of Water and Power ("LADWP"). Other City departments may be involved in aspects of the LAMP Project at some point during the Project design or construction but may not be signatories on this Master MOU. In such event, when applicable City and LAWA shall endeavor to coordinate their efforts with such other City departments in order to achieve the goals of this Agreement as if such other City departments were parties. If necessary, these City Departments shall cooperate in amending this Agreement to add such other City departments as signatories upon LAWA's request.

1.3.11 City Facility means real or personal property located within or near a LAMP Project, such as structures, improvements, and other properties, which is under the ownership or operating jurisdiction of City, and shall include, but not be limited to, public streets, highways, bridges, retaining walls, alleys, storm drains, sanitary sewers, water, electric utility lines and appurtenances, survey monuments, parking lots, public landscaping and trees, traffic control devices, lighting equipment, and public police and fire alarm systems.

1.3.12 City Project means the construction by, or at the direction of LAWA or the City of a new facility, other than as the result of a Rearrangement.

1.3.13 City Representative means, for each Project, the person or the persons designated by the Deputy Mayor of the City, or the holder of a specified office or position, responsible for (i) managing and coordinating the interaction among the City, LAWA and the Contractor(s), (ii) ensuring that the City provides required assistance of staff, and (iii) coordinating review of submittals and issuance of comments and approvals to ensure that the City complies with the procedures established in this Agreement. The initial appointment of the City Representative(s) is set forth in Exhibit A. The City Representative shall participate in both the Coordination Committee and the Oversight Committee.

1.3.14 City Rights-of-Way means public streets and public easements as per Section 62.00 of the Los Angeles Municipal Code (LAMC).

1.3.15 City Standards means those City design standards and ordinances that are within the City's control,

1.3.16 Conflicting Facility means an existing City Facility, which LAWA and City determine is so situated as to require Rearrangement in order to construct or operate a LAMP Project without adversely impacting the maintenance of that City Facility.

1.3.17 Construction means work of removal, demolition, replacement, restoration, alteration, realignment, building, fabrication, landscaping, supporting or relocation, of all new facilities to be constructed, systems, and equipment to be procured and installed that are necessary to operate and maintain a Project.

1.3.18 Contract means an agreement between LAWA and a Contractor for a Project.

1.3.19 Contractor means an entity contracted by LAWA to deliver a Project.

1.3.20 Coordination Committee ("CC") is defined in Section 2.1.1.

1.3.21 Cost means all eligible direct and indirect costs as further defined in Article 8 for costs incurred by City, and in Article 9 for costs incurred by LAWA.

1.3.22 Day or day means calendar days, except that if the date to perform falls on a non-Working Day, such act or notice may be performed on the next Working Day.

1.3.23 DB means the design/build method of project delivery.

1.3.24 DBB means the design-bid-build method of project delivery.

1.3.25 DBFOM means the design-build-finance-operate-maintain method of project delivery.

1.3.26 DBOM means the design-build-operate-maintain method of project delivery.

1.3.27 Design means engineering, architectural, and other submittals and the resulting maps, plans, drawings, computer generated design files, software (City Department Specific software requirements are set forth in Appendix 1. City Department Specific Requirements), estimates, specifications and special provisions for a project, including those which are necessary for the elimination of conflicts, and applications for issuance of permits for construction of Projects and the Rearrangements and Replacement Facilities, providing protection for the existing facilities under the terms of this Agreement. Design submittal requirements, including but not limited required formats and software, differ among the various City Departments.

1.3.28 Design Development means the phase of the Design process, which validates schematic design concepts and system criteria and develops a clear indication of design solutions for requirements outlined in the Preliminary Engineering Design phase. At the completion of Design Development, major features of the architectural, structural Design and third party interfaces have advanced in conjunction with performance specifications, thereby providing the basis for Final Design. This is further defined in Article 3.

1.3.29 Design Review means the process of critical evaluation of plans and specifications by LAWA and the City which are necessary for the construction of the Project.

1.3.30 Effective Date shall mean the date set forth in the preamble to this Agreement.

1.3.31 Existing City Department Staffing Agreements is defined in Section 2.2.

1.3.32 Expired Service Life Value is defined in Section 9.5.

1.3.33 Final Correction List means the itemized list of work necessary to complete the Project that must be completed by the Contractor to obtain a Statement of Completion from the BCA Final Inspector.

1.3.34 Final Design means the phase of the Design process, which provides the detailed design and technical specifications for all temporary and permanent project facilities. This phase addresses and resolves all Design Review comments, construction issues, and third party comments and finalizes all engineering, architectural, and systems of such phase of the Design process necessary for complete construction documents. The detailed Final Design may be furnished either by a Contractor or by the LAWA's design consultant/engineer. Following review and comments the contractor or LAWA's engineer will make the necessary changes and sign and seal as "Engineer of Record".

1.3.35 Fiscal Year means each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

1.3.36 Inspection Case Manager means a single point-of-contact for the City appointed by the Department of Building and Safety to assist LAWA and the Contractor in navigating efficiently through the City's regulatory procedures and policies, to partner with construction teams and utilize a series of "all-hands" meetings prior to, and during construction, to collaborate on construction timelines, overlapping inspection disciplines and technical problems and the facilitation of Certificates of Occupancy.

1.3.37 Issue Resolution Ladder means the document identifying the Project(s) team members of each City Department and Contractor from the project level to executive management. This document designates the individual

who can resolve issues that are elevated if those issues are not resolved at a lower level (see Exhibit E).

1.3.38 Issue Resolution Policy means the rules and procedures used in conjunction with the Issue Resolution Ladder (Exhibit E).

1.3.39 LADOT means Los Angeles Department of Transportation.

1.3.40 LAMP Project is defined in Recital B.

1.3.41 LAMP Project Facility means a facility under the ownership or operating jurisdiction of LAWA, which is a component of a Project.

1.3.42 LAWA means the City of Los Angeles Department of Airports.

1.3.43 LAWA Construction Inspection Coordinator means the LAWA employee who will coordinate the final inspection by the BCA Final Inspector, engineer, designer, architect, construction and maintenance and Contractor.

1.3.44 LAWA Representative means, for each Project, the person or persons designated by the Chief Executive Officer of LAWA, or the holder of a specified office or position, responsible for managing and coordinating LAWA interaction with the City, overseeing the coordination effort among LAWA, the City and Contractors, and issuing Work Orders. The initial appointment of the LAWA Representative(s) is set forth in Exhibit A. The LAWA Representative shall participate in both the Coordination Committee and the Oversight Committee.

1.3.45 Lead Inspector means an inspector appointed by BCA responsible for assuring coordination with BCA staff, facilitates identification, elevation and resolution of issues using the partnering process issue resolution policy and Ladder (Exhibit E).

1.3.46 Milestone Design Submittals means a Contractor's preliminary and pre-final Design submittals required for a Project (e.g., 30%, 60%, 85%, 95% or such other percentage completion milestone at which the Contract for a particular Project requires Contractor to obtain official approval of plans)

1.3.47 Oversight Committee is defined in Section 2.2.

1.3.48 Parallel Design Permitting Process ("PDPP") means the City's program that offers major projects the convenience of being designed and plan checked at the same time in order to shorten permitting time.

1.3.49 Partial Design Submittal means a submittal reflecting a complete segment or segments of a Project Design Submittal containing work related to City Facilities within the area to be reconstructed or rearranged, prior to submittal of a fully integrated Project Design to the City, including all proposed

reconstruction and rearrangements for Streets, Sanitary Sewer, Storm Drain, Traffic Management, Striping, Traffic Signalization, Street Lighting, and composite Utility Relocation plans.

1.3.50 Parties means LAWA, City and the City Departments collectively, and "Party" means each of LAWA, City and each City Department individually.

1.3.51 PDPP Notification Matrix means the "PDPP Notification Matrix" attached to the Parallel Design Permitting Process, identifying, and providing telephone numbers for those individuals or departments to which LAWA and its contractors should provide notices as required, set forth in Exhibit B.

1.3.52 Permit means a permit issued pursuant to Los Angeles Municipal Code Section 62.106.b for design or construction, or design and construction, of extensive public works improvements, covering plan check engineering, installation of control devices installed by the permittee, inspection, and testing during construction. Information regarding possible permits that may be required for a Project are listed at: "http://eng.lacity.org/permits" and http://www.ladbs.org/forms-publications/forms/permit-applications.

1.3.53 Pre-Application Review Program is defined in Section 3.3.1.

1.3.54 Pre-Final Design Submittal means the Contractor's submittal of the completed design drawings, specifications, and pertinent documentation for review, comment, and approval by LAWA and the City. Submittals may be in the form of segments, or portions of the Project. This is further defined in Article 3.

1.3.55 Preliminary Engineering (PE) Design means the phase of the Design process which takes a Project from a conceptual state to a level of Project Design definition that describes the project technical and architectural approach in order to address environmental and community impacts, interfaces with utilities and existing infrastructure/facilities, operational characteristics, an estimate of project costs and a project execution schedule. The Preliminary Engineering Design phase is initiated concurrent with or at the conclusion of the Draft Environmental Impact Statement and Draft Environmental Impact Report and after the selection of the locally preferred alignment. It may also reflect mitigations committed to by the LAWA but not yet included in the DEIS/DEIR.

1.3.56 Project is defined in Recital A.

1.3.57 Protection in Place means activity necessary to ensure the safe operation and structural integrity of a utility that will not be removed or transferred to another location, including without limitation, modification of location (such as supporting the utility from hangers); construction staking of the utility location during Project-related construction; adjustment of Relocation plans to avoid exposing a utility to construction equipment; installing steel plating or concrete

slabs; encasement of the Utility; temporarily de-energizing power lines; or installing physical barriers.

1.3.58 Rearrangement means the work of removal, replacement, restoration, alteration, reconstruction, support or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary, which LAWA and the City determine must be rearranged in order to design, build, and/or operate a project. It is also used for the work of installing new and required City infrastructure due to the impact of LAMP construction.

1.3.59 Replacement Facility means . a facility, which may be constructed or provided under the terms of this Agreement as a consequence of the Rearrangement of a Conflicting Facility or portion thereof, and which meets applicable City Standards as set forth herein.

1.3.60 Statement of Completion means a statement issued by the BCA Final Inspector indicating that all work has been acceptably completed for the relevant Project.

1.3.61 Street Lighting System is defined as a complete lighting system to illuminate City, public roadways, detour roadways, sidewalks, detour sidewalks, bridges, underpasses, overpasses, walkways and other public improvements to meet applicable City Standards as set forth herein. Street Lighting System components include, but are not limited to, poles, foundations, luminaries, lamps, pull boxes, conduit, wires, service points and other related equipment.

1.3.62 Temporary Facility is defined as a facility constructed for the purpose of ensuring continued service while a Conflicting Facility is taken out of full or partial service while it undergoes its permanent Rearrangement and/or any work on a City Facility to accommodate the construction of a Project, but which will be removed or restored to its original condition after such construction activities are completed.

1.3.63 Traffic Circulation Plan ("TCP") means a plan that addresses operation along an alternate route which bypasses a work area, or multiple intersections affected by concurrent Construction, by means of striping, signing, signals, delineators, barricades, warning lights or other traffic control devices.

1.3.64 Traffic Management Plan is defined as a plan that addresses traffic control requirements in Construction areas through a Worksite Traffic Control Plan, and along detour routes through a Traffic Circulation Plan.

1.3.65 Work Order is defined as that document which LAWA shall issue to each appropriate City department, bureau, division or other constituent entity authorizing funding for a defined scope for performance of Design, Design Review, inspection, Construction, and/or supply of materials and equipment

under the terms and conditions of this Agreement, which will become effective with City acceptance by signing off on the Work Order.

1.3.66 Working Days is defined as any calendar day excluding Saturdays, Sundays and those legal holidays identified in Los Angeles Administrative Code, Article 9, Section 4.119.

1.3.67 Working Group is defined as and used interchangeably with the term "Coordination Committee".

1.3.68 Worksite Traffic Control Plan ("WTCP") means a site-specific Design for temporary traffic control and diversion of vehicular and pedestrian traffic through or adjacent to a work area, incorporating base conditions, temporary conditions, construction impact areas, and all temporary/permanent traffic controls and advisory signage.

ARTICLE 2.
COORDINATION AND OVERSIGHT COMMITTEES

2.1 Establishment of Coordination Committee and Oversight Committee Coordination Committee

2.1.1 LAWA and City shall establish a Coordination Committee ("CC") also known as the Working Group, comprised of designated mid-level managers from each of the City Departments to serve as a working group to advise and guide the Contractor, ensure that the City Departments are coordinating their respective review of submittals and comments, resolve issues, and ensure that aspects of Project development within City's control keep on track with the Project schedule. The CC will meet monthly, or more frequently as deemed necessary by the LAWA Representative or the City Representative, to discuss design and engineering issues for the LAMP, and to attempt to resolve any issues elevated to Level III of the Issue Resolution Ladder as provided in Article 11. The General Manager of each City Department shall appoint a representative to the CC who shall coordinate its Department's participation in the CC's planning and coordination efforts for the LAMP.

2.1.2 The LAWA Representative shall serve as chairperson of the CC, and shall circulate an agenda to committee members at least five (5) days in advance of each CC meeting, and the CC representative from each City Department shall ensure that key representatives from its staff attend the CC meeting based upon the specific issues that will be discussed at such meeting and the expertise required to resolve the issues identified in the agenda. The LAWA Representative shall circulate draft meeting notes for review and comment within 5 Working Days of the meeting, and final meeting notes at least a week prior to the next monthly meeting.

2.2 Oversight Committee

2.2.1 LAWA and City shall establish an Oversight Committee ("OC") comprised of a LAWA Deputy Executive Director and General Managers or Assistant General Managers from among the City Departments to review Project progress, to ensure that the CC is working appropriately and effectively, and to resolve issues elevated to it by the CC. The OC will meet quarterly, or more frequently as deemed necessary by the LAWA Representative or the City Representative to resolve any issues elevated to Level IV of the Issue Resolution Ladder as provided in Article 11.

2.2.2 The City Representative shall serve as chairperson of the OC, and shall circulate an agenda to committee members at least five (5) days in advance of each OC meeting. The City Representative shall circulate draft meeting notes for review and comment within 5 Working Days of the meeting, and final meeting notes at least a week prior to the next monthly meeting.

ARTICLE 3.
PLANNING, DESIGN AND ENGINEERING REVIEW AND COORDINATION

3.1 City Department Services During Planning and Preliminary Design Phase

3.1.1 LAWA desires, and the City Departments agree to provide, advice and assistance with respect to environmental review and processing of entitlements, code issues, plan check and permitting procedures, and other complex technical issues associated with LAMP, and assistance in answering potential Contractor's questions in connection with LAWA's procurement of Contracts. The City Departments shall provide LAWA with inter-departmental support and assistance with respect to such issues as may be requested by LAWA, and shall appoint dedicated staff to provide continuity of service for each Project. Subject to Section 3.1.2, LAWA shall reimburse the City Departments for the Cost of providing such services, in accordance with Article 8. LAWA and each City Department shall negotiate an annual work plan for the necessary staffing levels and positions required to assist LAWA annually based upon LAWA's schedule of LAMP activities for each year, as provided in Article 10 "Annual Work Plan"). The Annual Work Plan shall identify any dedicated City Department staff who shall be housed in LAWA's integrated project management office for the LAMP.

3.1.2 LAWA and some City Departments have previously entered into agreements detailing the nature of services that such City Departments shall provide to LAWA, and the reimbursement amounts that the City Departments are entitled to receive for their Cost of providing such services, including: (a) Letter Agreement by and between the Los Angeles Department of Building and Safety and LAWA date March 1, 2016, (b) Memorandum of Understanding between LAWA and the Los Angeles Department of City Planning for Interdepartmental Input and Review in connection with the Processing and Implementation of the

LAX Landside Access Modernization Program and Other Entitlement Approvals for Los Angeles International Airport and the Van Nuys Regional Airport dated March 27, 2015, and (c) First Amendment to Memorandum of Understanding between LAWA and the Los Angeles Department of Transportation for the Working Relationship Related to the Landside Access Modernization Program at Los Angeles International Airport (collectively the "Existing City Department Staffing Agreements"). This Agreement supersedes the Existing City Department Staffing Agreements with respect to the LAMP unless specific arrangements are made outside of this Agreement and are agreed to by LAWA and the relevant City Department in writing.

3.1.3 During the planning and preliminary design phase, the City Departments and LAWA shall work together through participation in the activities set forth in this Agreement, and by undertaking all other efforts reasonably necessary to cooperate and assist one another through participation in meeting and timely review and comment on document and proposals, to establish a "Baseline Project" defining the geographical limits for work to be performed during design and construction of the Projects. The Baseline Project will include limits for street restoration, traffic signal and street light restoration and other impacted City Facilities. LAWA and the City Departments shall work together to identify all utilities that will need to be relocated to accommodate the Projects, including as a result of any City Facility Rearrangements, and shall share all information related to the location of such utilities and prior rights analysis. LAWA shall develop a plan for relocation or Protection in Place of identified utilities in consultation with the CC. LAWA and the City Departments shall work together to implement the utility plan. Each City Department shall upon request from LAWA assist LAWA in enforcing any rights such City Department may have to require the utility to pay the cost of such removal or relocation.

3.2 City Department Design and Engineering Review Services

3.2.1 LAWA desires, and the City Departments agree to provide, inter-departmental advice, support and assistance with respect to fire/life safety, police security, transportation engineering, civil and structural engineering, illumination engineering, storm drain and sanitation engineering, public works inspection and in other areas when mutually agreed. The City Departments shall provide LAWA with inter-departmental support and assistance with respect to such issues as may be requested by LAWA, and shall appoint dedicated staff to provide such assistance to LAWA as needed to provide continuity of service for each Project. LAWA shall reimburse the City Departments for the cost of providing such services, in accordance with Article 8. On or before November of each calendar year, LAWA and each City Department shall negotiate an Annual Work Plan to provide for the type of support and assistance that LAWA anticipates shall be required for the LAMP during the next calendar year, including necessary positions and staffing levels required based upon LAWA's schedule of LAMP activities for the next year, as provided in Article 10. The Annual Work Plan shall identify any dedicated City Department staff who shall be

housed in an LAWA's integrated project management office for the LAMP. If in the future the City and LAWA mutually agree to change to a Fiscal Year process as provided in Section 10.2.2, the relevant provisions of this Agreement shall be deemed modified to provide for a Fiscal Year Annual Work Plan to coincide with the City's Fiscal Year budget process.

3.2.2 With respect to those City Departments that have already agreed to provide the assistance to LAWA pursuant to an Existing Staffing Agreement, this Agreement supersedes the Existing Staffing Agreement by establishing processes and procedures to be followed in providing City Department services and dedicated staff for the LAMP; the Existing City Department Staffing Agreements remain in full force and effect as originally set forth but shall not apply to the subject matter of this Agreement.

3.3 Pre-application Review Program and Parallel Process for Entitlements and plan check.

3.3.1 If not established before the Effective Date of this Agreement and if determined necessary by LAWA based upon the status of the Project entitlement process at such time, the CC shall establish the policies and procedures for a LAMP Pre-Application Review Program ("PARP") to parallel the entitlement application preparation and entitlement review processes within 30 days from the Effective Date. The PARP shall streamline applications and hearings, and shall reduce the need for additional documentation or entitlements further in the design process, and shall offer preliminary zoning review for conceptual design plans as part of the entitlement pre-application process. Any specific processes and procedures required by a particular City Department in addition to (but not in conflict with or imposing a greater burden on LAWA or its Contractors than) the PARP shall be set forth in a separate letter of understanding between LAWA and such City Department. Upon adoption by the CC, the PARP shall be deemed incorporated into this Agreement by reference as Exhibit C. The CC shall review the PARP at least semi-annually to assess its effectiveness, and may revise and adopt updates to the PARP, including Project-specific revisions, upon mutual agreement of LAWA and City.

3.3.2 City shall provide the dedicated City Department staff necessary to implement the PARP adopted by the CC pursuant to Section 2.1.4, and shall implement the PARP for all Projects designated by LAWA.

3.3.2.1 The City shall assist LAWA and its Contractors by running the entitlement pre-application preparation and review concurrently

3.3.2.2 The City shall provide a preliminary zoning review for conceptual /design plans to avoid zoning late hits during the plan check phase.

3.3.2.3 The City shall provide early feedback on what is necessary to complete an application, and work with the LAWA and its Contractors to establish a predictable timeline for actual application submittal.

3.4 Parallel Development Permitting Process for Entitlements and Plan Check

3.4.1 The CC shall establish the policies and procedures for a LAMP Parallel Development and Permitting Process ("PDPP") to provide for parallel design and plan-check efforts within 60 days from the Effective Date. The PDPP shall eliminate overlapping review and integrate entitlement and building permit review together and establish protocols for complete review and approval of Planning and Zoning Code requirements by the LADCP during the entitlement process, thereby allowing LADBS to focus on the building code during the plan check process. Any specific processes and procedures required by a particular City Department in addition to (but not in conflict with or imposing a greater burden on LAWA or its Contractors than) the PDPP shall be set forth in a separate letter of understanding between LAWA and such City Department. Upon adoption by the CC, the PDPP shall be deemed incorporated into this Agreement by reference as Exhibit D. City's standard processes, policies and procedures shall apply to the Project except as modified by the PDPP. Any specific processes and procedures required by a particular City Department in addition to (but not in conflict with or imposing a greater burden on LAWA or its Contractors than) the PDPP shall be set forth in a separate letter of understanding between LAWA and such City Department, which upon adoption shall be incorporated into such City Department's specific requirements in Appendix 1 of this Agreement. The CC shall review the PDPP at least semi-annually to assess its effectiveness, and may revise and adopt updates to the PDPP, including Project-specific revisions, upon mutual agreement of LAWA and City.

3.4.2 LAWA (or its Contractor) shall perform all technical activities necessary for the development of any documents required for Project approvals and implementation.

3.4.3 City shall assist LAWA in the efficient processing of Project and program entitlement actions by providing dedicated City Department staff as necessary to implement the PDPP. City shall implement the PDPP for all Projects designated by LAWA. The City shall assist LAWA and its Contractors by following a protocol for complete review and approval of the Planning and Zoning Code requirements during the entitlement process, and focusing on the Building Code during the plan check process, thereby eliminating overlapping and redundant zoning review.

3.4.4 LAFD and LADBS shall provide preliminary plan review and code consultation service for the Project to ensure Design accuracy.

3.4.5 City Departments shall assign a liaison to work with the Contractor(s) to review LAMP plan submittals and assist in establishing checklists for plan preparations, provide advice regarding plan reviews, and establish any necessary additional procedures for submitting temporary construction staging plans. Specific provisions applicable to the Department of City Planning are set forth in Appendix 1-A.

3.4.6 City Departments shall charge standard Permit fees for issuance of Permits required for the LAMP.

3.5 Submittals and Comment Resolution

3.5.1 LAWA and its Contractors shall provide the City with a monthly look-ahead schedule that shall provide a general idea of the expected timing of Design submittals that the City will be required to review during the next three months. The look-ahead schedule shall limit the number of submittals that the City is tasked with reviewing at any point in time to a number that may reasonably be reviewed and responded to in accordance with the timeframes specified in this Article 3 and the relevant PARP and/or PDPP.

3.5.2 The CC shall ensure that all City Department review and comment periods run concurrently to eliminate overlap and delay, and that all comments are resolved among the City Departments in order to provide feedback to LAWA and the Contractor(s) within the time periods specified in this Article 3. The CC shall review all comments and ensure that any conflicting comments are resolved amongst the City Departments prior to issuing a consolidated comment matrix to the Contractor(s).

3.5.3 During the design process, the CC shall participate in regular face-to-face meetings with the Contractor to fast track comment review and verification, and to minimize any backlog and delay in the process. Meetings may be initiated by the City or the Contractor, and shall be scheduled by the City Representative within 10 days of request by the Contractor or a City Department.

3.5.4 Design Reviews shall be conducted for all Milestone Design Submittals required by the Contract for a particular Project. A specific Design Review process will be defined for each Project based on such Project's particular needs, in accordance with the process specified in Section 3.6. Except with respect to any discrete segment of a Project for which a Partial Design Submittal is approved pursuant to Section 3.6, below, Construction shall not begin until the City approves the Final Design submittal for work within City Right of Way or affecting City Facilities and the Contractor has obtained all Permits required for such Construction and paid all required Permit fees.

3.6 Process for Engineering, Review and Comment

3.6.1 Milestone Design Submittals

Milestone Design Submittals (e.g. 60%, 85%, 100%, final) will be submitted to the affected City Departments (typically LABOE, LADOT, LABSL, LAFD, LADBS,) for review and comment. The comment review period for the City for each Milestone Design Submittal shall not exceed 20 Working Days or such longer time period as LAWA may indicate in the submittal. The City Representative shall be responsible for coordinating the review by all City Departments and including all comments in a single review issued within such comment review period; provided, however, that subject to LAWA's agreement, such period shall be subject to reasonably necessary extension if full review of the submissions within such time period is not possible due to the complexity of the submissions or due to delivery of an unreasonable number of submissions for concurrent review. In such case, the affected City Department shall notify the City Representative and LAWA within 3 days of receipt of the submittal(s) that an extension of the comment period is necessary, and the City Representative, the relevant City Departments and LAWA shall promptly meet and confer to address the City Department's concerns. All City comments will be sent to LAWA, or directly to the Contractor with a copy to LAWA, as directed by LAWA in LAWA's discretion for each Project. The City Representative shall attempt to resolve any conflicting comments issued by the City Departments so that all comments included in the single review issued to LAWA and the Contractor are internally consistent and free of conflicts. Any conflicting comments that the City Representative is unable to resolve shall be subject to the dispute resolution process in Article 11. When comments are received for a Project, LAWA will disposition all comments and make the agreed upon changes. For those comments not initially agreed upon, Comment Resolution Meetings will be held with each commenter. Such meetings shall be conducted within 5 days of any party's request. Meetings with commenters shall be combined and held concurrently as necessary and appropriate to avoid conflicts in comment resolution. Following these meetings, all comments will be dispositioned and sent to the commenter. This shall occur prior to the next submittal. The City Representative shall coordinate with the City Departments to ensure comments have been resolved on each Design submittal. If City fails to provide comments/approvals by the City Due Date, LAWA may submit the matter to dispute resolution pursuant to the process set forth in Article 11.

3.6.2 Final Design and Construction Phase:

The Contractor may submit Designs to the City and LAWA simultaneously to ensure timely reviews. Any City comment resulting in a substantive change in the Design shall be made on or prior to the Pre-Final Milestone Design Submittal specified in the Contract as part of the Pre-Final Design pursuant to Section 3.6.1. The Contractor shall make all agreed-up changes in response to City comments and submit the Final Design for final approval. City shall review Final

Design plans and issue comments or approval within 10 days of submission. Upon final approval by the City and LAWA, the City shall issue the necessary permits for construction to the Contractor. If City fails to provide comments/approvals by the City Due Date, LAWA may submit the matter to dispute resolution pursuant to the process set forth in Article 11.

3.6.3 Partial Design Submittals:

3.6.3.1 A Partial Design Submittal is a submittal of a portion of the Project scope that, upon approval, will allow that portion of construction to begin prior to completion of the final design of the full Project scope. The Partial Design Submittal shall consist of detailed Design Drawings and Project Specifications together with supporting reports, notes, conversation/ meeting records, and calculations to support the scope of work planned and verification of integration with overall Project, to be released for Construction. This may include information indicating that existing field conditions have been properly identified and are being addressed, that coordination has occurred within the design disciplines, LAWA and appropriate Third Parties so as to eliminate or minimize any possible inconsistency with the final design of the overall scope of work planned for Construction. The advanced Partial Design Submittal is based upon completion of Pre-Final Design and shall incorporate all comments made during this phase of design.

3.6.3.2 Acceptance of the scope designated in a Partial Design Submittal shall not constitute approval of the Final Design scope. City recognizes that certain portions of LAWA projects may involve Partial Design Submittals to facilitate Construction of Components of LAWA Facilities prior to final Design approval of the entire Facility. City agrees to review and to approve (subject to the timing and other requirements of this MCA) all such Partial Design Submittals in order to facilitate early Construction of such Facility components. Partial Design and subsequent Final Design of an entire Facility shall conform to applicable City Standards and design requirements. Notwithstanding, no construction of City Facilities shall commence until the City approves the design submittal for any portion or segment, including Partial Designs. Construction without prior approval or not conforming to City standards shall be at the risk of removal and replacement by the Contractor.

3.6.4 Incomplete Submittals:

When a City Department determines that resubmittal is required, the review process for such resubmittal shall be the same as set forth in paragraphs 3.6.1 through 3.6.3 above for the initial submittals.

3.6.5 Rearrangements:

3.6.5.1 Within seven (7) Working Days after receipt of a Design submittal for a Rearrangement, (i) City shall inform LAWA whether the plans and

specifications are sufficiently complete for City review purposes, and (ii) if not sufficiently complete, City shall so notify LAWA, or shall return the plans and specifications to LAWA together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies.

3.6.5.2 Within twenty (20) Working Days after receipt of each Design submittal, City shall review and approve the plans and specifications or transmit its comments in the form of a comment matrix and annotated plans (as appropriate) to LAWA. Before the 20 Working Days review period ends for each Milestone Design Submittal, the City and LAWA may agree to an extension of the review period, should the workload or lack of sufficient information for review justify the extension. LAWA will ensure that City comments are resolved prior to resubmittal. The next submittal will include the comment matrix confirming resolution of City comments. If City fails to provide comments/approvals by the City Due Date, LAWA may submit the matter to dispute resolution pursuant to the process set forth in Article 11

3.7 Design Criteria

3.7.1 Subject to the following provisions of this Section 3.7, the City Standards that apply shall for purposes of City's review of Design submittals shall be: (i) the 2017 City Standards for all Design submittals made prior to December 31, 2019, and (ii) the then-current City Standards for all Design submittals made from and after January 1, 2020. Unique City Department requirements for Design submittals to be processed pursuant to the procedures set forth in this Agreement are set forth in Appendix 1.

3.7.2 The City shall notify LAWA of any revisions or additions to City Standards in accordance with the procedure for notices specified in Section 12.2. The Design of each Project shall conform to the City Standards and any revisions or additions thereto which are required to be incorporated into the Design product pursuant to the following provisions of this Section 3.7.

3.7.3 The Design product shall incorporate any subsequent revisions of or additions to the applicable City Standards of which City notifies LAWA prior to the deadline for City's final comments on the Final Design, provided that (a) such subsequent revisions or additions (i) do not require Design product changes necessitating resubmittal of the Design product to the City and (ii) do not increase the cost of and/or time for Construction as initially estimated or require amendment of, or change order for, any related Construction documents, or (b) such revisions or additions result from changes in federal or state laws, rules or regulations which mandate incorporation of the changes into the Design product, or (c) such revisions or additions are of general applicability to all City projects and are required to protect the public from a hazard to the public health and safety that left unchanged would pose a material risk of harm to persons or property.

3.7.4 City agrees that after Project Design has commenced, City shall not without the prior agreement of LAWA adopt any new City Standards, or otherwise amend or supplement any existing City Standards, for the sole purpose of affecting any Project except for any new or supplemental City Standard as may be mandated by federal or state laws, rules or regulations. Notwithstanding the foregoing, LAWA acknowledges and agrees that the cycle for adoption and implementation of design standards promulgated by City Departments other than DBS may result in the adoption of new standards or amendment of existing standards between the date of this Agreement and December 31, 2019. City Departments shall notify LAWA of any such changes, and LAWA shall in good faith meet and confer with such City Departments to determine whether to apply such new or amended standards to the Project.

3.8 Partial Design Submittals

3.8.1 Time is of the essence for all Projects, and certain portions of Projects may involve Partial Design Submittals to facilitate early Construction of complete segments of a Project prior to completion and approval of a completely integrated Final Design for the entire Project. City shall review Partial Design Submittals and, when a submittal is satisfactory to the City, approve the Partial Design Submittals for early Construction in accordance with the review and approval process established in this Agreement.

3.8.2 City approval of Partial Design Submittals might result in Design or Construction of City Facilities that are non-conforming to applicable City Standards. LAWA shall be responsible for correction of all such non-conforming Design and/or Construction so long as correction is (i) requested by City in a written nonconformance notice submitted to LAWA staff within two (2) Working Days of discovery, (ii) requested by the City in connection with final design approval of an entire Facility in order to conform that Facility to applicable City Standards, and (iii) correction is necessary to prevent public health and/or safety risk.

3.9 Rearrangements

3.9.1 Design of Rearrangements Performed by LAWA:

Unless otherwise mutually agreed, LAWA's Contractors shall Design all Rearrangements, including Betterments thereto. The following procedures shall govern.

3.9.1.1 Coordination of Design and the development of the Design plans and specifications for Rearrangements and Betterments shall be accomplished by LAWA's Contractors.

3.9.1.2 During the Final Design stage City shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes thereto agreed to by City and LAWA

unless such comment is necessary to correct an objectively identifiable error in a submittal that causes such submittal to fail to comply with a City Standard necessary to protect the public health and safety, or applicable federal or State law. City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with (a) the most recent previous submittal for such Rearrangement, modified as appropriate to respond to City comments on such submittal (other than any such comments which are disallowed pursuant to the preceding sentence) and to reflect any subsequent changes agreed to by City and LAWA or (b) earlier submittals for such Rearrangement which have been approved (or deemed complete and approved) by City. However, City shall have the right to make new comments on any material changes in Design from previous submittals.

3.9.2 Design of Rearrangements Performed by City:

If LAWA and City mutually agree that a City Department shall Design a specific Rearrangement, LAWA shall issue a Work Order to the City Department, upon receipt of which the City Department shall proceed to perform the Design of such Rearrangement, and the activities referred to in the following subsections:

3.9.2.1 City shall perform its Design work in conformance with LAWA's Design schedule and shall coordinate throughout Design with LAWA and/or its Contractor (as directed by LAWA) to develop plans satisfactory to both LAWA and City for each Rearrangement. The schedule for City's completion of design shall be mutually agreed to and included as attachments to the Work Order, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangement and agreed upon scope. Betterments shall be addressed in accordance with Section 3.9.

3.9.2.2 City shall submit a set of the completed Design plans and specifications, including City's estimate of the cost of Construction (less applicable credits in accordance with Article 9) and City's estimate for the time needed to perform the required Rearrangement work, to LAWA for its review and approval. Unless otherwise expressly provided for herein, City may not change the approved plans during the progress of Construction, except with prior written concurrence of LAWA. LAWA's review and approval of any Design furnished by City shall be required solely for purposes of assessing compatibility of the Replacement Facilities with the Project and coordination with LAWA's work on the Project.

3.9.2.3 City shall be responsible for errors and omissions for any new plans and/or specifications prepared by City.

3.9.3 Specific Design Requirements for Rearrangements; Identification of Replacement Property. Replacement property for the relocation of Conflicting Facilities shall be determined during Design and, if needed, shall

be acquired by LAWA, following approval by the Parties of the location and type of such property, or by City upon LAWA's and City's mutual agreement.

3.9.4 Private Projections in Public Ways. Upon a determination by LAWA that any private projections in, over or under any City Facility, including streets, or other City Rights-of-Way, must be removed to accommodate a Project, LAWA and the City shall agree upon a plan to effect the elimination of such projections prior to the scheduled start of Project construction in the affected location. If the City authorized the encroachment and has no right or ability to eliminate, move, remove, or otherwise terminate the encroachment, LAWA may arrange for removal of such projections, whether through exercise of its powers of eminent domain, through negotiation with the owner, or otherwise. City shall cooperate with LAWA to minimize the cost to eliminate, move, remove or otherwise terminate projections where determined necessary by LAWA.

3.10 Betterments

3.10.1 As soon as possible, preferably during the Preliminary Engineering Design phase but in any event no later than the Final City Comment Due Date for each Rearrangement, City shall inform LAWA what Betterments, if any, City requests from LAWA. Each Design furnished by City shall specifically identify any Betterments included in such Design.

3.10.2 LAWA shall not pay for or bear the Cost of any Betterment, and no Betterment may be performed in connection with any Rearrangement (whether Designed or Constructed by City or by LAWA) which is incompatible with a Project without mutual agreement of the City and LAWA, or which cannot be performed within the constraints of applicable law, any applicable governmental approvals and/or LAWA's schedule for the Project. City shall bear the Cost of all Betterments (including LAWA staff and consultant time) included in each Rearrangement, by crediting LAWA therefore in accordance with Article 9 or, as applicable, by paying LAWA therefore in accordance with Article 9.

3.11 Changes in Approved Plans

Following City approval, changes in Design shall require both LAWA's and City's approval. LAWA shall not unreasonably withhold its consent or approval necessary to incorporate City requested changes into approved plans or specifications for Rearrangements or Betterments. All changes required to accommodate differing site conditions are the responsibility of LAWA. Field changes required due to differing site conditions must be reviewed and approved by the City.

3.12 Preparation of Worksite Traffic Control Plans During Design

3.12.1 Information. City shall furnish to LAWA in writing during Design at the time required by LAWA's schedule the following information, or when mutually agreed City shall prepare the Worksite Traffic Control Plans which shall include:

3.12.1.1 With respect to streets:

(a) The traffic lane requirements for streets impacted by construction activities.

(b) Streets, which may be proposed for partial or full closure completely during Construction and the duration of the closure, and requirements for Council and Board of Public Works approval.

(c) Parking restrictions, which will be imposed during the Construction period.

(d) Detours.

(e) Preliminary Haul routes and overloads routes.

3.12.1.2 With respect to City Facilities other than streets:

(a) City Facilities in which service must be maintained.

(b) City Facilities in which service may be abandoned during Construction.

(c) Proposed phasing or sequencing of Construction of Rearrangements.

3.13 Rights-of-way, which must be acquired for Replacement Facilities and Rearrangements Coordination of New and Unrelated City and Other Facilities.

3.13.1 Throughout the term of this Agreement, if City plans to construct new facilities unrelated to a Project that would cross or otherwise occupy locations that might conflict with Construction or operation of a Project, City shall coordinate the Design and installation of such facilities with LAWA such that these facilities will minimize conflict with the Project.

3.13.2 City shall notify LAWA prior to the issuance of any building Permit within 1000 feet of the LAMP Baseline Project and shall afford LAWA an opportunity to review and comment on any such Project prior to City's issuance of a building Permit. Should LAWA determine that a proposed new City Facility or construction by others, not related to or required because of the Projects, will delay or otherwise conflict with the construction of a Project or any portion thereof, to the extent possible and legally allowable, the City Departments shall coordinate activity around the LAMP Baseline Project to minimize delays and avoid conflicts, and shall condition the installation of such proposed new facility or other construction upon such relocation, modifications, and/or scheduling adjustments as are mutually agreed to between the City and LAWA. LAWA will

allow the City or others access for emergency repairs to existing facilities necessary to prevent the threat of immediate damage, injury or loss to persons or property for 24 hours or such longer period of time as is necessary to abate such emergency.

ARTICLE 4.
RIGHT OF WAY, ACCESS AND PROPERTY RIGHTS

4.1 Acquisition of Replacement of Property for Relocation of Conflicting Facilities

4.1.1 Property required for relocation of Conflicting Facilities shall be acquired so as not to impair LAWA's schedule. City and LAWA shall agree upon the process for acquisition of the all necessary replacement properties promptly upon their identification. It is mutually understood and agreed, however, that when reasonably possible and legally permissible, a Rearrangement shall be located in existing public rights of way where the City Facilities being replaced were originally in public right of way. City shall permit LAWA to use for the Project, at no additional cost, the real property taken out of service by the Rearrangement, and for which replacement real property interests are provided.

4.1.2 If a Rearrangement will be located in property that is not owned by the City, LAWA shall acquire for City all rights in the property where the Rearrangement will be located that are reasonably required by and satisfactory to City to install, operate, maintain and remove City Facilities within the replacement area. If mutually agreed by the Parties, City may acquire such right of way at LAWA's cost.

4.1.3 City shall provide to LAWA all necessary surface, subsurface and aerial rights and permissions in City streets, curb cuts, slivers, and other City Facilities that City agrees are required for Construction and/or operation of Projects (including both temporary and permanent rights and permissions), at no cost to LAWA.

4.2 Use of Property for Temporary LAWA Facilities

4.2.1 Temporary Facilities may be necessary to facilitate Construction of a Project (including Rearrangements). LAWA and its Contractor may use, without charge, lands owned or controlled by City for any Construction related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, City shall first approve in writing the availability, location and duration of the Temporary Facilities, and further provided that LAWA shall reimburse the City for any out of pocket Costs City incurs to make such land temporarily available to LAWA. City shall review LAWA's Contractor's application for a building Permit for Temporary Facilities in accordance with the same process as is set forth in Article 3 for permanent facilities, and shall expedite issuance to LAWA of necessary certificates of occupancy for Temporary

Facilities in accordance with the relevant Annual Work Plan and Project Schedule. Upon completion of the related Construction and LAWA's determination that the Temporary Facilities no longer are needed, LAWA shall, at LAWA's cost, remove all Temporary Facilities and restore the area to its original condition unless LAWA and City mutually agree to some other arrangement.

ARTICLE 5.
CONSTRUCTION

5.1 Permits

Prior to commencement of any Project construction, LAWA or its Contractor shall submit the appropriate application(s) and pay for any Permits required to be obtained from the City for the Project. Standard City permit requirements shall apply to the Project except as otherwise provided in this Agreement.

Construction Staging Plans

5.1.1 Plan Requirements - Construction Staging. LAWA, through its Contractors, shall develop construction-staging plans that provide, among other things, for the handling of vehicular and pedestrian and mobility impaired traffic on streets adjacent to Project Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (Worksite Traffic Control Plans). Such plans shall incorporate actions to maintain access to businesses adjacent to the Construction areas, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the Worksite Traffic Control Plans. City agrees to impose minimum requirements for traffic management planning and Construction sequencing which are necessary in order to secure, ensure, and provide for public health and safety, and functionality. All Worksite Traffic Control Plans, Traffic Circulation Plans, and temporary traffic signal plans will be submitted to City for review and approval prior to implementation, which approval shall not be unreasonably withheld and shall be provided within the timeframe specified in Section 5.2.3.

5.1.2 Plan Requirements - Street Lighting Systems. LAWA, through its Contractors shall develop street lighting staging plans that provide, among other things, for the safety and security at nighttime of vehicular and pedestrian traffic on streets adjacent to Project Construction with the Street Lighting Construction phasing showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information. Such plans shall incorporate lighting levels to maintain safe access to businesses adjacent to the construction areas, and to ensure safe circulation for pedestrian and vehicular traffic as described in the City's Lighting Standards. City agrees to impose minimum requirements for the construction sequencing, which are necessary in order to achieve reasonable goals of public health, safety, and functionality. All street lighting construction staging plans will be submitted to the City for review

and approval in accordance with the PDPP prior to implementation, which approval shall not be unreasonably withheld and shall be provided within the timeframe specified in Section 5.2.3.

5.1.3 Review of Construction Staging Plans. City shall review and if determined to be acceptable, approve the plans required in Sections 5.2.1 and 5.2.2 or transmit comments to LAWA, within twenty (20) Working Days after receipt thereof. City shall advise LAWA if workload or lack of information justifies extension of the review time, upon request of LAWA shall cooperate and assist LAWA in providing for additional dedicated staff for the Project as may be necessary to maintain the Project schedule.

5.2 Work in Streets

5.2.1 LAWA shall give City Departments advance written notice in accordance with the PDPP Notification Matrix where Project Construction requires work in City Rights-of-Way.

5.2.2 Certain aspects of Project Construction will require interruption of some City services. LAWA's approved Project plans shall indicate necessary scheduled interruptions of City services; however, LAWA shall provide prior notice in accordance with the PDPP Notification Matrix before City services are interrupted. LAWA shall notify affected parties, residents, businesses, and City officials in advance of scheduled interruptions and shall cooperate with other City Departments to minimize interruption of City services and resulting disruptions. Where the City determines that Temporary Facilities are necessary and appropriate, LAWA shall provide such Temporary Facilities.

5.2.3 Contractors performing work in City Rights-of-Way shall take all appropriate actions to ensure safe operations of the work and the continuance of service of City Facilities except during approved scheduled service interruptions. City reserves the right to stop work if public health and safety is or will be compromised as determined by the City staff. All work performed in a City Right-of-Way that will control pedestrian and/or vehicular access will be in accordance with LADOT-approved Traffic Management Plans and Public Works Permits. Where Traffic Management Plans are not specified, the applicable Work Area Traffic Control Handbook, the LADOT Standard Traffic Control Plans or appropriate stage of site-specific traffic control plans developed by the Contractor and approved by LADOT shall control. All work within the City right-of-way shall be inspected by the Bureau of Contract Administration to ensure compliance with City standards.

5.3 Temporary and Permanent Street Closures

LAWA and City may agree that a City street, highway, bridge or other City Right-of-Way shall be temporarily or permanently closed or vacated for the necessity, convenience and public/worker safety of a Project. If a temporary closure is agreed to,

a Traffic Management Plan shall be developed and submitted by LAWA, and approved by the City. Upon notification of a proposed temporary or permanent closure, City, as requested by LAWA, shall initiate the appropriate proceedings with the appropriate City departments, and shall establish the necessary conditions for the closures to effect the temporary or permanent closure, as the case may be.

5.4 Night and Weekend Work

In order for the Contractor to meet the Construction schedule for a Project, the Contractors or others may need to perform a significant amount of work after business hours, on weekends, and/or by multiple shifts spanning up to 24 hours per day and up to seven days per week. LAWA's Contractors shall secure from the City Police Commission authorization for night and weekend work on the Project in accordance with the provisions of Los Angeles Municipal Code Section 41.40, and City shall not object to the granting of such authorization provided that LAWA will cooperate with City in requiring its Contractors to minimize such work where reasonably requested.

5.5 LAWA Construction of Rearrangements

Unless otherwise agreed by the Parties, LAWA shall be responsible for all Construction of Rearrangements. LAWA shall notify the City Bureau of Contract Administration prior to performing any rearrangement work in accordance with the PDPP Notification Matrix. LAWA or its Contractor shall commence and thereafter diligently prosecute such Rearrangement work to completion in conformance with Design plans and specifications prepared pursuant to Article 3, and such work shall coincide closely and be coordinated with LAWA's Construction schedule for the Project, including the established schedule for Construction of Rearrangements. The City will inspect and the Contractor will test backfills for utilities within City Rights-of-Way as well as all City Facilities owned or operated, or to be owned or operated by the City. When traffic signal construction is involved, or traffic control devices are impacted, the Contractor must also arrange for inspection by the BCA and LADOT for system operability, in accordance with the PDPP Notification Matrix. When street lighting construction (whether permanent or temporary) is involved or impacted, the Contractor must arrange for inspection by BCA and notify LABSL, in accordance with the PDPP Notification Matrix.

5.6 City Construction of Rearrangements

If the Parties mutually agree that City shall perform Construction of a specific Rearrangement, LAWA shall issue a Work Order to City for such Construction and the following provisions shall govern:

5.6.1 City shall commence and thereafter diligently prosecute the Construction of such Rearrangement to completion as authorized by Work Order, in conformance with the Design plans and specifications prepared and approved pursuant to Article 3 and in conformance with the time schedule set forth in the Work Order. Such Construction shall coincide closely and be coordinated with

LAWA's Construction schedule for the Project, including the schedule for Construction of Rearrangements of other utility, cable, pipeline, and other facilities in the same portion of the Project.

5.6.2 City shall arrange for appropriate City inspection of Rearrangements it constructs. City shall notify LAWA at least 5 Working Days prior to commencing each Rearrangement so that LAWA may make arrangements for such inspection and record keeping as it may desire.

5.6.3 All work by City's forces or its contractors pursuant to this section shall comply with the environmental controls established in the Contract between LAWA and its Contractor for the Project, including without limitation construction noise and vibration control, air quality and pollution controls, storm water pollution controls, archeological coordination, and paleontological coordination.

5.7 Maintenance

City shall schedule, in concurrence with LAWA, any routine maintenance of City Facilities when possible so as not to interfere with Project construction or operations.

5.8 "As-Built" Drawings

LAWA and City shall each maintain a set of "as-built" plans of Rearrangements performed by LAWA and City, respectively, during the progress of construction. Red line mark ups for temporary lighting systems, traffic signal systems, and other city facilities shall be submitted to the City within 10 Working Days of implementation. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 90 Working Days after completion of work for each set of plans. As-Built plans shall also include electronic files in the appropriate format respective to each agency. For LADOT, electronic files shall also be submitted for any restoration phase plan to serve as a working drawing until as-built plans are submitted at the end of the Project. City shall redact from any copies of plans that are displayed to the public any information that LAWA requests be maintained as confidential for purposes of public safety. City shall notify LAWA in the event of any public records request pertaining to such plans, and shall provide LAWA with the opportunity to take legal action necessary to oppose disclosure of such information.

5.9 Underground Service Alert

Prior to any commencement of underground work by either Party, Underground Service Alert shall be notified in accordance with State Law by such Party or its contractor.

5.10 City Activities During Construction

If City plans to undertake or authorize any activities within or near the Baseline Project (including without limitation construction of new facilities, repairs or modifications to existing facilities and similar activities) during the period of Construction of a Project, City will coordinate such activity with LAWA to minimize impact, delay or interference with such Construction, and LAWA shall reasonably cooperate with City with regard to same.

5.11 Waste Generated by Project

LAWA will remove from the Baseline Project Area, and dispose of, all waste that is generated as a result of implementing the Project in compliance with all applicable federal, state and local laws and regulations. If the waste is considered hazardous under state or federal law, LAWA will complete a hazardous waste manifest, identifying itself as the generator of the waste. LAWA will not be liable for or obligated to remove any waste or hazardous substance that is not generated as a result of implementing the Project.

ARTICLE 6.
INSPECTION

6.1 Inspection During Construction

City and LAWA agree that all work on City Facilities and in the City right-of-way will conform to standard policies and practices of the City Inspector as it relates to inspection, sampling, and testing. LAWA agrees to require its Contractors to adhere to such policies and practices. Independent testing shall be performed by a firm selected from City's pre-approved list of testing services providers. The results of Contractor's independent testing of materials will be considered by City in accordance with the City Standards.

6.1.1 City shall provide a Lead City Inspector or Inspection Case Manger dedicated to the LAMP who will be available at LAWA's expense, to ensure that inspections will be promptly completed in accordance with the Project schedule. The Lead City Inspector or Inspection Case Manager shall ensure that an inspector will be available to conduct inspections upon 24 hours prior notice, and shall coordinate with LAWA's designated Construction Inspection Coordinator to ensure that all Project inspections are coordinated, that Requests for Information are addressed in a timely manner, and that correction notices are tracked, reviewed and resolved.

6.1.2 LAWA also may inspect the City's Construction of Rearrangements to ensure that the work has been performed in accordance with the approved Designs. Upon discovery of discrepancies, LAWA will notify the dedicated Lead City Inspector or Inspection Case Manager for coordination of corrective work.

6.1.3 City's inspector shall observe and inspect the Rearrangement of City Facilities so that upon completion of Construction, City will have a basis for acceptance of the work. City's inspectors shall cooperate and coordinate with the LAWA Representative, the LAWA Construction Inspection Coordinator and LAWA's Contractors. City's inspection shall also include planned field reviews for compliance with construction staging plans, including the Traffic Management Plans. Inspection will involve the verification of the safety and adequacy of vehicular and pedestrian access and circulation immediately adjacent to the Construction area, and maintenance of appropriate access to directly affected businesses, as provided for in said plans. All City inspectors shall submit copies of daily written inspection reports to LAWA, and vice versa, each within 24 hours or at pre-established time intervals and delivery format, after the subject inspection. The City or LAWA may remove and replace any inspector within 5 Working Days upon mutual agreement after the City's or LAWA's written request. Any disagreement between the City and LAWA regarding a request for removal shall be resolved in accordance with the Issue Resolution Ladder.

6.1.4 Each Party shall inform the other in writing of any deficiencies or discrepancies in any work discovered in the course of such inspection. City will provide immediate verbal notice of nonconformance to LAWA's construction manager as well as to LAWA staff (as designated by the LAWA Representative), followed by a written nonconformance notice not later than 24 hours after discovery. Likewise, LAWA will provide immediate verbal notice of nonconformance to the City Representative (or to such other City staff as may be designated by the City Representative), followed by a written nonconformance notice not later than 24 hours after discovery. Each nonconformance notice shall include an explanation of the resolution desired by the notifying Party. All nonconformances must be corrected by the responsible Party. In the case of a dispute between the City and LAWA, the issue resolution policy and ladder will be used.

6.2 Final Inspection

All final inspections by City will be performed by the BCA Final Inspector and started within 7 Working Days following request for same by the Contractor in accordance with the PDPP Notification Matrix. The final inspection of any Rearrangement shall be attended by the LAWA Representative or its designee and the City Representative or its designee. Each Party will provide to the other Party's Representative immediate verbal notice of any deficiencies or discrepancies in any Construction work discovered in the course of the final inspection. A Final Correction List will be generated by the BCA Final Inspector and the Contractor shall perform corrections necessary to ensure the work conforms to the final design, all approved changes, and other requirements of the procurement documents approved by LAWA (or in the case of work performed by City's own forces, to the final design approved by LAWA). All notices of nonconformance provided by City with respect to City Facilities shall be addressed in accordance with Section 12.2.1. The BCA Final inspector or designee shall be available to observe and inspect any corrective work performed, as

needed to support LAWA's schedule for the Project. Promptly upon completion of the Rearranged City Facility (including if applicable, completion of any corrective work performed), the BCA Final Inspector will issue a written Statement of Completion indicating that the City Facility is accepted. City's acceptance is contingent upon LAWA submitting to City and securing City's approval on all required post construction documents, such as the as-built drawings.

6.3 Materials. Equipment and Prototype Testing

6.3.1 Materials Testing

LAWA or its Contractor shall notify the BCA Materials Control Section by noon of the working day before plant inspection is required. Plant inspection sites outside a 30-mile radius of the City require prior authorization of the City inspector and LAWA shall notify City inspection 3 Working Days in advance when a plant inspection is required. LAWA shall have the right to have its witnesses attend all such tests. City shall provide copies of the testing reports within 7 Working Days after each test, as well as providing to LAWA access to the samples used. It is the Contractor's responsibility to submit third party inspection reports for materials fabrication outside the 30 mile radius for BCA approval before inspections are scheduled. The Contractor shall be responsible for payment of all third party inspection costs.

6.3.2 Equipment and Prototype Testing

Equipment and/or "or equal equipment" not approved in advance by the City and the relevant City Department or Bureau will require evaluation and testing prior to installation. The Contractor shall be required to submit shop drawings stamped and signed by a licensed structural or civil engineer registered in the State of California and a prototype of such equipment to the relevant City Department or Bureau at least 60 Working Days prior to starting Construction. Written approval from the relevant City Department or Bureau on the shop drawing is required prior to fabrication of any new equipment intended for use on a City Facility.

ARTICLE 7.
DISPOSITION OF SALVAGED MATERIALS

7.1 Salvage

LAWA shall coordinate with the other City Departments to determine whether to salvage materials from Rearrangement of City Facilities. If salvage is desired, LAWA shall require the Contractor to exercise reasonable care in removal and storage of such materials until such time as the progress of work allows the reinstallation of such materials. If salvage is not requested by any other City Department, LAWA may use, store or dispose of the materials in its discretion.

7.2 Salvage Credits

LAWA shall receive a credit for salvage and transporting of materials described herein that are used or reclaimed by another City Department, as provided in Article 9.

ARTICLE 8.
REIMBURSEMENTS TO CITY

8.1 Reimbursement to City

Except with respect to Betterments and with respect to services provided by a City Department pursuant to an Existing City Department Staffing Agreement or services covered by customary Permit fees, the issuance of a Work Order shall obligate LAWA to reimburse City in the manner provided by this Agreement for, and the term "Cost" shall mean, the direct and indirect costs actually incurred by City for activities or work performed in accordance with the terms of this Agreement and the Work Order, less credits to LAWA as provided in Article 9. Direct Costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement. Indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency (currently the United States Department of Labor pursuant to Circular A-87 of the Office of Management and Budget and Publication OASC-10), for allocation to Federally funded or State funded contracts, as adjusted to prevent LAWA from being allocated a share of the relevant City Department's overhead for costs already being paid by LAWA for City Department staff who are housed in LAWA's offices. Unless the Internal Revenue Service issues regulations or rulings to the contrary, reimbursable costs will not include taxes purportedly arising or resulting from LAWA's payments to City under this Agreement. Notwithstanding and in lieu of the foregoing, a fixed price for certain Design and/or Construction of Rearrangements or Betterments by City may be established upon mutual agreement of the Parties, as set forth in the applicable Work Order. Any such fixed price shall include all applicable credits due pursuant to Article 9 with respect to such work.

8.2 Reimbursement for Abandoned Facility

In those cases in which LAWA and City agree that the construction of a Project will eliminate the need for a specific Conflicting Facility, LAWA shall not be required to replace or compensate City for the Conflicting Facility, in which case LAWA shall compensate City only for necessary Costs incurred in properly abandoning the Conflicting Facility, including Costs relating to the presence or existence of any environmental hazard on, in, under or about a Conflicting Facility or other City Facility, including but not limited to any "hazardous substance" as that term is defined under the Comprehensive Environmental Response Compensation and Liability Act. Where such environmental hazard was caused by a third party, City shall assist LAWA with the determination of the party responsible for the "hazardous substance" and in holding such third party accountable for the measures necessary to remediate the site.

ARTICLE 9.
REIMBURSEMENTS AND CREDITS TO LAWA

9.1 Salvage

The amount of credits or payments, as applicable, due to LAWA for salvage shall be agreed on between LAWA and the City based upon applicable books, records, documents and other data of City regarding the physical attributes, date of construction or installation and present condition of each Conflicting Facility, and the expected remaining service life of each Conflicting Facility as derived from City's records. LAWA and City may conduct an inspection survey of each Conflicting Facility during the Design stage, and the City shall advise LAWA whether the City intends to salvage materials contained in each City Facility. Whenever a Rearrangement requires that LAWA provide a Replacement Facility, LAWA shall be allowed a "salvage credit" against amounts otherwise owed by LAWA to City hereunder, or City shall pay for salvage, for items of materials and equipment recovered from existing City Facilities that the City intends to re-use, in the performance of Construction work specified herein. The amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by mutual agreement, plus storage and transportation Costs of such materials salvaged for City's use as directed by the City.

9.2 Betterment Payment

LAWA shall receive payment for all Costs as defined in Section 9.6 relating to Betterments. Betterment payments initially shall be based upon the estimated incremental additional cost of Design and Construction of the Rearrangement determined as the sum of the estimated cost of the Design and Construction of the Rearrangement with the Betterment less the estimated cost of Design and Construction of the Rearrangement without the Betterment. All estimates of Construction costs shall be based upon the unit price schedules used by the City in its usual estimated practices and agreed to by the Parties. The initial Betterment payments shall be reconciled by the Parties against actual Cost at the Project closeout.

9.3 Credits to LAWA Where City Performs Work

LAWA shall receive a credit against work performed by City under this Agreement, if contracted by LAWA to perform the work, for salvage and Betterments, and Expired Service Life of City Facilities. The amount of such credits shall be determined as provided in this Article. All credits pertaining to a particular Rearrangement or other item of work hereunder shall be reflected on the applicable invoice(s) submitted by City.

9.4 Payments to LAWA Where LAWA Performs Work

LAWA shall receive payment from City for salvage, Costs of Betterments, and expired life service of City Facilities where LAWA performs work. The amount of payment due shall be determined as provided in this Article 9. LAWA shall invoice City

for such payment in accordance with Section 10.6, and City shall make payments to LAWA in accordance with Section 10.7.

9.5 [Intentionally Omitted]

9.6 Direct and Indirect Costs

For purposes of this Article 9, the term "Cost" shall mean the direct and indirect costs actually incurred by LAWA and attributable to activity or work performed or materials acquired in performing a task pursuant to this Agreement. Direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement. Indirect costs shall include administrative and overhead costs at the rate therefore established by LAWA from time to time. LAWA shall maintain its standard forms and records showing actual time expended and costs incurred under each Work Order or reasonable formula from which to determine LAWA administrative and overhead cost. The term "Cost" shall also include additional costs due from LAWA to its Contractors as a direct result of changes in design for which City is responsible in connection with Rearrangement or Betterment of a City Facility, provided that LAWA and its Contractors, have pursued the requested Design change in a diligent and timely manner, have met their obligations under this Agreement, and LAWA demonstrated to the City that the change or delay has resulted in an adverse impact to the cost of the project and LAWA presents the necessary data to document the costs incurred.

ARTICLE 10.
ANNUAL WORK PLANS, WORK ORDERS, BILLINGS, DEADLINES AND DELAYS

10.1 Work Performed by City

All work to be performed by City under this Agreement will coincide closely with LAWA's Design and Construction schedule for each Project. Consistent with its own staffing and workload requirements, City shall allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and said schedules as identified in Work Orders submitted by LAWA.

10.2 Annual Work Plans

LAWA and City shall cooperate to develop a mutually agreeable Annual Work Plan for each Project for each calendar year for which such work by City will be required, in accordance with the following provisions:

10.2.1 Not later than November 1 of each calendar year during the term of this Agreement, LAWA shall provide the City Departments with information with respect to anticipated Project requirements for the next calendar year. Such information shall include a list of each item of work that LAWA anticipates requesting from the relevant City Department with respect to each Project during the upcoming calendar year, and the estimated start and finish dates for the work items that LAWA anticipates to request from the City

Department. Within 30 Working Days after receiving the required information from LAWA, each relevant City Department shall submit a preliminary annual work plan to the LAWA Representative for each Project that requires work by the City Department during the upcoming calendar year, including estimated staffing requirements, identifying dedicated staff to be housed in LAWA's integrated project management office, if any, and an estimate of the Cost that LAWA will be required to reimburse to the City Department for work to be performed by such City Department. The Cost shall be determined with reference only to additional dedicated staff time and services provided to expedite the Project, over and above the City Department's regular staff employed in the customary Permit and approval review process, the cost of whose services are included in the customary Permit fees charged by City.

10.2.2 For each calendar year, following LAWA's receipt of the preliminary annual work plans pursuant to Section 10.2.1, the LAWA Representative shall meet with each City Department's representative to the CC to finalize the Annual Work Plan for the City Department not later than November 30 of each calendar year. The final Annual Work Plan shall establish the City Department's dedicated staff positions and hour commitments required for the Projects in the calendar year that commenced on January 1, and shall indicate which staff positions will be housed at the LAMP integrated project management office, and the hourly rates that LAWA shall be required to reimburse each City Department for Project services provided by such City Department's staff. For dedicated staff housed in LAWA's integrated project management office, the allocation of overhead charged to LAWA shall be reduced to reflect the fact that LAWA is already incurring overhead costs for such individuals. If in the future the City and LAWA desire to change to the relevant provisions of this Agreement regarding the Annual Work Plan to coincide with the City's Fiscal Year budget process they may do so by mutual agreement, provided that any such change must be agreed to sufficiently prior to adoption of the next Fiscal Year budget so that it may be incorporated in such budget, and upon adoption the revised Fiscal Year Annual Work Plan shall supersede any calendar year Annual Work Plan already adopted for the relevant calendar year.

10.2.3 Within 60 days after the final Annual Work Plans are agreed upon by LAWA and a City Department, LAWA shall issue to such City Department a final Work Order identifying each item of work LAWA anticipates the City Department's staff will perform through the end of the calendar year, the compensation rates for City Department staff (which shall be the actual hourly rates for such staff paid by the City Department), the estimated total Cost of work that LAWA will be required to reimburse to the City Department, and the anticipated schedule the City Department will be required to meet in its performance of such work. City acknowledges that, due to the dynamics of the Projects and related Construction, such Work Orders will be subject to amendments (including additions, deletions and modifications), and additional Work Orders may be issued throughout a calendar year as deemed appropriate by LAWA for its Projects, as approved by the relevant City Department by signing

of the amendment to the Work Order. LAWA understands that any request for staffing or support by City departments is contingent upon available staffing and customary hiring processes at the City. The City Departments agree to hire qualified individuals to provide the necessary support for LAMP as expeditiously as possible.

10.2.4 The identity of staff selected by City Departments to be dedicated to the LAMP Projects at and above Coordination Committee level shall be subject to LAWA's prior written approval. LAWA shall have the right to request the removal from the Project and replacement of any of the City staff assigned to the Project at any level. The relevant City Department may request a meeting with LAWA to address any concerns regarding the assigned staff and the reason for LAWA's request. If the relevant City Department agrees to remove and replace the staff, it shall promptly exercise best efforts to remove the persons specified in LAWA's request and shall promptly appoint and mobilize satisfactory replacements and shall obtain LAWA's prior written approval of such replacements. The City Department shall make available to LAWA any information LAWA may need to decide whether to approve such replacement(s). If the City Department does not agree with LAWA's request, the matter shall be decided in accordance with the Issue Resolution Ladder process.

10.2.5 The Parties acknowledge and agree that there may be times when some City Department staff members who are dedicated to the LAMP Projects are not fully occupied with LAMP-related work. In such cases, City Departments may provide for the dedicated staff to work on other City projects, provided that the City Department first notifies LAWA of its intent to deploy the dedicated staff on another project, including the number of hours and duration the work anticipated for such other project in the notice, and obtains LAWA's prior written approval for such deployment. LAWA shall not be billed for dedicated staff time or overhead for any time that dedicated staff do not actually perform work on the LAMP. The Parties further acknowledge that there may be instances where a City Department is required to use staff other than or in addition to the dedicated staff in order to timely complete LAMP-related work to which the dedicated staff are assigned. In such cases the City Department shall notify LAWA of such necessity as soon as reasonably practicable, and the City Department may invoice LAWA for such staff time expended on the LAMP. Payment of invoices for non-dedicated staff time deployed in completing work assigned to dedicated staff shall be subject to LAWA's reasonable approval.

10.3 Work Order Changes

10.3.1 City Departments shall submit any proposed changes in a Work Order issued under this Agreement in writing to LAWA for its prior approval. However, any proposed change occasioned by emergency may be submitted to LAWA verbally or by telephone, and shall be confirmed later in writing by the City Department.

10.3.2 Each City Department shall notify LAWA if at any time such City Department has reason to believe that the total Costs under said Work Order will be in excess of ten percent (10%) greater than previously estimated Costs or that the estimated finishing date will be later than the date stated in the Work Order, and the reasons for such cost overruns and/or schedule delays. LAWA and the City Department shall promptly meet and confer and cooperate to address such issues.

10.3.3 LAWA may terminate any Work Order at any time at its sole discretion, but LAWA shall reimburse the City Department in accordance with this Agreement for Costs, if any, already incurred by the City Department. City will not be reimbursed for Costs expended in excess of maximum amounts stated in a Work Order unless approved in advance by LAWA; provided, however, that if LAWA terminates a Work Order and such termination results in a lack of funding for the staff necessary for City to meet its deadlines and other obligations to assist Contractor under this Agreement, then the affected City Department shall be relieved of its obligation to meet deadlines and provide other services required pursuant to this Agreement to the extent that the lack of staffing resulting from such shortfall prevents the City Department from meeting such performance requirements.

10.4 Deadlines and Delays

10.4.1 City shall perform its work under this Agreement in accordance with the deadlines and schedules established in this Agreement or in the Work Order. The City shall notify LAWA promptly upon becoming aware that a deadline or schedule requirement established in this Agreement is likely to be missed, and the parties shall meet and confer to address the reasons for such delay and establish a recovery schedule and any necessary modifications to the Work Order to ensure sufficient dedicated staff to maintain the Project schedule. Subject to Section 12.7, if City fails to meet a deadline or schedule established in this Agreement or in the applicable Work Order for Design, Construction or any other activity, then upon LAWA's request the matter will be submitted to dispute resolution in accordance with the Issue Resolution Process specified in Article 11.

10.4.2 In addition to and without limiting any rights or remedies available under this Section 10.4 or otherwise, if City fails to complete its work on any Rearrangement on or before the deadline established in the applicable Work Order, or if LAWA reasonably determines that City will be unable to timely complete such work, LAWA (without incurring any additional liability other than the Costs incurred) may notify City that LAWA intends to perform the remaining work itself or cause such work to be performed by LAWA's Contractor, in which case LAWA and City shall work together to efficiently terminate the work under the Work Order. LAWA's work shall to complete the Rearrangement shall be subject to the City's approval and inspection processes where City Facilities are

involved. If LAWA takes over work as provided in this Section 10.4.2, City shall cooperate and assist LAWA as otherwise provided in this Agreement.

10.5 Procedures for City Billings to LAWA

The Parties agree that the following procedures shall be observed for City's submission to LAWA of monthly billings, on a progress basis, for work performed by City under a specific Work Order:

10.5.1 Except when City Departments negotiate separate billing processes with LAWA, City Departments shall bill for services provided pursuant to Work Orders on a monthly basis, in arrears. Billings shall begin as soon as practicable following the commencement of work under a given Work Order, and shall follow City's standard billing procedures. Invoices shall be for LAMP work exclusively, and shall not be consolidated with invoices for any work a City Department performs on LAX projects that are not included in the LAMP. When mutually agreed by LAWA and a City Department, the City Department may submit its bills on a consolidated basis with other City Departments through the City Administrative Office. Charges for City staff shall be on an hourly basis and at the actual cost for the staff providing services to LAWA pursuant to the Work Order, including indirect costs based on the City's current Cost Allocation Plan rates for fringe benefits and central services for the relevant City Department as adjusted to take into account reduced overhead of the relevant City Department attributable to City staff working in LAWA's offices. Overtime requests shall be pre-approved by LAWA at least 72 hours in advance unless mutually agreed upon or in the event of a public emergency. Invoices, and other data to document costs incurred, shall be provided to LAWA with each invoice. Each billing shall include a certification by a duly authorized officer of the City that the charges identified in such billing were appropriate and necessary to performance of the work, and have not previously been billed or paid. LAWA reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the LAWA Executive Director, such evidence would be in the best interest of LAWA and the City. The final billing for any Rearrangements to be performed by City, with a notation that all work covered by a given Work Order has been performed, shall be submitted to LAWA as soon as practicable following the completion of the work, shall recapitulate prior progress billings, shall show inclusive dates upon which work billed therein was performed, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid. LAWA and individual City Departments, the City Department may agree to alternative invoicing processes based upon milestone payments for completed tasks or other mutually agreement intervals for payment. Such alternative methods will be documented in the individual Work Orders. LAWA and one or more City Departments may also agree to consolidate their invoicing processes through the City's Administrative Office.

10.6 Procedures for LAWA Billings to City

In those cases in which LAWA performs Rearrangement or other work which is reimbursable to LAWA in whole or in part under the terms of this Agreement, LAWA shall submit to City monthly progress statements indicating actual work performed during the billing period, the direct and indirect Costs thereof, and City's share of such Costs. Charges for LAWA staff shall be on an hourly basis and at the actual cost for the staff providing services to the relevant City Department including indirect costs based either on LAWA's current Cost Allocation Plan rate for fringe benefits and central services, if available, or on the City's current Cost Allocation Plan rates for fringe benefits and central services for the relevant City Department for whom LAWA performs work that is reimbursable to LAWA. LAWA billing shall begin as soon as practicable following the commencement of a specific Rearrangement or other work, and shall follow LAWA's standard billing procedures. Each billing shall be noted as either progress or final, and unless City and LAWA have mutually agreed to a process for centralized billing through the City's Administrative Office, shall be addressed to the City Representative, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid. The final billing, with a notation that all work covered thereby has been performed, shall be submitted to City as soon as practicable following the completion of said Rearrangement or other work, shall recapitulate prior progress billings, shall show inclusive dates upon which work billed therein was performed, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid.

10.7 Payment of Billings

Payment of approved amounts of each bill properly submitted pursuant to Sections 10.5 or 10.6 shall be due within 30 Days of receipt thereof; provided, however, that (a) all such payments shall be conditional, subject to post-audit adjustments, (b) final payment for each Rearrangement shall be contingent upon final inspection (and acceptance, where applicable) of the work by the Party billed for such work, which inspection (and acceptance, where applicable) will not be unreasonably withheld or delayed, and (c) LAWA may withhold credit amounts due LAWA, such as with respect to Salvage, from payments to be made by LAWA to City if City has not posted such credits within forty (40) Working Days after submittal of requests for same by LAWA.

10.8 Records

LAWA and City shall maintain complete and accurate books of account and records for all funds expended under this Agreement, including records which will permit a speedy and effective audit and which will fully disclose the amount and the disposition by LAWA and each City Department of funds administered by such department, and shall make such records available to one another for such purposes upon request. LAWA and City shall maintain records as required in conformance with applicable Federal, State and local regulations.

ARTICLE 11.
RESOLUTION OF DISPUTES

11.1 Attempt to Resolve

11.1.1 In the event of any claim or dispute arising out of or relating to this Agreement or any Work Order issued by LAWA pursuant to this Agreement, the involved parties shall in the first instance attempt to resolve the dispute though good faith negotiation, in accordance with Level I of the Issue Resolution Ladder. Negotiation may be initiated by any party's submission of a written "invitation to negotiate" to the LAWA Representative and the City Representative.

11.1.2 If the matter is not resolved to the satisfaction of the parties to the claim or dispute by negotiation within 5 days of delivery of the invitation to negotiate, any party may elevate the dispute to Level II of the Issue Resolution Ladder.

11.1.3 If the dispute is not resolved by Level II of the Issue Resolution Ladder, then upon the request of a party to the dispute, the matter shall be elevated to Level III of the Issue Resolution Ladder for decision within 5 days. Such request shall include a written statement of the dispute, and supporting documents with respect to the dispute.

11.1.4 If the dispute is not resolved by Level III of the Issue Resolution Ladder, then upon request of a party to the dispute, the matter shall be elevate to Level IV of the Issue Resolution Ladder for decision.

11.1.5 If the dispute is not resolved by Level IV of the Issue Resolution Ladder, the matter shall be elevated to the Mayor of the City (or designee) for decision. Subject to Section 11.2, the decision of the Mayor shall be final.

11.1.6 In no event shall work be stopped in the event of a claim or dispute, except for reasons of public health or safety or where it is absolutely necessary to first resolve the dispute in order to be able to continue work, or where the Parties to a Work Order have mutually agreed to terminate the Work Order.

11.2 Third Party Claims

11.2.1 LAWA and City acknowledge that certain claims and disputes may arise with third parties, including Contractors, with respect to matters arising under or related to this Agreement that will not be resolved through the process in Section 11.1. Each Party shall promptly notify the other if it becomes aware of circumstances presenting the likelihood of a third party claim. Each of LAWA and City shall cooperate and provide any necessary support requested by the other in connection with any such matter. LAWA shall have the right to manage and control any third party dispute involving the LAMP, subject to consultation with the City Attorney.

ARTICLE 12.
MISCELLANEOUS PROVISIONS

12.1 Approvals; Further Documents and Actions

12.1.1 Any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action (collectively, "Approval") required or permitted to be given by any Party hereto pursuant to this Agreement or any Work Order:

(a) must be in writing to be effective (except if deemed granted pursuant hereto); and

(b) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.

12.1.2 The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

12.2 Notices

12.2.1 Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and shall be sent or delivered to the relevant City Department representative listed in the Issue Resolution Ladder, with a copy to the City Representative, and to:

Nicholas Maricich
Director of Planning and Policy Development
Office of the Mayor, City of Los Angeles
Phone No.: (213) 978-0785
e-mail: nicholas.maricich@lacity.org

To LAWA:

Samantha Bricker
Deputy Executive Director for Project Development and Coordination
Los Angeles World Airports
1 World Way
Los Angeles, CA 90045
Phone No.: (424) 646-5054
e-mail: SBRICKER@lawa.org

Any notice or demand to the LAWA shall in the first instance be given by email. Any other notice or demand required hereunder shall be given (a) personally, (b) by e-mail, (c) by certified or registered mail, postage prepaid, return receipt requested, or (d) by reliable messenger or overnight courier to the address of the respective Parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by email on the date sent (with receipt confirmed by telephone and hard copy sent in the mail for any email notices that are required to be copied to a Contractor), and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) Working Days after deposit in the United States mail. City or LAWA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other Party.

12.2.2 Each Work Order shall specify the address for notices to be issued to a City Department under such Work Order.

12.2.3 The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each alternate procedure shall be described in writing and signed by LAWA Representative and the City Representative.

12.3 Waiver

The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to require performance of any such provision or be deemed to modify or amend this Agreement. .

12.4 Amendment: Entire Agreement; Modification

This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by both parties.

12.5 Headings

The headings, which appear at the commencement of each article and section, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the article or section itself, the article or section itself and not the heading shall control as to construction.

12.6 Incorporation of Exhibits

Every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference. In the event of any irreconcilable conflict, ambiguity or inconsistency between or among any of the provisions of the body of this Agreement and any exhibit hereto, the terms and conditions of the body of this Agreement shall control over the provisions of the exhibits,

12.7 Force Majeure

Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence; such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions; provided, however, that lack of funds or funding shall not be considered to be a cause beyond a Party's control and without its fault or negligence. The foregoing events do not constitute force majeure events where they are reasonably foreseeable consequences of Construction. If any of the foregoing events occur, City agrees, if requested by LAWA, and if deemed possible and feasible by the City, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as LAWA agrees to reimburse City for the incremental actual costs of such efforts.

12.8 Severability

If any clause, provision, section or part of this Contract is ruled invalid by a court having proper jurisdiction, then the Parties shall promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of this Contract, which shall be construed and enforced as if this Contract did not contain such invalid or unenforceable clause, provision, section or part.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

LAWA

By: _____

Name: Deborah Flint

Title: Chief Executive Officer

LOS ANGELES DEPARTMENT OF CITY PLANNING

By: _____

Name: Vince Bertoni

Title: Director of City Planning

LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY

By: _____

Name: Frank Bush Sr Frank Bush

Title: GENERAL MANAGER

LOS ANGELES FIRE DEPARTMENT

By: _____

Name: Ralph Terrazas

Title: FIRE CHIEF

LOS ANGELES DEPARTMENT OF TRANSPORTATION

By: _____

Name: Seleta Reynolds

Title: General Mgr

LOS ANGELES BUREAU OF CONTRACT ADMINISTRATION

By: _____

Name: John Reamer

Title: _____

LOS ANGELES BUREAU OF ENGINEERING

By: _____

Name: Gary Lee Moore

Title: _____

LOS ANGELES BUREAU OF SANITATION

By: _____

Name: Enrique Zaldivar

Title: DIRECTOR & GENERAL MANAGER

LOS ANGELES BUREAU OF STREET LIGHTING

By: _____

Name: Ed Ebrahimian

Title: Ed Ebrahimian

LOS ANGELES BUREAU OF STREET SERVICES

By: _____

Name: Nazario Sauceda

Title: Asst Director

LOS ANGELES BUREAU OF CONTRACT ADMINISTRATION

By: _____

Name: John Reamer

Title: Inspector of Public Works

LOS ANGELES BUREAU OF ENGINEERING

By: Gary Lee Moore

Name: Gary Lee Moore

Title: City Engineer

LOS ANGELES BUREAU OF SANITATION

By: _____

Name: Enrique Zaldivar

Title: _____

LOS ANGELES BUREAU OF STREET LIGHTING

By: _____

Name: Ed Ebrahimian

Title: Director

LOS ANGELES BUREAU OF STREET SERVICES

By: _____

Name: Nazario Sauceda

Title: _____

LOS ANGELES DEPARTMENT OF WATER AND POWER

FOR LADWP
APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

FEB - 6 2017

BY _____
TIMOTHY J. CHUNG
DEPUTY CITY ATTORNEY

By: _____

Name: David Wright

Title: GENERAL MANAGER

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

By: _____

LOS ANGELES DEPARTMENT OF WATER AND POWER

By: _____

Name: David Wright

Title: _____

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

By: _____

EXHIBIT A

DESIGNATION OF LAWA REPRESENTATIVE(S) AND CITY REPRESENTATIVE(S)

LAWA REPRESENTATIVE(S):

[To be inserted upon designation by LAWA and incorporated by reference]

CITY REPRESENTATIVE(S):

[To be inserted upon designation by City and incorporated by reference]

EXHIBIT B

CITY OF LOS ANGELES
PDPP NOTIFICATION MATRIX
LOCAL ACCESS MODERNIZATION PROJECT

[To be inserted]

EXHIBIT C

PRE-APPLICATION REVIEW PROCESS

[To be inserted if adopted pursuant to Section 3.3.1.]

EXHIBIT D

PARALLEL DESIGN PERMITTING PROCESS

[To be inserted upon adoption pursuant to Section 3.4.1.]

Exhibit E

ISSUE RESOLUTION LADDER AND POLICIES

Guidelines for Completing the Issue Resolution Ladder Form

1. For City Departments, the top level (Level IV) should be at the Department or Bureau heads as Level IV persons.
2. Replace the generic template job titles with the persons' actual job titles.
3. Enter all phone numbers; do not leave any blank.
4. Do not leave any rows partially blank. If one or more of the organization does not have a person for a given level, fill in the name of the person from the level above or below that will be expected to represent the organization at the level in question.
5. List only one name per organization at each level.
6. The same person should not be listed at multiple levels, but may be allowed if person is at or very near Assistant Director level.
7. Keep information in issue resolution ladder current. Update form any time staff or phone numbers change.
8. Include revision date on form
9. Provide original and update to all persons listed on form.

ISSUE RESOLUTION LADDER GUIDANCE

Level	Time to Escalation*	Type of Issues	Escalate to:
Level I	10 Working Days	-General construction: traffic control, safety, excavation, etc.	Level II
Level II	3 week(s)	-More complex construction -Design -Unforeseen conditions	Level III
Level III	4 weeks or sooner; meets monthly or as needed	-Major impacts: scope, schedule, and/or budget implications	Level IV
Level IV	12 weeks or sooner; meets quarterly or as needed	Unresolved major issues	Mayor

*Note – these are time guidelines only – critical items should be escalated ASAP. If any party thinks an item is critical or needs to be escalated, it should be escalated.

FORM OF ISSUE RESOLUTION LADDER CONTINUES ON NEXT PAGE.

City of Los Angeles Department of Airports Land Access Modernization Program;
Master Cooperative Agreement with City Departments

Contractor: **(name)**

Project Title: **(title)**

Issue Resolution Ladder [To be completed and updated as appropriate to keep current with Project.]

LAWA	CONTRACTOR	LADPW BOE and BCA	LADCP	LADBS	LADOT	BOS	BSL	LADWP - Water	LADWP - Power	LA
Exec. Dir./ Dep. Exec. Director and CFO	President	City Engineer & Inspector of Public Works; BSL Asst. Director					Assistant Director			
( )	( )	( )	( )	( )	( )	( )		( )		( )
	Project Executive	Principal Engineer & Chief Inspector BSL SLE					Street Lighting Engineer			
( )	( )	( )	( )	( )	( )	( )		( )		( )
	Project Manager	Supervisor / Principal Inspector BSL SLEA III					Street Lighting Engineer Assoc. III			
( )	( )	( )	( )	( )	( )	( )		( )		( )
	Project Engineer	Construction Mgr. / Lead Inspector					Street Lighting Engineer Assoc. II			
( )	( )	( )	( )	( )	( )	( )		( )		( )

Issue Resolution Policies

- Inaction is not an option.
- Identify impacted City Departments; Involve only City Departments necessary to particular issue to be resolved.
- Issues will be identified and resolved at the lowest practical level.
- Identify policy level issues and elevate as soon as possible
- Identify issue and elevate ASAP when resolution cannot be achieved. Provide options for resolution. Any party can decide it is time to elevate.
- Identify Time and Cost impacts immediately.
- Time available to resolve issues will be allocated as indicated on the Issue Resolution Ladder before impact on time or Cost.
- Once made, a decision is owned and known by all.
- No bad new letters without discussion first.
- Never give up on issue resolution.

APPENDIX 1

CITY DEPARTMENT SPECIFIC REQUIREMENTS

Specific requirements applicable to each of the City Departments are set forth in the following sections of this Appendix 1:

Appendix 1-A:	Department of City Planning Specific Requirements
Appendix 1-B:	Department of Public Works Specific Requirements
Appendix 1-C:	Department of Building and Safety Specific Requirements
Appendix 1-D:	Department of Transportation Specific Requirements
Appendix 1-E:	Department of Water and Power Specific Requirements
Appendix 1-F:	Los Angeles Fire Department Specific Requirements

Each City Department may also have or develop its own individual software and submittal format requirements and submittal completion checklists for the LAMP. In such case, the relevant City Department and LAWA will meet and confer regarding the same, and such requirements, and the approved City Department – specific requirements for software, submittal format and completion checklist shall be appended to the relevant City Department specific appendix and shall be deemed to be incorporated into this Agreement by reference.

APPENDIX 1-A

DEPARTMENT OF CITY PLANNING SPECIFIC REQUIREMENTS

The Department of City Planning shall:

- Work with LAWA staff to identify and process entitlements necessary for the LAMP, including, but not limited to, general plan amendments, street designation changes, zone changes, specific plan amendments, tract maps, public benefit use determinations and other approvals as needed.

- Work cooperatively with LAWA with respect to the processing of entitlements for LAMP Projects and development, processing and implementation of LAX Specific Plan Amendments, including, if requested by LAWA, participation on technical and policy advisory committees formed for these processes.

- Work cooperatively with LAWA towards processing tenant land-use actions, Specific Plan project Permits, conditional use actions, streetscape plans, area plans and special studies.

- LAWA will consult with the Department of City Planning to identify additional tasks that will require Department of City Planning input and review.

- Department of City Planning shall devote sufficient staff to the LAWA Project to timely perform its obligations consistent with the LAWA Project schedule, and shall assign such dedicated staff to the Project as may be requested by LAWA. If necessary or if requested by LAWA, Department of City Planning shall hire staff specifically for such assignment.

APPENDIX 1-B

DEPARTMENT OF PUBLIC WORKS SPECIFIC REQUIREMENTS

LADPW Specific Provisions:

1 Bureau of Street Lighting Specific Requirements

1.1 Street Lighting. Certain Project Construction will require removal, modification, and reinstallation of existing or installation of new lighting systems depending on the impact of the Project on City Facilities. Provided that LAWA's (or its Contractor's) plan for same has been approved by City, LAWA's Contractors may perform all removals, temporary installations, reinstallation of existing, installation of new lighting systems in compliance with such plan, and interruptions of Street Lighting Systems in compliance with such plan; however, LAWA shall provide at least 3 Working Days prior notice in accordance with the PDPP Notification Matrix before service of Street Lighting Systems is affected. LAWA will cooperate with City to minimize interruption of street lighting service. As required, LAWA shall issue Work Orders for the Rearrangement of lighting systems when required.

1.1.1 Any work that will affect lighting systems, maintained by or under the jurisdiction of the City, must be approved for compliance with applicable City Standards by the Bureau of Street Lighting. All Street Lighting system designs must be approved by the City Director of the Bureau of Street Lighting or designee.

1.1.2 Except as mutually agreed by the Parties, all lighting systems (other than temporary systems) maintained by or under the jurisdiction of City within the boundaries of the Project, as well as all lighting systems in the direct vicinity thereof (on the same circuit) shall be maintained and kept in operation at all times during Construction. Temporary systems shall be maintained and kept in operation in accordance with the Permits for same.

1.1.3 Any work due to the rearrangement that impacts street lighting systems outside the rearrangement area (i.e. circuitry) will require that the entire circuit of the street lighting system be kept operational at all times and will be brought up to the current City standards. This includes the installation of LED lights and low voltage systems.

1.2 Street Lighting Design Review:

1.2.1 LAWA's Contractor will be required to have a Pre-Preliminary meeting to identify Project requirements such as new streetlights and/or pedestrian systems. Pedestrian Street Lighting systems will be required in all commercial/business areas. This meeting will also discuss any new lighting poles or fixtures that will be used on this project, that have not previously been approved.

1.2.2 Preliminary Plan Review must include all existing, new and relocated streetlights, circuitry information, lighting calculations that meet City guidelines service information, pole types and lamp sizes.

1.2.3 Any new fixtures/streetlights that have not been approved by the City will need to go through equipment testing and approval process. The Project schedule must allow 6 months for this process.

1.2.4 The Project schedule must allow 6 months for any improvements that require a Prop 218 process. This process will be required for areas where new lighting will be installed, pedestrian systems added or existing lighting is relocated and the adjacent properties are not in an assessment district and/or are not properly assessed.

1.2.5 Any work within the Project area that impacts street lighting systems outside the project area (i.e. circuitry) will require that the entire circuit of the street lighting system be kept operational at all times and will be brought up to current City standards. This includes the installation of LED lights and low voltage systems.

2 Bureau of Street Services Special Provisions

2.1 Landscaping.

Trees and landscaped areas under ownership or daily control of City shall be preserved whenever practical. Trees in a Project's construction area and which are to remain shall be adequately protected from damage to canopy, trunk or root ball. Trees that must be removed due to Rearrangements shall be replaced in accordance with applicable City Standards and shall be coordinated with the City's Bureau of Street Services, Urban Forestry Division. All new or relocated trees must maintain a distance of 20' from the nearest streetlight. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and LAWA using approved plans. A tree replacement report and a public hearing may be required, at City's discretion, depending on the extent and type of tree replacement.

[Continued on next page.]

3 Bureau of Sanitation Specific Requirements

3.1 Standard Specifications for Sewer and Storm Drain Construction and Rearrangement

3.1.1 Standard Specifications for Public Works Construction ("SSPWC") as adopted by the Board of Public Works, as modified by the Brown Book Additions and Amendments to the SSPWC (formerly Standard Plan S-610) apply to proposals for the design and construction of a Project and/or Rearrangement.

3.1.2 Existing sewers shall be rearranged in accordance with City Standards and design policies if determined to be a Conflicting Facility.

3.1.3 All individual projects proposed in the LAWA-LAMP Improvements that require connection to the existing sewer system shall comply with the Sewer Capacity Availability Review (SCAR) requirements (Fee schedule for review can be found at http://eng.lacity.org/StdFeeList/StdFeeList.pdf). Each project's Sewer capacity availability evaluation includes review of construction plans, identification of tie-in locations, calculation of proposed sewer flows, investigation of sewer capacity within the immediate vicinity of the proposed tie-ins, identification of new sewer line alignments (if necessary),evaluation of impacts on the larger system including primary and trunk lines mitigation of sewer odor issues, and review/storage of pre and post construction CCTV.

3.1.4 Post - construction CCTV of sewers and storm drains relocation/rearrangement shall be submitted for review to City inspector prior to final acceptance of such work.

3.2 Construction and Demolition Waste Management

3.2.1 Pursuant to City Ordinance No. 181519, in order to meet the diversion goals of AB939 and the City of Los Angeles which will total 70 percent (70%) by the year 2013, solid waste haulers, contractors and recyclers shall register with the City to obtain a permit. Each construction and/or demolition project shall reuse or recycle a minimum of 75% of the inert debris and 50% of the remaining construction and demolition debris generated by the project. The project shall promote the City'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.

3.2.2 Hauling and Disposal Operations

A. Hauling: The Contractor is responsible for arranging the collection and hauling of C&D debris by a waste hauler that is permitted by the City of Los Angeles in accordance with Section 66.32 of the Los Angeles Municipal Code.

B. Recycling And Processing Facilities: The Contractor shall be responsible for transporting C&D debris to recycling or processing facilities. The Contractor shall be familiar with the requirements for acceptance of C&D materials at the recycling and processing facilities before the material is delivered. Always call facilities in advance.

C. Disposal Facilities: The Contractor shall be responsible for transporting C&D debris that cannot be delivered to a recycling or processing facility, to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.

D. Site Disposal: The Contractor may not burn, bury, or otherwise dispose of solid waste on the project job-site.

3.3 Permit to Discharge Industrial Wastewater, Construction Dewatering and Groundwater

LAMC 64.30 Industrial Waste Control Ordinance and BPW Rules and Regulations Governing Disposal of Industrial Wastewater into the Publicly Owned Treatment Works of the City of Los Angeles include regulations for Industrial Wastewater, Construction Dewatering and Groundwater discharges.

The Groundwater Program regulates construction dewatering and groundwater discharge. Contractors performing construction related activities are required to obtain a Groundwater discharge permit from LASAN, Industrial Waste Management Division if subsurface water is encountered.

New businesses such as food service establishments, fueling stations, car washes and auto maintenance stations are required to obtain Industrial Waste Discharge permits from LASAN, Industrial Waste Management Division.

3.4 Low Impact Development Program

The City's Stormwater Program is governed by a National Pollution Discharge Elimination System Stormwater Permit (MS4 Permit), adopted by the Los Angeles Regional Water Quality Board (RWQCB) in 2012. One of the requirements in the MS4 Permit was to implement a Low Impact Development (LID) Program for incorporation into the City's development services. In 2012 the City adopted the Low Impact Development (LID) Ordinance, requiring all new development and redevelopment projects mitigate runoff in a manner that captures rainwater at its source, while utilizing natural processes. Project applicants are required to prepare and implement a stormwater mitigation plan when their projects fall into any of the categories designated by the MS4 Permit. All of the individual projects proposed in the LAWA-LAMP Improvements will be required to comply with the LID Ordinance.

APPENDIX 1-C

DEPARTMENT OF BUILDING AND SAFETY SPECIFIC REQUIREMENTS

LADBS Specific Provisions:

[*To be inserted if applicable.*]

APPENDIX 1-D

DEPARTMENT OF TRANSPORTATION SPECIFIC REQUIREMENTS

LADOT Specific Provisions:

1 Traffic Control Devices:

Provided that LAWA's (or its Contractor's) plan for removal and reinstallation of traffic control devices has been approved by City, LAWA's Contractors may perform all removals, temporary installations, reinstallation and interruption of traffic control devices in compliance with such plan and deemed necessary by LAWA; provided, however, that LAWA shall provide prior notice in accordance with the PDPP Notification Matrix before service of traffic control devices is interrupted. LAWA and its Contractors shall cooperate with City to minimize interruption of services of traffic control devices. LAWA may issue Work Orders to City for necessary removal and reinstallation of existing parking meters, traffic signals, and other traffic control devices, including but not limited to posts, signs, pavement markings, and striping, in accordance with LAWA's Construction schedule

APPENDIX 1-E

DEPARTMENT OF WATER AND POWER SPECIFIC REQUIREMENTS

LADWP Specific Provisions:

In the event of any conflict between the following provisions of this Appendix 1-E and the Agreement, the following provisions shall control the Agreement between LAWA and LADWP.

The Parties acknowledge and agree that LADWP is a proprietary Department under the Charter of the City and is charged with separately managing its assets. Certain LADWP actions and obligations under this MOU require the prior approval of the Board of Water Commissioners and, in certain circumstances, the City Council. In the event Board and/or City Council approval is necessary, LADWP and LAWA shall cooperate and coordinate on any necessary approval processes.

I. Power Utility Project Coordination Process

1. **General Agreement**

   a. Deliverable due dates will be agreed upon by both parties after review of each individual project, schedule, and desired in-service date.

   b. LADWP will begin construction only after relevant Permits are granted, fees paid, and prerequisite LAWA milestones achieved.

   c. LAWA change orders will be accounted for and coordinated with LADWP in the bi-monthly meeting minutes.

   d. Depending on individual project needs - Overhead Removals, Meter/Service Removals, New Electric Service, Street Improvements, and Conversions tasks may be done in parallel, where feasible.

   e. All Right of Way (ROW) issues to be resolved by LAWA and finalized by LADWP.

   f. LAWA to issue IDO/Work Authorization Order. Progress/Final Bills not more frequently than once a month, but at least quarterly, LADWP will prepare and submit progress bills for costs incurred.

2. **Standards**

   a. LADWP Electrical Service Requirements Manual – 2015 Edition Dated 01-01-15
   https://www.ladwp.com/cs/idcplg?IdcService=GET_FILE&dDocNa

me=AD17DWPWEB9173007635&RevisionSelectionMethod=Latest Released

b. LADWP Commercial Service Construction Standards – 2016 Edition dated 02/04/16 https://www.ladwp.com/cs/idcplg?IdcService=GET_FILE&dDocName=AD17DWPWEB9173007637&RevisionSelectionMethod=Latest Released

c. LADWP Rules Governing Water and Electric Service dated October, 2008, as amended by Resolution 010 331, 010 362, 011 211, 013 115 and 013 246 https://www.ladwp.com/cs/idcplg?IdcService=GET_FILE&dDocName=QLADWP004601&RevisionSelectionMethod=LatestReleased

d. LADWP Commercial Service Information Form https://wB9173004334&Revww.ladwp.com/cs/idcplg?IdcService=GET_FILE&dDocName=AD17DWPWEisionSelectionMethod=Latest Released

e. LADWP Water "Specifications D101 Developer-Installed Water Distribution Facilities" and Field Notes and As-Constructed Drawings Manual" are available for purchase ($75.00) in a CD-format from LADWP Water located at 111 N Hope, Room 1425, Los Angeles, CA 90012.

3. General Submittals Requirements

a. Overall Project description and location.

b. Site plan including existing and proposed structures with property lines and elevation plans.

c. Project schedule and desired in-service date.

d. LAWA to maintain project progress tracking sheet.

e. Preliminary electrical plans including service information sheet with transformer & meter locations.

f. Scope of all LADWP needs within the project - Overhead Removals, Meter/Service Removals, New Electric Service, Customer Service, Street Improvements, and Conversions.

g. Proposed street and alley vacations and street improvement plans, as applicable, a minimum of 85% or more complete, before LADWP can proceed with design.

h. LAWA shall prepare Traffic Control Plans and shoring plans as applicable and procure Permit/approval from LADOT and LA

Department of Building and Safety (LADBS) unless the Parties mutually agree that DWP will secure permits.

4. **Street Improvements**

   a. LAWA to submit preliminary Street Improvement Plans, a minimum of 85% or more complete.

      i. Submit package to Utility Coordination at 111 North Hope Street, Room 813, Los Angeles, CA 90012.

   b. LAWA to request for a pre-design meeting.

   c. LADWP to generate relocation plans and Civil Plans as required.

   d. LADWP to prepare a Design and Cost Letter including construction duration estimates.

   e. LAWA to pay as LADWP accrues charges. Bill Actual.

   f. LAWA shall procure BOE Permit approval.

   g. LAWA construction.

   h. Public Works Contract Administration inspection.

   i. LADWP inspection (48 hours notice).

   j. LADWP construction.

   k. LADWP to energize service and install meter. Time frame of 4-6 weeks.

5. **New Service**

   a. LAWA to submit 1) Application for service, 2) Service information sheet, 3) Single line diagram, and 4) Site Plan to initiate request for new service and/or temporary power.

      i. Submit package to 2633 Artesian Street, Room 210, Los Angeles, CA 90031.

   b. LAWA to request pre-design meeting. Project may include service to stations, street light, traffic signal, gate crossing, or existing service modification.

   c. LADWP will prepare a Confirmation Letter and marked plot plans including electric service requirements.

   d. LAWA to pay fees based upon Confirmation Letter estimate.

e. LAWA construction.

f. LADBS inspection.

g. LADWP inspection (48 hours notice).

h. LADWP construction.

i. LADWP to energize service and install meter. Time frame of 4-6 weeks.

6. Customer Station

a. LAWA to submit 1) Site Plan, 2) Building Plan, 3) Sections, 4) Single line diagram, 5) Voltages, main sizes, load schedule, and largest motor requirements, and 6) Service-need date.

   i. Submit package to Customer Design Group at 2633 Artesian Street, Room 270, Los Angeles, CA 90012

b. LAWA to request a pre-design meeting. Project may include tracking station to power train. LADWP to provide layout with building orientation and power source details.

c. LADWP will prepare a Requirement Package.

d. LAWA construction.

e. LADWP to provide estimate of fees.

f. LAWA to pay fees based on LADWP estimates.

g. LADWP inspection (48 hours notice).

h. LADBS inspection.

i. LADWP construction.

j. LADWP to energize service and install meter. Timeframe of 4-6 weeks.

7. Overhead Removals / Relocation

a. LAWA to submit preliminary Street Improvement Plans a minimum of 85% or more complete.

   i. Submit package to Utility Coordination at 111 North Hope Street, Room 813, Los Angeles, CA 90012.

b. LAWA to request for a pre-design meeting

c. LADWP to generate relocation plans and Civil Plans as required.

d. LADWP to submit construction costs and duration estimates.

e. LAWA shall procure BOE Permit approval.

f. LAWA to pay as LADWP accrues charges. Bill Actual.

g. LAWA to provide Last Vacancy Notification.

h. LADWP will start removal within 45 days of last vacancy.

8. Conversion

a. LAWA to submit 1) Site Plan, 2) which poles to be converted, and 3) location of project. Submittal plans shall be a minimum of 85% or more complete.

1. Submit package to Conversion Group at 111 North Hope Street, Room 819, Los Angeles, CA 90012.

b. LAWA to request for pre-design meeting.

c. LADWP will prepare a letter with cost estimate. A seven-percent engineering fee based on total job cost is assessed.

d. LAWA to pay as LADWP accrues charges. Bill actual.

e. LADWP to generate conduit drawing for BOE approval.

f. LAWA to procure BOE Permit approval.

g. LAWA construction.

h. Public Works Contract Administration inspection.

i. LADWP inspection (48 hours notice).

j. LADWP to energize new underground system.

9. Premier Account

a. LAWA has a contact at LADWP for miscellaneous issues and concerns:

Contact Evelina Tverdohleb of Premier Account Management Group at 111 North Hope Street, Room 1014, Los Angeles, CA 90012, Telephone No. 213-367-4384.

II. LADWP Work Orders and Billing Process

This Article II sets forth a Fiscal Year alternative to the calendar year provisions for establishment of the Annual Work Plan, and other planning and reimbursement provisions in Section 10 of the Agreement. Section 10.2.2 of the Agreement provides, in pertinent part, "If in the future the City and LAWA desire to change to the relevant provisions of this Agreement regarding the Annual Work Plan to coincide with the City's Fiscal Year budget process they may do so by mutual agreement, provided that any such change must be agreed to sufficiently prior to adoption of the next Fiscal Year budget so that it may be incorporated in such budget, and upon adoption the revised Fiscal Year Annual Work Plan shall supersede any calendar year Annual Work Plan already adopted for the relevant calendar year." The requirements in this Article II regarding "Fiscal Year" activities shall be interpreted to apply on a calendar year basis, and relevant dates shall be substituted with dates necessary to implement the requirements on a calendar year basis in accordance with the dates set forth in Section 10.2.2 of the Agreement, unless and until LAWA and LADWP mutually agree in writing to implement the requirements in this Article II on a Fiscal Year basis.

1. Engineering Design Review and Coordination Work Order

a. No later than January 15th of each year, LAWA shall provide an annual project scope summary in writing for the upcoming Fiscal Year (July 1 to June 30).

b. No later than February 15th of each year, LADWP will provide to the LAWA an estimate on related costs for activities such as design review and coordination for the upcoming Fiscal Year.

c. LAWA and LADWP will negotiate the upcoming Fiscal Year budget within a period of 14 calendar days after receipt of LADWP's estimate. *LADWP will approve changes if appropriate.*

d. Upon approval by LAWA Board, LAWA shall issue a work order number for engineering design review and coordination activities for the upcoming fiscal year prior to the start of that Fiscal Year (July 1). LADWP personnel will charge time to this LAWA's work order.

e. LADWP will notify LAWA in writing when 75 percent of the Fiscal Year budget has been spent.

f. LADWP will send a monthly copy of the "Monthly Status Report of Billable Projects" pertaining to LAWA LAMP projects for LAWA's review. Incurred costs will be identified up the previous month.

g. In the event of an unanticipated cost overrun, LAWA shall authorize additional funds, if appropriate.

2. Project Work Order

a. Within 14 work days after LAWA provides a project scope, LADWP will provide to the LAWA an estimate (Interdepartmental Order Form [IOD]) for project work-related costs for activities such as pole relocation, guy wire relocation, maintenance hole elevation adjustment, underground facility relocation and construction inspections.

b. LAWA and LADWP will negotiate the project work within a period of 14 calendar days after receipt of LADWP's estimate. *LADWP shall approve changes, if appropriate.*

c. Upon approval by LAWA, LAWA shall issue a work order number for the project work. LADWP personnel will charge time for labor, equipment, and material associated to the project to this LAWA's work order.

d. LADWP will notify LAWA in writing when 75 percent of the project work order has been spent.

e. LADWP will send a monthly copy of the "Monthly Status Report of Billable Projects" pertaining to LAWA LAMP projects for LAWA's review. Incurred costs will be identified up the previous month.

f. In the event of an unanticipated cost overrun, LAWA shall authorize additional funds if appropriate.

3. Billings

a. LADWP will submit billing either monthly or quarterly as appropriate for each particular work order.

b. The billing will begin as soon as practical following the commencement of the work specified under each work order.

c. Each billing will include the following:

i. Costs incurred for that billing period.
ii. Identify LAWA's work order number and IOD number.
iii. Include copies of invoices and cost data, including a breakdown of the direct and indirect costs,
equipment, and material cost incurred during the billing period.
iv. Invoices shall be address to LAWA's Financial Manager.

d. Within 30 calendar days of receipt, LAWA shall provide payment of LADWP's invoices that are in compliance with the aforementioned provisions.

III. Water Utility Project Coordination Process

1. General Agreement – Water System

a. Deliverable due dates will be agreed upon by both parties after review of each individual project, schedule, and desired in-service date.

b. LADWP will begin construction only after relevant Permits are granted, fees paid, and prerequisite LAWA milestones achieved.

c. LAWA change orders will be accounted for and coordinated with LADWP in the bi-monthly meeting minutes.

d. Depending on individual project needs - Water Main Relocations, Meter/Service Relocations/Removals, New Water Service, Fire Hydrant Relocations/New Installs, and Street Improvements tasks can be done in parallel with LAWA's project, only after LADWP provides written approval.

2. General Submittals Requirements

a. Overall Project description and location.

b. Site plan including existing and proposed structures with property lines and elevation plans.

c. Project schedule and desired in-service date.

d. Preliminary water plans which specifies the location of all existing and proposed water meters and fire hydrants.(i.e. service information plan)

e. Scope of all LADWP needs within the project - Water Main Relocations, Water Main Enlargements, Meter/Service Relocation/Removals, New Water Service, Customer Service, and Street Improvements.

f. Proposed street and alley vacations and preliminary/final street improvement plans, if available.

g. Work Authorization Order after Pre-design meeting.

3. **Street Improvements**

   a. LAWA to submit preliminary Street Improvement Plans.

      i. Submit package to Western Water Distribution Engineering at 111 North Hope Street, Room 1425, Los Angeles, CA 90012.

   b. LAWA to request for a pre-design meeting.

   c. LAWA to submit for Civil plan approval from Bureau of Engineering (BOE).

   d. LAWA to submit Water Design Plan for LADWP approval.

   e. LADWP to provide LAWA a cost estimate for all LADWP related work within 4 months of receiving the final and approved street improvement plans.

   f. LAWA to pay fees if any. Bill Actual.

   g. LAWA to construct after DWP and BOE civil plan approval.

   h. LADWP to provide inspection.

4. **New Service, Meter/Service Relocations/Removals, and Fire Hydrant Relocations/New Installs**

   a. LAWA to submit 1) Application for service, 2) Service information sheet, 3) Approved plumbing plan, 4) Site plan to initiate request for new service and/or temporary water, 5) Approved service advisory request, 6) Water demand, main sizes, location of fire Hydrants and water services, and 7) desired in service date.

      i. Submit package to Western Water Distribution Engineering at 111 North Hope Street, Room 1425, Los Angeles, CA 90012.

b. LAWA to request pre-design meeting.

c. LADWP will prepare a Letter of Charges.

d. LAWA to pay all fees described in the Letter of Charges.

e. LADWP to construct within 4-6 months of receiving payment.

5. Water Main Abandonment / Relocation

a. LAWA to submit preliminary Street Improvement Plans.

   i. Submit package to Western Water Distribution Engineering at 111 North Hope Street, Room 1425, Los Angeles, CA 90012.

b. LAWA to submit Form 60 including construction duration estimates.

c. LAWA to request for a pre-design meeting.

d. LAWA will submit final plans to LADWP, and LADWP will prepare a cost estimate for all necessary work.

e. LAWA to pay all fees described in the Letter of Charges.

f. LAWA to provide Last Vacancy Notification.

g. LADWP to complete construction within 4-6 months of receiving payment. If significant water relocation work is necessary, LADWP may need more time to construct.

6. Premier Account

a. LAWA has a contact at LADWP for miscellaneous issues and concerns.

   i. Contact Evelina Tverdohleb of Major Account Group at 111 North Hope Street, Room 1014, Los Angeles, CA 90012, Telephone No. 213-367-4384.

APPENDIX 1-F

LOS ANGELES FIRE DEPARTMENT SPECIFIC REQUIREMENTS

1. LAFD Specific Provisions:

[*To be inserted if applicable.*]

ATTACHMENT C

CITY DEPARTMENTS' POSITIONS REQUESTED TO SUPPORT THE LAX LAMP PROJECTS				
Department	**Number of Positions**	**New Position Y/N**	**Positon Title**	**Est. Annual Cost including CAP* Rates**
Building and Safety	0.50	Y	Building Civil Engineer II	$156,810
Department of Water and Power	0.50		Wastewater Engineer	$178,269
	0.50		Electrical Engineer	$186,296
Fire	0.25	N	Fire Protection Engineering Associate IV	$89,244
Planning	1.00	Y	Principal City Planner (LAMP Project Coordinator)	$490,014
	1.00	N	Senior City Planner	$410,027
	1.00	N	City Planner	$348,275
Public Works: Bureau of Contract Administration	0.50	N	Principal Construction Inspector	$143,422
Public Works: Bureau of Engineering	1.00	Y	Civil Engineer	$327,063
Public Works: Bureau of Sanitation	0.25	N	Environmental Engineer	$69,458
Public Works: Bureau of Street Lighting	0.25	Y	Street Lighting Engineer	$97,605
Public Works: Bureau of Street Services	0.25	N	Landscape Architect	$63,685
Transportation	0.50	Y	Transportation Engineering Associate III	$81,171
Additional Staff Support			Various	$400,000
Total Estimated Labor - FTEs**	**7.50**			**$3,041,339**
Other Reimbursable Costs				$158,661
Grand Total				**$3,200,000**

*Cost Allocation Plan

**Full Time Equivalent