

# LOS ANGELES FIRE DEPARTMENT



KRISTIN M. CROWLEY  
FIRE CHIEF

November 21, 2024

BOARD OF FIRE COMMISSIONERS  
FILE NO. 24-115

TO: Board of Fire Commissioners

FROM:  Kristin M. Crowley, Fire Chief

SUBJECT: MEMORANDUM OF UNDERSTANDING FOR PROJECT DELIVERY  
FOR THE LOS ANGELES WORLD AIRPORTS PROJECTS

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

## SUMMARY

The Memorandum of Understanding (MOU) for Project Delivery between the Los Angeles Fire Department (LAFD) and the Los Angeles World Airports (LAWA) is for the continued cooperation for facilities development projects. The Agreement between the LAFD and LAWA is for project delivery to continue and expand upon the partnership by establishing and engaging a cooperative process for the analysis, planning, programming, design, permitting and construction of the LAWA Projects.

The purpose of this MOU Agreement is to establish an overall commitment to a cooperative process for LAWA Projects delivery, a process for coordination during the LAWA Projects planning and preliminary design phase, including the early enabling projects, and refinement of processes and procedures to implement later stages of the Project development process which is a process of identifying, planning, designing and effecting.

The LAWA is currently in the environmental and entitlement planning phases as well as design and construction phases for several airport related projects consisting of, but not limited to the Landside Access Modernization Program (LAMP), Airfield Terminal Modernization Program (ATMP), Auxiliary Curbs Projects, roadway and intersection improvements and other Airport Facilities developments. The LAWA projects are a high priority for LAWA and the City of Los Angeles.

## RECOMMENDATIONS

That the Board:

1. Approve the MOU between the LAFD and LAWA for a period of five years.

2. Authorize the Fire Chief to execute the attached MOU for project delivery between LAFD and LAWA.
3. Authorize the Fire Chief sole discretion to execute amendments during the five-year term of the MOU.
4. Transmit the MOU to the Mayor for approval in accordance with Executive Directive No. 3.
5. Transmit the attached MOU to the City Council in accordance with the Los Angeles Administrative Code, Section 10.5, for consideration and approval.

**FISCAL IMPACT**

There is no impact to the General Fund

Board Report prepared by Kairi Brown, Assistant Chief, Fire Prevention and Public Safety Bureau.

Attachment

**MEMORANDUM OF UNDERSTANDING  
FOR PROJECT DELIVERY OF THE LOS ANGELES WORLD AIRPORTS PROJECTS**

**BY AND BETWEEN**

**LOS ANGELES WORLD AIRPORTS**

**AND**

**LOS ANGELES DEPARTMENT OF PUBLIC WORKS, TRANSPORTATION, CITY**

**PLANNING, FIRE, AND WATER AND POWER**

## TABLE OF CONTENTS

ARTICLE 1.....	7
General Provisions .....	7
1.1 Purpose and Scope of Agreement.....	7
1.2 Duration of Agreement.....	8
1.3 Definitions.....	8
ARTICLE 2.....	19
SINGLE POINT OF CONTACT AND OVERSIGHT COMMITTEES .....	19
2.1 Establishment of Single Point of Contact Meeting and Oversight Committee Coordination Committee.....	19
2.2 Oversight Committee.....	20
ARTICLE 3. Planning, Design and Engineering Review and Coordination.....	20
3.1 City Department Services During Planning and Preliminary Design Phase .....	20
3.2 City Department Design and Engineering Review Services.....	22
3.3 Pre-application Review Program and Parallel Process for Entitlements and plan check. ....	23
3.4 Submittals to the City of Los Angeles Department of Building and Safety (LADBS) that require Other City Department Clearance .....	23
3.5 Submittals and Comment Resolution .....	24
3.6 Process for Engineering, Review and Comment .....	25
3.7 Design Criteria.....	27
3.8 Not Used.....	28
3.9 Rearrangements.....	28
3.10 Betterments .....	29
3.11 Changes in Approved Plans .....	30

3.12	Worksite Traffic Control Plans .....	30
3.13	Rights-of-way, which must be acquired for Replacement Facilities and Rearrangements Coordination of New and Unrelated City and Other Facilities.....	30
ARTICLE 4.	Right of Way, Access and Property Rights .....	31
4.1	Acquisition of Replacement Property for Relocation of Conflicting Facilities.....	31
4.2	Use of Property for Temporary LAWA Facilities .....	31
ARTICLE 5.	Construction .....	32
5.1	Permits.....	32
5.2	Construction Staging Plans.....	32
5.3	Construction Coordination.....	33
5.4	Work in Streets.....	33
5.5	Temporary and Permanent Street Closures.....	34
5.6	Night and Weekend Work .....	34
5.7	LAWA Construction of Rearrangements .....	35
5.8	City Departments Construction of Rearrangements .....	35
5.9	Maintenance .....	36
5.10	"As-Built" Drawings .....	36
5.11	Underground Service Alert.....	36
5.12	City Departments Activities During Construction .....	36
5.13	Waste Generated by Project.....	37
ARTICLE 6.	.....	37
Inspection.....	.....	37
6.1	Inspection During Construction.....	37
6.2	Final Inspection .....	39

6.3	Materials, Equipment and Prototype Testing .....	40
ARTICLE 7.	Disposition of Salvaged Materials .....	41
7.1	Salvage .....	41
7.2	Salvage Credits .....	41
ARTICLE 8.	Reimbursements to City Departments .....	41
8.1	Reimbursement to City Departments.....	41
8.2	Reimbursement for Abandoned Facility .....	42
ARTICLE 9.	Reimbursements and Credits to LAWA .....	42
9.1	Betterment Payment.....	42
9.2	Credits to LAWA Where City Departments Performs Work.....	42
9.3	Payments to LAWA Where LAWA Performs Work .....	43
9.4	Not Used .....	43
9.5	Direct and Indirect Costs.....	43
ARTICLE 10.	ANNUAL Work Plans, Work Orders, Billings, Deadlines and Delays.....	43
10.1	Work Performed by City Departments.....	43
10.2	Annual Work Plans .....	44
10.3	Work Order Changes .....	45
10.4	Procedures for City Departments Billings to LAWA .....	46
10.5	Procedures for LAWA Billings to City Departments .....	47
10.6	Payment of Billings.....	47
10.7	Records .....	48
ARTICLE 11.	Resolution of Disputes.....	48
11.1	Attempt to Resolve .....	48
11.2	Third Party Claims.....	49
ARTICLE 12.	Miscellaneous Provisions .....	49

12.1 Approvals; Further Documents and Actions.....	49
12.2 Notices.....	50
12.3 Waiver.....	51
12.4 Amendment: Entire Agreement; Modification.....	51
12.5 Headings.....	51
12.6 Incorporation of Exhibits.....	51
12.7 Fair Operation of Memorandum of Understanding.....	51
EXHIBIT A.....	55
EXHIBIT B.....	56
EXHIBIT C.....	57
EXHIBIT D.....	58
Exhibit E.....	59
APPENDIX 1.....	63
APPENDIX 1-A.....	64
APPENDIX 1-B.....	65
APPENDIX 1-C.....	71
APPENDIX 1-D.....	72
APPENDIX 1-E.....	73
APPENDIX 1-F.....	86
APPENDIX 2.....	87
APPENDIX 3.....	88

**MEMORANDUM OF UNDERSTANDING**

**FOR PROJECT DELIVERY OF THE LOS ANGELES WORLD AIRPORTS PROJECTS  
BY AND BETWEEN**

**LOS ANGELES WORLD AIRPORTS**

**AND**

**LOS ANGELES DEPARTMENTS OF PUBLIC WORKS, TRANSPORTATION, CITY  
PLANNING, FIRE, AND WATER AND POWER:**

THIS MEMORANDUM OF UNDERSTANDING FOR PROJECT DELIVERY OF THE LOS ANGELES WORLD AIRPORTS FACILITIES DEVELOPMENT PROJECTS dated \_\_\_\_\_, 2024 (the "MOU" or "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 (including the "City Departments" as defined in Article 1, Section 1.3.10). 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 phases as well as design and construction phases for several airport related Projects consisting of but not limited to the Landside Access Modernization Program (LAMP), Airfield Terminal Modernization Program (ATMP), Auxiliary Curbs Projects, roadway and intersection improvements and other Airport Facilities developments (each individually a "Project," and collectively "Projects"). The LAWA Projects are a high priority for LAWA and the City. This MOU shall supersede the Master MOU for project delivery of the Landside Access Modernization Project by and Between the City of Los Angeles Department of Airports and The City of Los Angeles Departments dated February 6, 2017. All permits issued and in progress as of the effective date of this MOU are exempt from all terms and conditions herein.

B. LAWA may use various project delivery methods for the LAWA Projects, which may include Design, Build, Finance, Operate and Maintain ("DBFOM"), Design, Build, Operate and Maintain ("DBOM"), Design/Build ("DB"), Progressive Design Build ("PDB"), Construction Manager at Risk ("CMAR"), and traditional Design-Bid-Build ("DBB"). LAWA's preferred method of project delivery is Progressive Design Build. This MOU is focused on the Progressive Design Build delivery method. If LAWA changes its contract delivery strategy, clauses in this MOU may need to be revisited by the City Departments. 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), in an accelerated, coordinated, 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 LAWA Projects, Rearrangements of and Betterments to City Facilities occasioned by the LAWA Projects.

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 Departments 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 Departments by establishing and engaging in a cooperative process for the analysis, planning, programming, design, permitting and construction of the LAWA Projects.

1.1.2 This Agreement establishes (a) the City Departments overall commitment to a cooperative process for LAWA Projects delivery, (b) a process for coordination during the LAWA Projects 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) the terms pursuant to which the City Departments will provide dedicated staff as agreed upon to provide engineering, technical, analytical, including Bureau of Contract Administration (BCA) and Office of Contract Compliance services related to prevailing wage and other applicable ordinances for which BCA is named as the Designated Administrative Authority and is covered by separate MOU's. As well as administrative support services as requested by LAWA to expedite Project design and construction, (d) a process for identifying, planning, designing and effecting Rearrangements of City Facilities necessitated by a Project or Betterments desired by City Departments in connection with a Project, (e) 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 LAWA Projects, and (f) the manner in which LAWA and City Departments will be reimbursed, when applicable, for their respective costs of any of the activities. LAWA will coordinate with the Department of Building and Safety, Bureau of Engineering and Bureau of Contract

Administration in collaboration to review scope in the private right-of-way. Bureau of Engineering and Bureau of Contract Administration have agreed to reduce redundancies in permit review, issuance, and inspections as much as possible.

## 1.2 Duration of Agreement

The term of this Agreement (the "Term") shall commence on the Effective Date and shall expire 5-years after the effective date unless extended by the Parties for another 5-year term as set forth herein. If LAWA desires to continue the Agreement past the Term, LAWA shall notify the other Parties no later than 6 months prior to the expiration date. Upon mutual agreement, the Parties may make any necessary non-material changes to the MOU and extend the Term for another 5-years upon written agreement between the Parties. This Agreement may be terminated by a particular Party at any time by providing written notice of such termination in accordance with the notice provisions of this MOU. Termination by a particular Party does not affect any other Party's obligations pursuant to this Agreement.

## 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 Departments for each Project, specifying the work that City Departments 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. BCA is the independent quality assurance agency within the Department of Public Works responsible for ensuring that construction work in the City's public right-of-way is safe and in compliance with governing laws.

1.3.4 BCA 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 source material identification, fabrication and manufacturing processes of components and materials incorporated into construction rearrangements for material installation in the Public Right-of-Way.

1.3.6 Betterment means an upgrade to an existing facility, Replacement Facility, or component thereof, requested by City Departments 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 should **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 LAWA's various Final Environmental Impact Reports or Environmental Assessments and any supplemental environmental reports.
- (c) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size. Not to include LAWA maintained facilities and infrastructure.
- (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.
- (e) If the Basis of Design requires the improvements to cover requirements due to the modification of existing site conditions (including but not exclusive to hydrology, ADA compliances, pedestrian path of travel, and lane change and queuing line requirements

1.3.7 Not Used

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 defined in section 1.3.10 that are party to this agreement.

1.3.9 City Department Comment Review Period means the City Departments will endeavor to review permit packages as expeditiously as possible, The Comment Review Period should be limited to thirty (30) calendar days or less whenever practicable.

1.3.10 City Departments means all of the departments of the City (other than LAWA) that are party to this agreement that may be required to review and comment on a LAWA Project Design, issue any permits or approvals with respect to a LAWA Project, or provide any services in connection with the design, construction, financing, operation and/or maintenance of a LAWA 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 (StreetsLA), Bureau of Street Lighting (BSL), Bureau of Engineering (BOE), Bureau of Sanitation (BOS), and Bureau of Contract Administration (BCA), collectively (“LADPW”), 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 LAWA Project at some point during the project design or construction but may not be signatories to this MOU. In such an event, when applicable, City and LAWA should 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 LAWA Project, such as structures, improvements, and other properties, which is under the ownership or operating jurisdiction of the City Departments, 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 Departments 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 of Los Angeles, responsible for ensuring that the City Departments provide required assistance of staff, The initial appointment of the City Representative(s) is set forth in Exhibit A. The City Representative or their designee may participate in the Oversight Committee.

1.3.14 City Right-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 Departments design standards and ordinances that are within the City Departments control.

1.3.16 Conflicting Facility means an existing City Facility, which LAWA and City Departments determine is so situated as to require Rearrangement in order to construct or operate a LAWA 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. Any reference to the "Contractor" in this document should mean LAWA is to direct their contractor to deliver or perform work using this agreement as a guideline.

1.3.20 Single Point of Contact Meeting ("SPOC") 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 Departments, and in Article 9 for costs incurred by LAWA.

1.3.22 Day or day means calendar days. The start of calendar day counting starts the following day after submittal.

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 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 to required formats and software, differ among the various City Departments.

1.3.28 Permit Design Development means the phase of the Design process after the basis of design is developed and agreed to by LAWA, the City Departments, and the Contractor. This phase will consist of Schematic Design and Detailed Design and should validate design concepts and system criteria and develop a clear indication of design solutions for requirements outlined in the Basis of Design Phase. At the completion of Permit Design Development, major features of the architectural, structural Design and third-party interfaces have advanced in conjunction with performance specifications and minimum design parameters and

plan requirements detailed in Appendix 1-B, thereby providing the basis for Final Design. This is further defined in Article 3.

1.3.29 Not Used

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 3.1.2.

1.3.32 Expired Service Life Value is defined in Section 9.4.

1.3.33 Final Inspection Correction List (FICL) means the itemized list of work that deviates from the Approved for Construction set of plans (AFC), that is observed during the Final Inspection. The Permittee is responsible for resolving the FICL prior to receiving Final Acceptance (FA) of the work.

1.3.34 Final Design means the phase of the Design process, which will be at 100% and will provide 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. Following review and comments the contractor will make the necessary changes and sign and seal as "Engineer of Record". This will also be known as Approved for Construction (AFC), Ready for Construction (RFC), and Issued for Construction (IFC). This phase should be limited to one (1) to two (2) months based on the complexity of the projects and LAWA's discretion with its Contractor. The Contractor should strive to complete final comments as expeditiously as possible for final review and signature. The issuance of the AFC set by the City Departments will allow the contractor to enter the Construction Phase of the project as defined in section 1.3.78. City Departments are responsible for review of the AFC, RFC, and IFC drawing plans. It is the responsibility of the Contractor's Engineer of Record to be responsible for the completeness, validity, and accuracy of the design.

1.3.35 Fiscal Year means each one-year period commencing on July 1<sup>st</sup> of a calendar year and terminating on June 30<sup>th</sup> of the following calendar year.

1.3.36 Not Used

1.3.37 Issue Resolution Ladder means the document identifying the Project(s) team members of each City Department, LAWA, and Contractor, and/or Designer 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 LAWA Project is defined in Recital B.

1.3.41 LAWA 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 Coordinator means the LAWA employee or employees who will receive notices from BCA and will be present at 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 LAWA, or the holder of a specified office or position, responsible for managing and coordinating LAWA interaction with the City Departments, overseeing the coordination effort among LAWA, the City Departments 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 Single Point of Contact Meetings 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 Issue resolution ladder). (see Article 6.1.1)

1.3.46 Milestone Design Submittals means a Contractor's design submittals required after the initial basis of design development for a Project. Contractor shall endeavor to make submittals as complete as possible for City Departments review based on information defined during the basis of design and the minimum design parameters and plan requirements defined in Appendix 1-B. Contractor and designer shall go through Review Cycles with City departments which will continue until the City Department is ready to issue the required permit.

1.3.47 Oversight Committee is defined in Section 2.2.

1.3.48 Not Used

1.3.49 Not Used

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

1.3.51 Not Used

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>"

1.3.53 Pre-Application Review Program (PARP) shall identify 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. The PARP is further defined in Section 3.3.

1.3.54 Not Used

1.3.55 Not Used

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 Departments 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 LAWA 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 Departments Standards as set forth herein.

1.3.60 Statement of Completion means a statement issued by the BCA Final Inspector indicating that all work authorized by the Bureau of Engineering



has been acceptably completed and accepted by the inspector of public works for a specified permit.

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. Lighting systems on private property and private facilities owned and maintained by LAWA are not under the jurisdiction of the Bureau of Street Lighting and not considered part of the Street Lighting System.

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 Detour Plan 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, detours, or other traffic control devices.

1.3.64 Not Used

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 Department acceptance by signing off on the Work Order.

1.3.66 Not Used

1.3.67 Working Group is defined as and used interchangeably with the term "Single Point of Contact Meeting". The working group is defined in section 2.1

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.

1.3.69 Basis of Design Phase means the period of time after notice to proceed but before Permit Design Development that the contractor shall meet with

the City Department and define the minimum design parameters and standards for each milestone submittal (e.g., Schematic Design, Detailed Design, Final Design) to be used for the specific project. The Basis of Design Phase should generally be limited to four (4) to six (6) months based on the complexity of the projects and LAWA's discretion with its contractor. Minimum design parameters and B-Permit plan requirements are detailed in Appendix 1-B. Any betterments as defined in section 1.3.6 should be identified and negotiated between LAWA and the City Department during this period.

1.3.70 Review Cycle means a submittal initiated by the contractor through the appropriate submittal process, a City Department comment Review Period as defined in section 1.3.9, return of comments by The City Departments to the Contractor, and a Clarification and Response period by the Contractor as defined in section 1.3.77 before the next submittal initiating the next review cycle. Review cycles shall not consist of series of emails with design or construction related questions. There shall be a marked difference between submittals unless the Contractor is at the Final Design phase. Permit approval is subject to the discretion of the City Engineer.

1.3.71 Progressive Design Build Means the delivery method that allows for collaborative development of the project design developed by LAWA and the Contractor a step-by-step process.

1.3.72 Construction Manager at Risk Means the delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price which is based on the construction documents and specifications at the time of the Guaranteed Maximum Price plus any reasonably inferred items or tasks.

1.3.73 ProjectDox is a software the City Departments use for electronic B-permit submission and file management. Comments in ProjectDox need to be addressed by the Contractor in a timely fashion and will be closed at the discretion of the City Engineer.

1.3.74 Schematic Design means the phase of the Design process, which will be at 20% to 50% of the design progression and will provide the schematic design and technical specifications for all temporary and permanent project facilities. This phase addresses all design review comments, construction issues, and third-party comments discussed in the basis of design and progresses all engineering, architectural, and systems of such phase of the design process necessary for schematic construction documents. This phase should generally be limited to two (2) to four (4) months based on the complexity of the projects and LAWA's discretion with its contractor. The Contractor should strive to go through one review cycle as defined in section 1.3.70.

1.3.75 Detailed Design means the phase of the Design process, which will be at 50% to 80% of the design progression and will provide the detailed design

and technical specifications for all temporary and permanent project facilities. This phase addresses all design review comments, construction issues, and third-party comments discussed in the schematic design and progresses all engineering, architectural, and systems of such phase of the design process necessary for detailed construction documents. This phase should generally be limited to two (2) to four (4) months based on the complexity of the projects and LAWA's discretion with its Contractor. The Contractor should strive to go through one review cycle as defined in section 1.3.70.

1.3.76 City Departments Permit Coordination Representative means, for each Project, the person(s) designated by the City Engineer responsible for the coordination of review of submittals, issuance of comments and approvals, and the interaction among the City Departments to ensure that the procedures established in this Agreement have been complied with. The initial appointment of the City Departments Permit Coordination Representative is set forth in Exhibit A.

1.3.77 Review Cycle Clarification and Response Period means the Contractor will endeavor to review and address comments returned by the City Departments on permit packages as expeditiously as possible. The Contractor will digest comments and ask pertinent questions to ensure they adequately understand the City Departments comments and requirements. The Contractor shall address comments for resubmittal to the City Departments initiating the next Review Cycle. The City Departments will be available for in-person workshops and comment resolution meetings as necessary. The Clarification and Response period can be affected by package size, complexity, project priority, and design schedule. The Review Cycle Clarification and Response Period should be limited to thirty (30) calendar days or less whenever practicable.

1.3.78 Construction Phase means the period of time after final design and the issuance of the Approved for Construction (AFC) set of plans. During this phase of work the Contractor shall coordinate with the Bureau of Contract Administration (BCA) and the permitting departments for necessary pre-construction activities, inspections, Interim Change Authorizations (ICA) as defined in section 1.3.81, punch list, resolution of Job Memorandums as defined in section 1.3.79, resolution of Notices of Non-Compliance (NNC) as defined in section 1.3.80, and any other construction related requirements. If the Contractor fails to resolve an NNC it will delay acceptance of the work. This phase of work shall be complete when the City Departments issue the Statement of completion as defined in section 1.3.60 and closes out the permit as defined in section 1.3.82.

1.3.79 Job Memorandum (JM) is intended for the Inspector to communicate written instructions regarding routine matters, confirming verbal instructions or discussions with a contractor or permittee, where a Notice of Non-Compliance may not be appropriate, or where the circumstances are not of such importance as to warrant the issuance of the Notice of Non-Compliance.

1.3.80 Notice of Non-Compliance (NNC) is intended for the Inspector to communicate written instructions regarding safety violations, non-compliant work, and non-compliant materials. Notices of Non-Compliance can be issued regarding safety violations, non-compliant work or materials related to the Approved for Construction set of Plans and legal requirements of the project. An NNC may also be issued to stop work on any portion of the job if the contractor's methods cause unsafe conditions or will result in defective work which would be impractical to correct or to replace subsequently while permitting other (conforming) portions of the work to continue. When this notice is issued to the Contractor on the job who is not the permittee or prime contractor, the notice will be addressed to both the party on the job and the permittee or prime contractor and copied to the LAWA Construction Representative. The Contractor shall endeavor to resolve an NNC as expeditiously as possible within 15 calendar days with BCA and the permitting departments. NNCs not resolved or cleared by the Bureau of Contract Administration may result in a permit not being finalized.

1.3.81 Interim Change Authorization (ICA) means an authorized change approved by the Authorities Having Jurisdiction on the Approved for Construction (AFC) set of plans or permit details that is required to correct or modify the Approved for Construction set of plans. The Contractor may request an ICA from the Authorities Having Jurisdiction to address changed or unforeseen conditions, errors and omissions, changes in scope, or to address non-compliant construction. The Contractor is responsible for requesting a design change. The Contractor shall coordinate with BCA and the permitting department who has jurisdiction over the ICA. The contractor shall coordinate with BCA and the authority having jurisdiction over a plan set who has purview over the plan set to group together plan changes and minimize ICA's as much as possible. The Contractor shall make the necessary plan changes and submit the ICA to the City Department for review. ICA Submittals should be reviewed within the ICA City Comment Review Period defined in section 1.3.87. The Contractor shall not perform work on the scope of the ICA until the City Department has approved the ICA.

1.3.82 Permit Closeout means the period after the Bureau of Contract Administration (BCA) issues final acceptance established with the issuance of the Statement of Completion for a specified permit. The Contractor shall submit as-built drawings in conformance with section 5.8. Once as-built drawings are submitted and accepted by the City Departments the Bureau of Engineering (BOE) will release any remaining construction deposit funds and will close the permit. The Bureau of Engineering will provide any necessary Temporary Certificate of Occupancy (TCO), or Certificate of Occupancy (CofO) clearances required for adjacent parcels once BCA has issued a Statement of Completion and they have confirmed there are sufficient remaining deposits funds to process the as-built drawings and permit closeout.

1.3.83 Partnering means business partnering used in the architecture, engineering, and construction industry. Partnering is intended to assist project

teams with setting goals, resolving disputes, and improving project outcomes. Partnering should occur throughout the lifecycle of the project at a frequency determined by the project team.

1.3.84 BlueBeam means a collaborative software that can be used to host a plan review where multiple people can review and comment on the same document. The City Department should coordinate review sessions with the Contractor during the milestone design process as applicable.

1.3.85 Final Acceptance means that the work authorized by the Bureau of Engineering under a specified permit is completed and accepted by the BCA Inspector of Public Works. The issuance of the statement of completion (SOC) by the Bureau of Contract Administration (BCA) indicates Final Acceptance. This is also known as Field Acceptance.

1.3.86 Inspector of Public Works (IPW) means the Director and General Manager of the Bureau of Contract Administration (BCA)

1.3.87 Interim Change Authorization (ICA) City Departments Comment Review Period means the City Departments will endeavor to make ICA's a priority and review ICA's as expeditiously as possible and utilize staff resources as much as practicable. The review period can be affected by package size, complexity, staff time, and available staff resources. The ICA City Departments Comment Review Period should be prioritized and accelerated. Processing times to review ICAs may vary, they can be processed for individual changes or multiple revisions to the permit plan set.

1.3.88 Dedicated Staff Means Full Time or Part Time positions funded by LAWA under the Annual work Plan.

1.3.89 Supporting Staff Means staff funded by their Department but whose time is reimbursed by LAWA through the Annual Work Plan or Permit fees. Staff not assigned to LAWA may be utilized to assist the project as needed.

## **ARTICLE 2.**

### **SINGLE POINT OF CONTACT AND OVERSIGHT COMMITTEES**

#### **2.1 Establishment of Single Point of Contact Meeting and Oversight Committee Coordination Committee**

2.1.1 LAWA and City Departments shall establish a Single Point of Contact Meeting ("SPOC") also known as the Working Group, comprised of designated mid-level managers, or their designee, from each of the City

Departments to serve in a working group to advise and guide the Contractor and / or Designer, 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 Departments control keep on track with the Project schedule. The SPOC will meet monthly, or more frequently as deemed necessary by LAWA or the City Departments, to discuss design and engineering issues for LAWA Projects, 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 SPOC who shall coordinate its Department's participation in the SPOC's planning and coordination efforts for LAWA Projects.

2.1.2 LAWA shall designate a chairperson of the SPOC, and shall circulate an agenda to committee members at least three (3) days in advance of each SPOC meeting, and the SPOC representative from each City Department shall ensure that key representatives from its staff attend the SPOC 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. LAWA shall circulate draft meeting notes for review and comment within five (5) calendar days of the meeting, and final meeting notes at least a week prior to the next meeting.

## **2.2 Oversight Committee**

2.2.1 LAWA and City Departments 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 SPOC is working appropriately and effectively, and to resolve issues elevated to it by the SPOC. The OC will meet quarterly, or as needed as deemed necessary by LAWA or the City Departments to resolve any issues elevated to Level IV of the Issue Resolution Ladder as provided in Article 11.

2.2.2 The City Departments shall designate a chairperson of the OC and shall circulate an agenda to committee members at least five (5) calendar days in advance of each OC meeting. The LAWA chairperson shall circulate draft meeting notes for review and comment within five (5) calendar days of the meeting, and final meeting notes at least a week prior to the next meeting. A Charter detailing how the oversight committee will take place and interact with the project should be developed by the parties.

### **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, processing, and

resolution of entitlements, code issues, basis of design development, plan check, permitting, construction phase procedures, and other complex technical issues associated with LAWA Projects, as well as assistance in answering potential Contractor's questions in connection with LAWA's procurement of Contracts. The City Departments will provide LAWA with inter-departmental support and assistance with respect to such issues as may be requested by LAWA and will appoint dedicated staff to provide continuity of service for each Project if mutually agreed upon. 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 LAWA Project activities for each year, as provided in Article 10 "Annual Work Plan"). The Annual Work Plan should identify any dedicated City Department staff who should be housed in LAWA's integrated project management office for LAWA. The Annual Work Plan should be revisited yearly based on the scope of work and planned projects.

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) Memorandum of Understanding (MOU) between LAWA and the Los Angeles Department of City Planning for Interdepartmental Input and Review in connection with the Processing and Implementation of the LAWA Landside Access Modernization Program and Other Entitlement Approvals for Los Angeles International Airport and the Van Nuys Regional Airport dated March 27, 2015, and (b) MOU between LAWA and the Los Angeles Department of City Planning for Interdepartmental Assistance With Planning and Environmental Consultation in connection with Los Angeles International Airport (LAX) and the Van Nuys Regional Airport (VNY) (DA-5506, Resolution 27261) dated June 10, 2021 and (c) First Amendment to MOU between LAWA and the Los Angeles Department of Transportation (LADOT) for the Working Relationship Related to the Landside Access Modernization Program at Los Angeles International Airport (collectively the "Existing City Department Staffing Agreements"), and (d) MOU between LAWA and LADOT for Planning and Engineering Services for Projects at Los Angeles International Airport (LAX) and the Van Nuys Regional Airports (VNY) (DA-5544, Resolution 27486) dated June 7, 2022 and expires June 30, 2024. Additionally, this Agreement covers and continues LADOT services for responsibilities and scope captured herein. Another MOU will be established upon expiration of MOU under Resolution 27486.

3.1.3 During the planning and basis of design phase, the City Departments and LAWA should work together through Partnering and 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 documents and proposals, to establish

a "Baseline Project" defining the geographical limits, limits of street improvements, restoration, traffic improvements, landscaping, lighting, etc. for work to be performed during design and construction of the Projects. The basis of design for the Baseline Project will include limits for street restoration, traffic signal, streetlight restoration, identification of all required street tree replacements and maximization of required street tree canopy and other impacted City Facilities. The Contractor shall work to identify all utilities that will be impacted 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's Contractor shall reference the minimum plan requirements and minimum design parameters defined in Appendix 1-B during the Basis of Design Phase. The Contractor shall develop a plan for relocation or Protection in Place of identified utilities in consultation with the Working Group. The Contractor shall work 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 basis of design for fire/life safety, transportation engineering, civil and structural engineering, illumination engineering, storm drain and sanitation engineering, public works inspection and in other areas when mutually agreed. In or before September 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 will be required for LAWA Projects during the next fiscal year, including necessary positions and staffing levels required based upon LAWA's schedule of LAWA Project activities for the next year, as provided in Article 10. The Annual Work Plan should identify any dedicated City Department staff who should be housed in LAWA's integrated project management offices for LAWA Projects.

3.2.2 The City Departments will provide LAWA with inter-departmental support and assistance with respect to such issues as may be requested by LAWA and will 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. With respect to those City Departments that have already agreed to provide the assistance to LAWA pursuant to an Existing Staffing Agreement, this Agreement may supersede the Existing Staffing Agreement by establishing processes and procedures to be followed in providing City Department services and dedicated staff for LAWA Projects; 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 Working Group shall establish the policies and procedures for a LAWA Project Pre-Application Review Program ("PARP") to parallel the entitlement application preparation and entitlement review processes within thirty (30) calendar 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 Working Group, the PARP shall be deemed incorporated into this Agreement by reference as Exhibit C. The Working Group 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 Departments.

3.3.2 The City Departments shall provide the dedicated City Department staff necessary to implement the PARP adopted by the Working Group pursuant to Article 2 and shall implement the PARP for all Projects designated by LAWA.

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

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

3.3.2.3 The City Departments 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 Submittals to the City of Los Angeles Department of Building and Safety (LADBS) that require Other City Department Clearance**

The Contractor shall coordinate with the City Departments and LAWA to identify any necessary clearances required on permits issued by the Department of Building and Safety (LADBS). If a permit clearance is issued by LADBS for a City department, the Contractor shall notify the City department within ten (10) calendar days of receipt of the clearance sheet. The City Departments should have

ten (10) calendar days to identify any required submittal documentation or requirements necessary to clear the applicable Plan Check and Inspection System clearance for a specified LADBS Permit. The Contractor shall submit the necessary documentation in accordance with section 3.6.1 through 3.6.4.

### **3.5 Submittals and Comment Resolution**

3.5.1 LAWA and its Contractors shall provide the City Departments with a monthly look-ahead schedule that should provide a general idea of the expected timing of Design submittals that the City Departments will be required to review during the next three (3) months. The look-ahead schedule should limit the number of submittals that the City Departments 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.

3.5.2 The City Departments Permit Coordination Representative should strive to ensure that all City Department review and comment periods are coordinated 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 Working Group should 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 Working Group shall participate in regular face-to-face and/or virtual 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 Departments, LAWA, or the Contractor, and shall be scheduled by the Contractor, LAWA, or the City Permit Coordination Representative or designee within four (4) calendar days of request. Meetings between the Contractor, LAWA, and City Departments shall utilize live meeting minutes meaning the Contractor, a LAWA Employee, or LAWA designated appointee is tasked with taking meeting minutes live on a visible screen during the meeting. The Contractor, LAWA, and the City Departments shall confirm the intent and mutual understanding of the meeting minute language prior to the end of the meeting. The meeting minutes shall be sent to the meeting attendees in pdf format at the end of the meeting. Meeting minutes are subject to comment and adjustment from the meeting attendees within a 24-hour period, excluding weekends and holidays.

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 during the Basis of Design Phase based on such Project's particular needs, in accordance with the process specified in Section 3.6. Construction shall not begin until the City Departments 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**

3.6.1.1 Milestone Design Submittals (e.g., Schematic, Detailed, and Final) will be submitted to the affected City Departments (typically LABOE, LADOT, LABSL, StreetsLA, LAFD, and LADWP) for review and comment which will initiate a Review Cycle. The Contractor shall utilize ProjectDox, Bluebeam, or other designated electronic submittal software as determined by the City Departments. LAWA, the Contractor, and the City Departments shall meet during the Basis of Design Phase to review B-Permit Minimum Plan Requirements and Minimum Design Parameters defined in Appendix 1-B.

3.6.1.2 Each Milestone Design Submittal shall comply with the City Departments Comment Review Period. The City Departments Permit Coordination Representative should facilitate the review coordination among the AHJs within such City 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 as determined by City Departments. The Contractor and LAWA shall coordinate the complexity of each submittal package with the City Departments during the Basis of Design phase to ensure submittals can be reviewed in conformance with the City Departments Comment Review period. In such case, the affected City Department will notify LAWA and copy the City Departments Permit Coordination Representative within ten (10) calendar days of receipt of the submittal(s) that an extension of the comment period is necessary. The City Departments Permit Coordination Representative, relevant City Departments, and LAWA shall promptly meet and confer to address the City Department(s)' concerns.

3.6.1.3 The City Departments Permit Coordination Representative should be responsible for tracking the City Departments timely review of submittals and should track the City Department compliance with the City Comment Review Period. All City Departments comments will be sent to LAWA, or directly to the Contractor with a copy to LAWA, as directed by LAWA at LAWA's discretion for each Project. The City Departments Permit Coordination Representative should attempt to resolve any conflicting comments issued by the City Departments so that all comments included in the review issued to LAWA and the Contractor are internally consistent and free of conflicts. Any conflicting comments that the City Departments Permit Coordination Representative is unable to resolve shall be subject to the dispute resolution process in Article 11. Comments that require elevation to the dispute resolution process should be identified by LAWA and the City Departments Permit Coordination Representative as quickly as possible.

3.6.1.4 When comments are received for a Project, LAWA's Contractor will respond to all comments, ask pertinent questions, and make the agreed upon changes in compliance with the Review Comment Clarification and Response Period. For those comments not initially agreed upon, Comment Resolution Meetings will be held with each commenter. Within the first ten (10) calendar days of the Review Comment Clarification and Response Period the Contractor shall request comment resolution meetings as necessary. Such meetings should be conducted within five (5) calendar 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. Meetings shall follow the procedures outlined in section 3.5.3. Following these meetings, all comments will be addressed and sent to the commenter. The LAWA Representative should be responsible for tracking the Contractors' timely response to comments and initiation of submittals and should track the Contractors compliance with the Review Comment Clarification and Response Period. The City Departments Permit Coordination Representative should coordinate with the City Departments to ensure comments have been resolved on each Design submittal. If the City Departments do not provide comments/approvals within the City Departments Comment Review Period, LAWA may submit the matter to dispute resolution pursuant to the process set forth in Article 11.

3.6.1.5 The City Departments and the City Departments Permit Coordination representative should ensure that comments addressed to the satisfaction of the reviewer should not be revisited unless substantive changes are made to the design that affect the scope of work or if the City Departments discover a justified need to revisit a comment. The City Departments and the City Departments Permit Coordination representative should ensure that if a design detail is dictated by a City Department and agreed to by LAWA and the Contractor that it should not be revisited. The City Departments and the City Departments Permit Coordination Representative should ensure continuity of reviewers for each project and permit to the extent possible. If a reviewer is assigned to a permit during the schematic design phase of the Milestone Design, that reviewer should continue to review submittals for Milestone Designs, Final Design, and Interim Change Authorization (ICA) until the Statement of Completion is given to the project and the Permit is closed out. If it is not possible to maintain continuity of reviewer for a given permit the City Department and City Departments Permit Coordination Representative shall notify LAWA. In the event of City Department staff changes, the new staff shall be competent in providing the same level of expertise to support this MOU.

### 3.6.2 Final Design

Once The City Departments agree that a specific permit can proceed beyond the detailed design phase to the Final Design phase, the Contractor may submit Designs to the City Departments and LAWA simultaneously to ensure timely reviews. Any City Department comment resulting in a substantive change in the Design should be made on or prior to the Detailed Milestone Design Submittal specified in the Contract as part of the Detailed Design pursuant to Section 3.6.1. The Contractor shall make all agreed-up changes in response to City Department comments and submit the Final Design for final approval and issuance of the Approved for Construction (AFC) set of plans. The Contractor shall have all B-Permit disciplines ready for Final Design submittal before submitting to all City Departments. City Departments should review Final Design plans and issue comments, or the Approved for Construction (AFC) set of Plans within fourteen (14) calendar days of submission. Upon final approval by the City Departments, the City Departments shall initiate the indexing process for the AFC set of Plans and issue the necessary permits for construction to the Contractor. The Contractor will coordinate with the City Departments to ensure all appropriate Construction deposits are paid to the City Departments within ten (10) calendar days. The indexing process should be completed within ten (10) calendar days. The completion of deposits and final indexing will initiate the Construction Phase of the Project. If the City Departments fails to provide comments/approvals within the modified City Departments Comment Review Period, LAWA may submit the matter to dispute resolution pursuant to the process set forth in Article 11.

3.6.3 Not Used

3.6.4 Incomplete Submittals

When a City Department determines that resubmittal is required due to it not meeting the Minimum Plan Requirements referenced in Appendix 1-B, the City Department shall notify the Contractor and LAWA within ten (10) calendar days that a submittal has been rejected. The City Departments will return the plans and specifications to the Contractor together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. The City Departments will be available for a resubmittal confirmation meeting to confirm that the deficiencies were addressed. The process for such resubmittal shall be the same as set forth in paragraph 3.6.1 above for the initial submittals.

3.6.5 Rearrangements

3.6.5.1 Rearrangements shall follow the submittal process defined in section 3.6.1 through 3.6.4.

### **3.7 Design Criteria**

3.7.1 Subject to the following provisions of this Section 3.7, the City Departments Standards that apply for purposes of City Departments review of

Milestone Design submittals shall be defined during the Basis of Design Phase for a Project. The Contractor shall coordinate with City Departments during the basis of design phase to confirm the timeframe and expiration of standards and requirements to be used for milestone design progression. When the Contractor completes the detailed design phase for a specific permit and finalizes the Guaranteed Maximum Price (GMP) or other pricing method for a set of permits the City Departments standards and requirements for the remaining milestone design phases shall be set. If a legal or safety requirement arises during the remaining milestone design phases of the project the Contractor must adhere to the updated standards. If after the detailed design phase and GMP or other pricing method, the Contractor does not continue to progress a specific permit to final design within a 12-month period, or the Contractor changes the complexity or scope of a specific permit, then the standards and requirements used to finalize the design may be reevaluated by the City Departments at the discretion of the City Engineer.

3.7.2 The Design of each Project shall conform to the City Departments Standards and any revisions or additions thereto which are required to be incorporated into the Design pursuant to the following provisions of this Section 3.7.

**3.8 Not Used**

**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 in conformance with section 3.6.1 through 3.6.4.

3.9.2 Design of Rearrangements Performed by City Departments:

If LAWA and City Departments mutually agree that a City Department shall design a specific Rearrangement, LAWA shall issue an Interdepartmental Order (IDO) 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 Departments 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 Departments for each Rearrangement. The schedule for City Departments 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 3.10.

3.9.2.2 City Departments 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 Departments estimate for the time needed to perform the required Rearrangement work, to LAWA for its review and approval. Unless otherwise expressly provided for herein, the City Departments 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 Departments 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 The City Departments shall be responsible for errors and omissions for any new plans and/or specifications prepared by the City Departments.

3.9.3 Specific Design Requirements for Rearrangements; Identification of Replacement Property. Replacement property for the relocation of Conflicting Facilities shall be determined during the Basis of 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 Departments upon LAWA's and City Departments 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 Departments shall agree upon a plan to affect the elimination of such projections prior to the scheduled start of Project construction in the affected location. If the City Departments 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. The City Departments 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, during the Schematic Design phase but in any event no later than the Final City Departments Comment Review Period for each Rearrangement, City Departments shall inform LAWA what Betterments, if any, City Departments requests from LAWA. Each Design furnished by the City Departments 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 Departments 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. The City Departments 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 Departments approval and issuance of the Approved for Construction (AFC) set of plans, changes in the Design shall require both LAWA's and City Departments approval. The Contractor shall initiate an Interim Change Authorization Process as expeditiously as possible and shall submit ICA's within fifteen (15) calendar days of identifying the need for an ICA. ICA's shall be reviewed in conformance with the ICA City Department Comment Review Period. LAWA shall not unreasonably withhold its consent or approval necessary to incorporate City Departments requested changes into approved plans or specifications for Rearrangements or Betterments.

### **3.12 Worksite Traffic Control Plans**

3.12.1 Information. Worksite Traffic Control Plans shall be reviewed under the same conditions as the City Departments comment review period.

### **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 Departments plan to construct new facilities unrelated to a LAWA Project in the vicinity of LAWA's projects, City Departments shall coordinate the Design and installation of such facilities with LAWA such that these facilities will minimize conflict with the LAWA Project.

3.13.2 If LAWA determines that a proposed new City Facility is not related to or required because of the Projects or will delay or otherwise conflict with the construction of a Project or any portion thereof, then LAWA and the City Departments will do as follows. LAWA will communicate the delay or conflict to the City Departments and the City Departments, to the extent possible and legally allowable, shall coordinate activity around LAWA Baseline Projects to minimize delays and avoid conflicts. City Departments shall also 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 Departments 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 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 Departments and LAWA shall agree upon the process for acquisition of 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. The City Departments 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 Departments, LAWA shall acquire for City Departments all rights in the property where the Rearrangement will be located that are reasonably required by and satisfactory to City Departments to install, operate, maintain and remove City Facilities within the replacement area. If mutually agreed by the Parties, the City Departments may acquire such right of way at LAWA's cost.

4.1.3 City Departments 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 Departments 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 Departments for any Construction related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, City Departments shall first approve in writing the availability, location and duration of the Temporary Facilities, and further provided that LAWA shall reimburse the City Departments for any added costs incur to make such land temporarily available to LAWA. City Departments 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 Departments 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 Departments for the Project. Standard City Departments permit requirements shall apply to the Project except as otherwise provided in this Agreement. The Contractor shall ensure that the work performed in the field is consistent with the Approved for Construction (AFC) set of Plans and issued permits. If changes to the Approved for Construction (AFC) set of plans or issued permit are required, the Contractor shall process an Interim Change Authorization (ICA) with the permitting departments affected by the change in scope.

### **5.2 Construction Staging Plans**

5.2.1 Plan Requirements - Worksite Traffic Control Plans. LAWA, through its Contractors, shall develop Worksite Traffic Control 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. 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. All Worksite Traffic Control Plans, Detour Plans, and temporary traffic signal plans will be submitted to City Departments for review and approval and shall be reviewed within the City Departments Comment Review Period.

5.2.2 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 Departments Lighting Standards. The City Departments agree 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 Departments for review and approval prior to implementation, which approval shall not be unreasonably withheld and shall be provided within the timeframe specified in Section 3.6.1 through 3.6.4.

5.2.3 Plan Requirements – Tree Protection. If within the limit of construction there are existing public Right of Way trees or Private Street Easement trees that are within the Plant Establishment period to be protected in place, LAWA, through its Contractors shall develop a tree protection plan. All street trees within the construction zone shall be protected from damage throughout the course of construction. The tree protection plan shall be approved prior to any excavation or construction activities and shall be kept on-site throughout the period of construction.

5.2.4 Review of Construction Staging Plans. The City Departments shall review and if determined to be acceptable, approve the plans required in Section 5.2.1 in conformance with section 3.6.1 through 3.6.4.

### **5.3 Construction Coordination**

During the Construction Phase of the Project, the Contractor shall coordinate with the Bureau of Contract Administration (BCA) and the permitting departments for Pre-construction Meeting(s) before starting field activity, process and hold point inspections, Acceptance of the work, Interim Change Authorizations (ICA), Final Inspection, Final Inspection Correction List, resolution of Job Memorandum (JM) and Notices of Non-Compliance (NNC), and any other construction related requirements. The Construction Phase of the work shall be complete when the Bureau of Contract Administration establishes the date of Final Acceptance by issuing the Statement of Completion.

When the work is complete it is the Permittee's responsibility to make requests for Final Inspection. When the construction rearrangement complies with the Approved for Construction (AFC) set of Plans, the Bureau of Contract Administration (BCA) issues the Statement of Completion (SOC). The issuance of the SOC indicates the Final Acceptance (FA) by the inspector of Public Works and the end of the Construction Phase and the start of the Permit Closeout Phase. Permit Closeout is contingent upon LAWA and its Contractors receiving Final Acceptance from the Inspector of Public Works and submitting to the City Departments and securing City Departments approval on all required post-construction documents, such as the as-built drawings.

### **5.4 Work in Streets**

5.4.1 LAWA shall give City Departments advance written notice where Project Construction requires work in City Rights-of-Way and coordinate with the Public Way Reservation System and the Board of Public Works Construction Notification requirement.

5.4.2 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 before City services are interrupted. LAWA shall notify affected parties, residents, businesses, and City Department 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 Departments determine that Temporary Facilities are necessary and appropriate, LAWA shall provide such Temporary Facilities.

5.4.3 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 Departments reserves the right to stop work if public health and safety is or will be compromised as determined by the City Departments 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 Worksite Traffic Control Plans and Temporary Signal Plans, and Public Works Permits. For short term closures (less than 72 hours), the contractor shall submit worksite traffic control plans per California Manual of Traffic Control Devices (CAMUTCD) part 6 for review and approval. All work within the City right-of-way shall be inspected by the Bureau of Contract Administration (BCA) to ensure compliance with City Departments standards.

## **5.5 Temporary and Permanent Street Closures**

LAWA and City Departments 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. This closure requires the approval of the Board of Public Works. If a temporary closure is agreed to, a Worksite Traffic Control Plan shall be developed and submitted by LAWA, or its Contractor to the City Departments for review and approval. If work and lane closures are in conflict with the locations identified in the Holiday Moratorium, Contractor shall get approval from Public Works in coordination with LADOT and Council Districts.

## **5.6 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 of Los Angeles Police Commission authorization for night and weekend work

on the Project in accordance with the provisions of Los Angeles Municipal Code Section 41.40.

## **5.7 LAWA Construction of Rearrangements**

Unless otherwise agreed by the Parties, LAWA shall be responsible for all Construction of Rearrangements. LAWA shall notify the Bureau of Contract Administration (BCA) prior to performing any rearrangement work. 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 BCA 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 Departments. 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. When street lighting construction (whether permanent or temporary) is involved or impacted, the Contractor must arrange for inspection by BCA and notify LABSL.

## **5.8 City Departments Construction of Rearrangements**

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

5.8.1 City Departments shall commence and thereafter diligently execute the construction of such Rearrangement to completion as authorized by a project-specific Interdepartmental 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 Interdepartmental 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.

5.8.2 The City Departments shall arrange for appropriate City Departments inspection of Rearrangements it constructs. The City shall notify LAWA at least five (5) calendar days prior to commencing each Rearrangement so that LAWA may make arrangements for such inspection and record keeping as it may desire.

5.8.3 All work by City Departments 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.

## **5.9 Maintenance**

The City Departments shall schedule, in concurrence with LAWA, any routine maintenance of City Facilities when possible, so as not to interfere with Project construction or operations. Any maintenance required by City Departments as a result of the Project/Projects will be captured in a future MOU for maintenance services.

## **5.10 "As-Built" Drawings**

LAWA and City Departments shall each maintain a set of Approved for Construction (AFC) plans of Rearrangements performed by LAWA and City Departments, respectively, during the progress of construction. If Changes to the Approved for Construction Set of Plans are required LAWA and City Departments shall process an Interim Change Authorization (ICA). The review and approval of ICA's shall conform to section 3.61 through 3.6.4. 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 ninety (90) calendar 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. The permit cannot be closed out until the City Departments receives As-Builts from the Contractor. City Departments 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 Departments 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.

## **5.11 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.

## **5.12 City Departments Activities During Construction**

If City Departments plan 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 Departments will coordinate such

activity with LAWA to minimize impact, delay or interference with such Construction, and LAWA shall reasonably cooperate with City Departments with regard to same.

### **5.13 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.

## **ARTICLE 6.**

### **INSPECTION**

#### **6.1 Inspection During Construction**

The City Departments 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's Inspector of Public Works 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 the City Departments pre-approved list of testing services providers. The results of the Contractor's independent testing of materials will be considered by the City Departments in accordance with the City Departments Standards. Memorandum of Understanding (MOU) between LAWA and BCA at Los Angeles International Airport (LAX) and the Van Nuys Regional Airport (VNY) (DA-5571 Resolution 27550) effective July 1, 2022 and expires June 30, 2025 covers BCA services for managing, administering, and reporting issues concerning LAWA Contractors' Contract compliance responsibilities with LAWA's Living Wage, Worker Retention, Equal Benefits polices, and Affirmative Action/Equal Employment provisions. The scope under Resolution 27550 is in addition to the inspection and construction services covered under this Agreement.

6.1.1 The City Departments shall provide a Lead Inspector dedicated to LAWA Projects in the PROW who will be available at LAWA's expense, to ensure that inspections will be promptly completed. The Lead City Inspector will ensure that an inspector will be available to conduct inspections upon 24 hours prior notice and shall coordinate with LAWA's representative to ensure that inspections are coordinated, that requests for information are addressed promptly, and that correction notices are tracked, reviewed, and to facilitate resolution. The Lead Inspector is also responsible for assuring coordination with BCA staff,

identification, elevation, and resolution of issues using the partnering process Issue Resolution Policy and Ladder. (see 1.3.45, Exhibit E)

6.1.2 LAWA also may inspect the City Departments Construction of Rearrangements to ensure that the work has been performed in accordance with the Approved for Construction (AFC) set of plans. Upon discovery of discrepancies, LAWA will notify the dedicated Lead City Inspector for coordination of corrective work. Then follow up within 24 hours of discovery with the written notification and the proposed resolution.

6.1.3 LAWA will require its Contractors to ensure the BCA Inspector observes and inspects the Rearrangement of City Facilities so that upon completion of Construction, the City Departments will have a basis for acceptance of the work. BCA inspectors shall cooperate and coordinate with the LAWA Representative, the LAWA Construction Representative, and LAWA's Contractors. BCA 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 the maintenance of appropriate access to directly affected businesses. 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 Departments or LAWA may remove and replace any inspector within 7 Calendar Days upon mutual agreement after the City Departments or LAWA's written request. Any disagreement between the City Departments and LAWA regarding a removal request 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 during such inspection. The City Departments will provide immediate verbal notice of nonconformance to LAWA's Contractor as well as to LAWA Construction Representative, followed by a written Job Memorandum or Notice of Non-Compliance (NNC) not later than 24 hours after discovery. Likewise, LAWA will provide immediate verbal notice of nonconformance to the Lead Inspector (and to such other City Departments staff as may be designated by the City Departments Representative), followed by a written Job Memorandum or Notice of Non-Compliance not later than 24 hours after discovery. Each Notice of Non-Compliance shall include an explanation of the resolution desired by the notifying Party. All Notices of Non-Compliance must be corrected by the Contractor. In the case of a dispute between the City Departments and LAWA, the issue resolution policy and ladder will be used.

6.1.5 LAWA will require its Contractors to reply to the Notice of Non-Compliance (NNC) within 48 hours with a Root Cause Analysis (RCA) acknowledging the deviation from the approved plan and the proposed resolution. The Contractor is responsible for correcting the deviation immediately and not



more than fifteen (15) Calendar days after deficiencies or discrepancies in any work are discovered.

#### 6.1.6 Facility Requirements for Inspection Personnel

LAWA shall ensure that furnished field office (s) with integral sanitary facilities directly adjoining are provided for BCA inspection personnel and shall be at locations approved by the BCA. Such facilities must be in a room, building, or trailer provided for this purpose with acceptable means for locking. Field office (s) shall conform to the applicable codes, ordinances, and regulations of the local jurisdiction and the State of California and shall conform to current practice. The interior shall be paneled or suitably lined to provide a facility of good appearance. Janitorial and other maintenance services in all types of facilities shall be provided. Such services shall include the supply of the appropriate paper products and dispensers. Trash receptacles shall be provided at weekly intervals or sooner as required. The trash shall be removed from the Worksite. One (1) machine capable of printing, scanning, and copying two-sided 11" x 17" sheets, in color, shall be provided for the exclusive use of the Inspector and Engineer. A service/maintenance plan for the machine for the duration of the contract and is responsible for payment of any fees associated with the service plan. Procurement of an Internet Service Provider (ISP) with a high-speed internet connection service with a LAN router package should be included with LAN cables. (Internet exterior line outside of LAWA network). for the duration of the contract(s). Heating and air conditioning of sufficient capacity shall be provided. Drinking water within the office. Sanitary facilities shall include a toilet and wash basin with hot and cold running water. Field office (s) Shall be outfitted with the appropriate utilities and services. The Field Office shall not be closed until the final Statement of Completion is issued by BCA and the as-built drawings have been approved by the City Engineer.

## 6.2 Final Inspection

Final inspections by the City Departments will be performed by the BCA inspector and will start within seven (7) calendar days following the request by the Contractor. The Final Inspection of any Rearrangement shall be attended by the LAWA Construction Representative. Each Party will provide the other Party's immediate verbal notice of any deficiencies or discrepancies in any Construction work discovered during the Final Inspection. A Final Inspection Correction List (FICL) will be generated by the BCA Inspector and the Contractor shall perform corrections necessary to ensure the work conforms to the Approved for Construction (AFC) set of plans, Interim Change Authorizations (ICA), and other requirements of the procurement documents approved by LAWA (or in the case of work performed by City Departments forces, to the final design approved by LAWA). All Notices of Non-Compliance (NNC) issued by the City Departments with respect to City Facilities shall be resolved before Final Inspection. All corrections listed on the FICL shall be completed within thirty (30) days of issuance. Failure to complete all corrections within thirty (30) days shall result in the Final Inspection being performed again.

The BCA inspector 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 Permitted work (Rearranged City Facilities including if applicable, completion of any corrective work performed), the BCA inspector will issue a written Statement of Completion (SOC) indicating the Final Acceptance (FA) of the work. The City Departments Final Acceptance (FA) indicates the start of the Permit Closeout phase. Permit Closeout is contingent upon LAWA and its Contractors submitting to the City Departments and securing the City Departments 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**

The City Departments have the right to test materials incorporated into Rearrangements performed by LAWA or a LAWA Contractor. BCA has sole Jurisdiction and responsibility for shop and batch plant inspection and/or material sampling and testing (collectively referred to as "Shop Inspection"). Shop Inspection cannot be approved, waived, or otherwise altered by any other City Department, Bureau, Division, or individual.

Shop inspection is required on all concrete and asphalt materials, and any items and equipment fabricated off-site, which are subject to Shop Inspection by BCA Materials Control Group. LAWA or its Contractors is responsible for contacting BCA Materials Control Group to schedule Shop Inspection. LAWA or a Contractor shall ensure that access to all BOE-approved submittals/shop drawings, specification sections, and applicable codes, relevant to the items being fabricated, are made available at the location of the sourced inspection.

For Shop Inspection within a 30-mile radius of the City of Los Angeles, all requests for Shop Inspection shall be made by LAWA or the LAWA Contractor before noon of the Working Day prior to the requested Shop Inspection.

For Shop Inspection outside a 30-mile radius of the City of Los Angeles, LAWA or a LAWA Contractor shall:

- (a) submit a request for approval to use third-party Shop Inspection to the BCA Materials Control Group in sufficient time in advance to make the required arrangements.
- (b) at LAWA's cost, engage a BCA Materials Control Group-approved third-party inspection company.
- (c) coordinate notification requirements with BCA Materials Control Group prior to requesting shop inspection.

LAWA shall have access to samples used in testing, and the right to witness material testing and receive test reports at the earliest availability.

#### **6.3.2 Equipment, and Prototype Testing**

Equipment, and/or "or equal equipment" not approved in advance by the City Departments and the relevant City Department or Bureau will require evaluation and testing before installation. LAWA or a LAWA Contractor is 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 or material to the relevant City Department at least one (1) year before starting Construction. Written approval from the relevant City Department or Bureau on the shop drawing is required before the fabrication of any new equipment intended for use in 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 DEPARTMENTS**

### **8.1 Reimbursement to City Departments**

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 Interdepartmental Order (IDO) shall obligate LAWA to reimburse City Departments in the manner provided by this Agreement for, and the term "Cost" shall mean, the direct and indirect costs actually incurred by City Departments 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 Departments by its cognizant agency (currently the United States Department of Labor pursuant to Circular A87 of the Office of Management and Budget and Publication OASC10), 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 Departments under this Agreement. Notwithstanding and in lieu of the foregoing, a fixed price for certain Design and/or Construction of Rearrangements or Betterments by the City Departments 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 Departments 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 Departments for the Conflicting Facility, in which case LAWA shall compensate City Departments 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 Departments 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 Betterment Payment**

LAWA shall receive payment for all Costs as defined in Section 9.5 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 Departments 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.

### **9.2 Credits to LAWA Where City Departments Performs Work**

LAWA shall receive a credit against work performed by City Departments 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 Departments.

**9.3 Payments to LAWA Where LAWA Performs Work**

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

**9.4 Not Used**

**9.5 Direct and Indirect Costs**

For the purposes of this Article 9, the term "Cost" shall mean the direct and indirect costs actually incurred by LAWA projects 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, funded as FTE. 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 Departments 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 Departments 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 Departments**

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

10.2.1 Not later than September 1<sup>st</sup> 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 fiscal year. Such information shall include a list of items of work that LAWA anticipates requesting from the relevant City Department with respect to each Project during the upcoming fiscal year, and the estimated start and finish dates for the work items that LAWA anticipates requesting from the City Department. Within thirty (30) calendar 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 fiscal 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 annual work plan is intended to cover dedicated staff for each department. During the Annual Work Plan process the City Departments should also identify any known supporting staff that may need to support the project(s). For each fiscal 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 working group to finalize the Annual Work Plan for the City Department no later than March 31<sup>st</sup> of each calendar year. The final Annual Work Plan shall establish the City Department's dedicated and supporting staff positions and hour commitments required for the Projects in the fiscal year that commenced on July 1<sup>st</sup>, and shall indicate which staff positions will be housed at the LAWA 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.

10.2.2 Within sixty (60) days after the final Annual Work Plans are agreed upon by LAWA and a City Department, LAWA shall issue to such City Department final project-specific interdepartmental Orders (IDO) identifying each project requiring City Departments support LAWA anticipates the City Department's staff will perform through the end of the fiscal year, the compensation rates for City Department staff, 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 Departments acknowledge 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 Departments. The City Departments agree to have qualified individuals to provide the necessary support for LAWA as expeditiously as possible.

10.2.3 The identity of staff selected by City Departments to be dedicated to the LAWA Projects at and above Working Group level shall be provided to LAWA. LAWA shall have the right to request the removal from the Project and replacement of any of the City Departments 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. If the City Department does not agree with LAWA's request, the matter shall be decided in accordance with the Issue Resolution Ladder process.

10.2.4 The Parties acknowledge and agree that there may be times when some City Department staff members who are dedicated or supporting staff to the LAWA Projects are not fully occupied with LAWA-related work. In such cases, City Departments may provide for the dedicated staff to work on other City Departments projects. When additional LAWA-related work becomes available, City Departments will have dedicated staff prioritize those assignments to ensure timely completion to meet LAWA's milestones and deadlines. LAWA shall not be billed for dedicated staff time or overhead for any time that dedicated staff do not actually perform work on LAWA Projects. 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 LAWA-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 LAWA Projects.

### **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 prior to the commencement of an upcoming fiscal year with the consultation of the affected Departments and the Chief Administrative Office (CAO). LAWA shall reimburse the City Department in accordance with this Agreement for Costs, if any, already incurred by the City Department.

10.3.4 In addition to and without limiting any rights or remedies available under this Section 10.4 or otherwise, if City Departments do not 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 Departments 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 Departments shall work together to efficiently terminate the work under the Work Order if agreed to by the City Departments. LAWA's work shall complete the Rearrangement shall be subject to the City Departments approval and inspection processes where City Facilities are involved. If LAWA takes over work as provided in this Section 10.5, City Departments shall cooperate and assist LAWA as otherwise provided in this Agreement.

#### **10.4 Procedures for City Departments Billings to LAWA**

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

10.4.1 Except when City Departments negotiate separate billing processes with LAWA, City Departments shall bill for services provided pursuant to interdepartmental Orders on a monthly or quarterly basis, in arrears. On a Department-by-Department basis, LAWA will establish separate IDOs for each project that is eligible for reimbursement pursuant to Section 10. LAWA will then work with each Department to link Work Orders to each approved IDO. Billings shall begin as soon as practicable following the commencement of work under a given Work Order and shall follow the City Departments standard billing procedures. City Departments will ensure that all billings reflect costs to the appropriate project-specific Work Order arranged with LAWA. shall generate a separate project number for each of LAWA projects covered in this MOU. Invoices shall be for LAWA work exclusively. 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, so long as each billing reflects costs by Department and Project, as indicated elsewhere in this Section. Charges for City Departments staff shall be on an hourly basis and at the actual cost for the staff providing services to LAWA pursuant to the Work Order, as defined in Section 8. 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 Departments that the charges identified in such billing were appropriate and necessary to the performance of the work and have not previously been billed or paid. LAWA may 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 Departments. The final billing for any Rearrangements to be performed by City Departments, 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.

#### **10.5 Procedures for LAWA Billings to City Departments**

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 Departments monthly progress statements indicating actual work performed during the billing period, the costs thereof, and City Departments 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 as defined in Section 9. 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 Departments and LAWA have mutually agreed to a process for centralized billing through the City's Administrative Office, shall be addressed to the City Departments 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 Departments 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.

#### **10.6 Payment of Billings**

Payment of approved amounts of each bill properly submitted pursuant to Sections 10.5 or 10.6 shall be due within thirty (30) calendar 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 Departments if City Departments has not posted such credits within forty (40) working days after submittal of requests for same by LAWA.

## **10.7 Records**

LAWA and City Departments 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 Departments 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 Resolution ladders should be kept up to date, with the correct contacts at each level for the duration of the agreement. 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 through 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 Departments Representative.

11.1.2 If the matter is not resolved to the satisfaction of the parties to the claim or dispute by negotiation within five (5) calendar 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 the matter shall be elevated to Level III of the Issue Resolution Ladder for decision within five (5) calendar days. Such a 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 the matter shall be elevated 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 Departments (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 Departments 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 Departments 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 LAWA, 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 following relevant City Department representative listed in the Issue Resolution Ladder, with a copy to the City Departments Representative, and to:

Ted Allen  
City Engineer  
Department of Public Works, Bureau of Engineering  
1149 S. Broadway St.  
Los Angeles, CA 90015  
Phone No.: (213) 485-4915  
e-mail: Ted.Allen@lacity.org

To LAWA:

Chief Development Officer  
Los Angeles World Airports  
1 World Way  
Los Angeles, CA 90045  
Phone No.: (424) 646-5049  
e-mail: mchristensen@lawa.org

Any notice or demand provided under this Agreement 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) calendar days after deposit in the United States mail. City Departments 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 Departments 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**

The obligations under this Agreement for a particular Party(s) 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 LAWA and the particular Party(s)

### **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 Fair Operation of Memorandum of Understanding**

In entering into this MOU, LAWA, and the City Departments recognize that it is impractical to make provisions for every contingency that may arise. LAWA and the City Departments agree this MOU shall operate between them with fairness and without detriment to the interest of any Party, and if in the course of the performance of this MOU, and infringement of this principle is anticipated or disclosed, LAWA and the City Departments shall promptly consult together in good faith and shall endeavor to agree upon such action as may be necessary to remove the causes of such infringement.

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

**LAWA**

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

Name: **John Ackerman**

Title: **Chief Executive Officer**

**LOS ANGELES DEPARTMENT OF CITY PLANNING**

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

Name: Vincent P. Bertoni

Title: Director of Planning

**LOS ANGELES FIRE DEPARTMENT**

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

Name: Kristin M. Crowley

Title: Fire Chief

**LOS ANGELES DEPARTMENT OF TRANSPORTATION**

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

Name: Laura Rubio-Cornejo

Title: General Manager

**LOS ANGELES BUREAU OF CONTRACT ADMINISTRATION**

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

Name: John L. Reamer Jr.

Title: Inspector of Public Works

**LOS ANGELES BUREAU OF ENGINEERING**

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

Name: Ted Allen

Title: City Engineer

**LOS ANGELES BUREAU OF SANITATION**

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

**Name: Barbara Romero**

**Title: Bureau Director**

**LOS ANGELES BUREAU OF STREET LIGHTING**

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

**Name: Miguel Sangalang**

**Title: Bureau Executive Director**

**LOS ANGELES BUREAU OF STREET SERVICES**

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

**Name: Keith Mozee**

**Title: Bureau Director**

**LOS ANGELES DEPARTMENT OF WATER AND POWER**

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

**Name: Janisse Quiñones**

**Title: General Manager and Chief Engineer**



**EXHIBIT A**

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

**LAWA REPRESENTATIVE(S):**

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

**CITY DEPARTMENTS REPRESENTATIVE(S):**

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

**CITY DEPARTMENTS PERMIT COORDINATION REPRESENTATIVE(S):**

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

**EXHIBIT B**  
**NOT USED**

**EXHIBIT C**

**PRE-APPLICATION REVIEW PROCESS**

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

**EXHIBIT D**

**NOT USED**

**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 blanks.
4. Do not leave any rows partially blank. If one or more of the organizations 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 the person is at or 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**

<b>Level</b>	<b>Time to Escalation*</b>	<b>Type of Issues</b>	<b>Escalate to:</b>
Level I	5 Calendar Days	-General construction: traffic control, safety, excavation, etc.	Level II
Level II	5 Calendar Days	-More complex construction -Design -Unforeseen conditions	Level III
Level III	30 Calendar Days or sooner; meets monthly or as needed	-Major impacts: scope, schedule, and/or budget implications	Level IV
Level IV	90 Calendar Days or sooner; meets quarterly or as needed	Unresolved major issues	Mayor

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

**FORM OF ISSUE RESOLUTION LADDER CONTINUES ON THE NEXT PAGE.**

**Los Angeles World Airports;  
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	LABOE	LABCA	LADCP	LADOT	LABOS	LABSL	LADWP	StreetsLA (LABSS)	LAFD	LAWA Inspection
					Stormwater	Wastewater	Water	Power - New Business ing	Power - Engineer ing		
Level IV											
Phone											
Email											
Level III											
Phone											
Email											
Level 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 As Soon As Possible 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 news 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 and Department of Transportation Specific Requirements
- Appendix 1-C: Not Used
- Appendix 1-D: Not Used
- 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 LAWA Projects. 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 LAWA Projects, 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 LAWA 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.
- The Department of City Planning shall devote sufficient staff to the LAWA Project in accordance with the MOU, based upon mutually agreed Annual Work Plan, and pending availability of resources. If necessary or if requested by LAWA, the Department of City Planning shall hire staff specifically for such assignment pending approval of position authorities and in compliance with the City Departments hiring process.

## APPENDIX 1-B

### **DEPARTMENT OF PUBLIC WORKS AND DEPARTMENT OF TRANSPORTATION** **MINIMUM PLAN REQUIREMENTS AND MINIMUM DESIGN PARAMETERS FOR** **THE BASIS OF DESIGN AND MILESTONE DESIGN DEVELOPMENT**

#### LADPW and DOT Specific Provisions:

LAWA and the Contractor to refer to the latest version of the B-Permit Minimum Plan Requirements and Minimum Design Parameters shared by the Bureau of Engineering during the Basis of Design phase. The B-Permit Minimum Plan Requirements and Minimum Design Parameters may need to be revised and updated as engineering standard practices evolve.

#### 1 Bureau of Street Lighting Specific Requirements

1.1 Street Lighting 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) street lighting plan has been approved by BSL, 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 or its contractor shall provide at least three (3) working days prior notice before service of Street Lighting Systems is affected. LAWA or its contractor will cooperate with the City Departments 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 Departments, must be approved for compliance with applicable City Departments 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. Street lighting work under BSL's jurisdiction includes work in public ROW and any private LAWA streets that LAWA has asked BSL, and BSL has agreed, to maintain. Maintenance cost under BSL's jurisdiction will be paid through the ratification of Prop. 218 compliance. Street lights on elevated roadway owned by LAWA will be excluded from BSL's jurisdiction and review/approval.

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 Departments 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 Departments 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 Departments guidelines service information, pole types and lamp sizes.

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

1.2.4 The Project schedule must allow six (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 Departments 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 the City Departments 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 Departments 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 Departments and LAWA using approved plans. A tree

replacement report and a public hearing may be required, at the City Departments discretion, depending on the extent and type of tree replacement.

### 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 Departments Standards and design policies if determined to be a Conflicting Facility.

3.1.3 All individual projects proposed in the LAWA 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 Departments inspector prior to final acceptance of such work.

3.1.5 All sanitary wastewater ejectors and fire tank overflow ejectors shall be designed, operated, and maintained as separate systems. All sanitary wastewater ejectors with ejection rates greater than 30 GPM shall be reviewed and must be approved by LASAN WESD staff prior to other City Departments plan

check approvals. Lateral connection of development shall adhere to Bureau of Engineering Sewer Design Manual Section F 480

3.1.6 Per LAMC 64.16.1 Before granting a permit to connect any lot or parcel or to connect a new building on such lot or parcel to a public sewer or house connection sewer, including a replacement building following a demolition, except applications for permits to repair or replace existing sewer connections which repair or replacement is unrelated to any new construction or to new use or occupancy, there is hereby imposed a sewerage facilities charge which shall be a fee for access to the City Departments sewage system based upon a share of the equity of the system for the scope addition

### 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 Departments to obtain a permit. Each construction and/or demolition project shall reuse or recycle a minimum of 75 percent (75%) of the inert debris and fifty percent (50%) of the remaining construction and demolition debris generated by the project. The project shall promote the City of Los Angeles 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 jobsite.

### 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, car rental companies, parking garages 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 of Los Angeles 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 of Los Angeles development services. In 2012 the City Departments 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 Improvements will be required to comply with the LID Ordinance.





**APPENDIX 1-C**

**NOT USED**

**APPENDIX 1-D  
NOT USED**

## **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 of Los Angeles 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 and Power 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.
- 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 – Latest Edition

- b. Underground Conduit and Substructures – Specification 104 – Latest Edition
- c. LADWP Commercial Service Construction Standards – Latest Edition
- d. LADWP Rules Governing Water and Electric Service – Latest Edition

### **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. Electrical plans include service information sheet, proposed service size, load schedules and single-line diagrams, and site plans with transformer and meter locations shown.
- 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 BOE, LADOT and LA Department of Building and Safety (LADBS) unless the Parties mutually agree that LADWP 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 Group at 111 North Hope Street, Room 813, Los Angeles, CA 90012.
- b. LAWA to request a pre-design meeting.
- c. LADWP to generate relocation plans and Civil Plans as required.

- d. LADWP to prepare a Design and provide a cost estimate 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. LADWP inspection (Advance notification required per Specification No.104).
- i. LADWP construction at energized facilities.

#### **5. New Electric Service Requests**

- a. LAWA to submit 1) Site Plan, 2) Building Plan, 3) Service information sheet, 4) Single line diagram, 5) Requested service size including Voltages, main sizes, load schedule, and largest motor requirements, and 6) Service-need date, to initiate request for new service and/or temporary power.
  - i. For projects related to Los Angeles International Airport, Submit package to:
 

Metro West Service Planning, 2633 Artesian Street, Room 210,  
Los Angeles, CA 90031. Ph (213) 367-6000
  - ii. For projects related to Van Nuys Regional Airport, Submit package to:
 

Valley Service Planning, 7501 Tyrone Avenue, Van Nuys, CA, 91405. Ph (818) 771-4100
  - iii. CoGen PV/BESS - Submit package to 2633 Artesian Street, Room 210, Los Angeles, CA 90031. Ph (818) 771-3622
  - iv. Electric Vehicle - Submit package to 2633 Artesian Street, Room 210, Los Angeles, CA 90031. Ph (213) 367-6232
  - v. Telecom - Submit package to 111 N Hope St, Room 869, Los Angeles, CA 90012.
- b. LAWA to request pre-design meeting. Project may include service to stations, streetlight, 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. These may include charges associated with DWP design and construction, equipment and materials costs, transformer deposits, permit fee, etc.
- e. LAWA will be responsible for construction activities on private property.
- f. LADBS inspection and release will be required before service equipment can be approved for energization.
- g. LADWP inspection and release will be required before service equipment can be approved for energization. Please contact LADWP ESR for required inspections at least 48 hours advance notice.
- h. LADWP Construction crews will need to install electrical infrastructure in public property when in close proximity to energized facilities. DWP engineers will discuss with LAWA if and when this applies.
- i. LADWP to energize service and install meter. Time frame of 8-12 weeks after all inspections released and approved (dependent on scope of work as additional time may be required).

## **6. Customer Station**

- a. LAWA to submit:
  - i. Service Planning Information Form (SPIF) – complete and signed.
  - ii. Electrical Room Layout and Switchboard Elevations with proposed access path and ventilation in accordance with LADWP Codes and Specifications.
  - iii. Plot plan detailing the following (PDF and CAD files):
    - Legal description.
    - Street names, address, and North Arrow.
    - Property line lengths with dimensions to the centerline of the street and nearest cross street.

- Square footage of proposed or existing building.
  - Location and outline of proposed or existing buildings on site.
  - Preferred metering equipment locations.
  - Preferred transformer vault and/or pad locations.
  - Location of all existing overhead utilities in the vicinity.
  - Street improvement plan (new/existing driveway & curb).
- iv. Building floor plans.
- v. Building elevations and sections.
- vi. Preliminary one-line diagrams indicating:
- Main bus size
  - Meter panels
  - Main switch size(s)
  - Requested service voltage(s)
- vii. Load schedule (lighting, receptacles, air conditioning, elevators, general power, motors, and size of largest motor all summarized in kilowatts and horsepower).
- viii. Building square footage and use.
- ix. Electrical Room Layout and Switchboard Elevations.
- x. Methane level assessment report.
- xi. Start of construction date.
- Reasonable in-service date and construction schedule considering the total time required may vary from 12 to 36 months, with a minimum of 5 months allocated for LADWP construction. Experience has shown that you should schedule completion of the station enclosure to occur 6 to 7 months prior to the agreed in-service date.
- xii. Submit Service Planning Information Form to Customer Design Group at 2633 Artesian Street, Room 270, Los Angeles, CA 90012 or e-copy to [CustomerStationDesign@ladwp.com](mailto:CustomerStationDesign@ladwp.com)
- i. b. (b) to request a pre-design meeting and review the Customer Station Requirements Up Front letter. LADWP to

provide layout with building orientation and power source details.

- c. LADWP will prepare Customer Station Requirement Drawings.
- d. LAWA will construct as per LADWP requirement drawings set.
- e. LADWP will provide estimate of fees.
- f. LAWA shall pay fees based on LADWP estimates.
- g. LADWP will conduct inspections per the Station Requirements, Specification 104, and Electric Service Requirements (Advance notification required per Specification No.104 and at least 48 hours advance notice for ESR inspection).
- h. LADBS will conduct inspections and notify LADWP when the electrical inspection has been approved.
- i. LADWP will perform construction after LADWP electrical inspections and LADBS electrical inspections are approved.

#### **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 Group 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 90 days of the last vacancy.

#### **8. Overhead to Underground 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.



- ii. Submit package to Utility Coordination Group at 111 North Hope Street, Room 813, Los Angeles, CA 90012.
- b. LAWA to request for pre-design meeting.
- c. LADWP will provide a cost estimate.
- 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 to complete construction.
- h. LADWP will conduct inspections (Advance notification required per Specification No.104).
- i. LADWP to energize the new underground system.

#### **9. Premier Account**

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

Contact Hugo Sanchez of LADWP Key Accounts Section at  
 111 North Hope Street, Room 1009, Los Angeles, CA 90012,  
 Telephone No. 213-367-4626  
 Email: Hugo.Sanchez@ladwp.com.

## **II. Water Utility Project Coordination Process**

### **1. General Agreement – Water System**

- a. Deliverable and milestone due dates will be mutually agreed upon by both parties after review of each individual project, schedule, and desired in-service date.
- b. LADWP will schedule and perform construction only after all relevant Permits are issued, fees paid, and prerequisite LAWA milestones achieved.
- c. LAWA change orders will be accounted for and coordinated with LADWP in the bi-monthly meeting and documented in the meeting minutes.
- d. Depending on individual project needs Rearrangements including, but not limited to - 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.

- e. In the event that any changes agreed upon by both LADWP and LAWA during the course of the development and construction of the project, LAWA shall submit to LADWP, for its review and approval, the final plans and specifications detailing the arrangements to accomplish such work. All work performed shall be subject to the terms and conditions of the Agreement for Installation and Transfer of Title of Water System Facilities as referred to in the latest Design Standards and Installation Requirements for Contractors (DSIR).
- f. LAWA to issue IDO/Work Order Authorization prior to start of LADWP fiscal year beginning July 1<sup>st</sup>.
- g. LADWP will prepare and submit progress bills for incurred costs not more frequently than once a month but at least quarterly.

## **2. Standards**

- a. LADWP Water Design Standards and Installation Requirements for Contractors (DSIR) Latest Edition

## **3. General Submittals Requirements**

- a. Preliminary project description complete with scope/statement of work and vicinity map.
- b. Site plan including existing and proposed structures including property lines and existing/proposed elevation plans.
- c. Survey plan set if available.
- d. Project schedule and requested in-service date.
- e. Substructure plans detailing all existing substructures in the subject Right of Way
- f. Preliminary water plans identifying the location of all existing and proposed water meters and fire services (i.e., service information plan)
- g. Scope of all LADWP Water System needs within the project vicinity including, but not limited to - Water Main Relocations, Water Main Enlargements, Meter/Service Relocation/Removals, New Water Service (s), Customer Service, and Street Improvements.

- h. Proposed street and alley vacations and preliminary/final street improvement plans /B-Permit, if available.
- i. Active and ample Work Order Authorization/IDO funds or Work Order Authorization/IDO addendum as needed.

#### **4. Street Improvements**

- a. LAWA to submit preliminary Street Improvement Plans.
  - i. Submit package to Western District Water Distribution Engineering at 111 North Hope Street, Room 1425, Los Angeles, CA 90012.
- b. LAWA to request a pre-design meeting.
- c. LAWA to submit for Civil plan set approval by Bureau of Engineering (BOE) and provide 85% plan set to LADWP.
- d. LAWA to submit Water Design Plan for LADWP approval.
- e. LADWP to provide LAWA with 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 applicable. Bill Actual.
- g. LAWA to construct after LADWP and BOE civil plan approval.
- h. LADWP to provide construction timeline upon receipt of payment. Construction may be subject to resource constraints and will be handled on a project basis. Should significant water relocation work be required, recurring meetings will be established to provide progress updates.
- i. LADWP inspection (Requires at least 48 business hour notice)

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

- a. LAWA to submit the following documents as a package to Western District Water Distribution Engineering at 111 North Hope Street, Room 1425, Los Angeles, CA 90012
  - i. Application for new water service

- ii. Street Improvement plans showing all existing and proposed locations of water facilities.
  - iii. LAFD written approval for all proposed fire hydrant locations.
  - iv. Desired in-service date
- b. LAWA to request pre-design meeting.
  - c. LADWP will prepare a Letter of Charges.
  - d. LAWA to pay all fees as outlined in the Letter of Charges.
  - e. LADWP to construct within 4-6 months of receiving payment for standard service requests. If significant water relocation work is necessary, LADWP may need more time to construct.
  - f. LAWA to set up LADWP water service billing account with LADWP Premier Accounts.

LADWP to activate water services.

#### **5. Water Main Abandonment / Relocation**

- a. LAWA to submit preliminary/final 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 a pre-design meeting.
- c. LADWP will prepare a cost estimate for all required work.
- d. LAWA to pay for all fees outlined in the in the Letter of Charges or confirm sufficient residual funds in the appropriate funding mechanism to provision bill actual work.
- e. LAWA to provide Last Vacancy Notification.
- f. LADWP to coordinate construction schedule with LAWA Project Manager. LADWP to construct within 4-6 months of receiving payment for standard service requests. 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 Hugo Sanchez of LADWP Key Accounts Section at 111 North Hope Street, Room 1009, Los Angeles, CA 90012, Telephone No. 213-367-4626, Email: Hugo.Sanchez@ladwp.com.

### **III. LADWP Work Orders and Billing Process**

This Article III 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 Departments and LAWA desire to change to the relevant provisions of this Agreement regarding the Annual Work Plan to coincide with the City of Los Angeles 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 15<sup>th</sup> of each year, LAWA shall provide an annual project scope summary in writing for the upcoming Fiscal Year (July 1<sup>st</sup> to June 30<sup>th</sup>).
- b. No later than February 15<sup>th</sup> 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 fourteen (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<sup>st</sup>). LADWP personnel will charge time to this LAWA's work order.
- e. LADWP will notify LAWA in writing when 75 percent (75%) 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 projects for LAWA's review. Costs incurred will be identified up to the previous month.
- g. In the event of an unexpected cost overrun, LAWA shall authorize additional funds, if appropriate.

## 2.

### **Project Work Order**

- a. Within fourteen (14) workdays 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, and construction inspections.
- b. LAWA and LADWP will negotiate the project work within a period of fourteen (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 (75%) 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 projects for LAWA's review. Costs incurred will be identified up to the previous month.
- f. In the event of an unexpected 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 costs incurred during the billing period.
  - iv. Invoices shall be addressed to LAWA's Financial Manager.
- d. Within thirty (30) calendar days of receipt, LAWA shall provide payment of LADWP's invoices that are in compliance with the aforementioned provisions.

**APPENDIX 1-F**

**LOS ANGELES FIRE DEPARTMENT SPECIFIC REQUIREMENTS**

1. LAFD Specific Provisions:

*[To be inserted if applicable.]*



**APPENDIX 2**

**Updates to the Agreement as Agreed Upon by the Parties**

*[To be inserted if applicable.]*

**APPENDIX 3**

**LAWA Projects Updated Scope of Work and Applicable Annual Work Plans**

*[To be inserted each Fiscal Year]*