



SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-1 TERMS. *To this SSPWC subsection add the following:*

References to Sections shall refer to Sections and Subsections of this document, and to the Sections and Subsections of the SSPWC as modified by this document.

1-2 DEFINITIONS. *To this SSPWC subsection add the following (replacing like terms):*

AGENCY. City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA).

AIRPORT MAINTENANCE SUPERVISOR. The Airport Maintenance Supervisor of the [Airport] or this Supervisor's authorized representative.

AIRCRAFT PARKING POSITIONS: That portion of an apron used for parking aircraft to enplane and deplane passengers, or to load, or unload cargo.

AIRCRAFT SERVICE AREA: Portion of an apron adjacent to an aircraft parking position. They are used by airline personnel and equipment for servicing aircraft and staging of baggage, freight, and mail for loading and unloading of aircraft.

AIRPORT MANAGER. The Airport Manager of the [Airport] Airport or this Manager's authorized representative, having administrative responsibility for Operations and Security at the Airport, including enforcement of all airport rules and regulations affecting the Work.

AIRPORT MAINTENANCE SUPERVISOR. The Airport Maintenance Supervisor of the [Airport] Airport or this Supervisor's authorized representative.

AIRPORT MANAGER: The Airport Manager of the [Airport] Airport or this Manager's authorized representative, having administrative responsibility for Operations and Security at the Airport, including enforcement of all airport rules and regulations affecting the Work.

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

ALLOWANCE. An amount established in the Bid by the Agency to reimburse the Contractor for its actual expenses for an item of Work.

APRON: That non-movement area prepared for the positioning or parking of aircraft during



ground operations not involving landing and takeoff of airplanes. The areas are usually designed according to use, such as terminal, cargo, parking, service hangar, or holding apron. Such terms as “ramp”, “hardstand,” turnaround,” etc., are synonymous with apron.

AWARD OF CONTRACT. The date the Board approves and awards the contract.

BOARD. The Board of Airport Commissioners of the City of Los Angeles.

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

CLAIM. A separate written demand by the Contractor for:

- 1) A time extension.
- 2) Payment of money or damages arising from Work done by or for the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which the claimant is not otherwise entitled.
- 3) An amount, the payment of which is disputed by the Agency.

CONSTRUCTION MANAGER. [Insert name here.]

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

CONTRACT DOCUMENTS. Including but not limited to (listed in no particular order):

- 1) Formal Construction Contract executed by the Executive Director.
- 2) Notice Inviting Bids.
- 3) Instructions to Bidders.
- 4) Contract Addenda (which pertain to the Contract Documents).
- 5) Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract.
- 6) Bonds.
- 7) Permits from other Agencies.
- 8) Special Provisions.
- 9) Plans.
- 10) Standard Plans.
- 11) SSPWC.
- 13) Reference Specifications
- 14) Reference Drawings

COORDINATION: The Contractor shall be responsible for furnishing all labor, material and equipment including all suppliers, subcontractors, specialty contractors, utility



companies, any and all 3rd party entities to make a project complete, in accordance with the contract documents. Coordination includes all communication, setting up meetings, meeting minutes, scheduling, escorting onto AOA, vehicle permits and all other requirements required by the contract documents.

DAY. Whether capitalized or not, unless otherwise specifically provided, means calendar day, including weekends and legal holidays.

DESIGN CONSULTANT/ARCHITECT. [Insert name here].

ENGINEER. The Chief Airports Engineer of LAWA or this Engineer's authorized representative.

EQUAL/OR EQUAL. The product, equipment, or material which is proposed by the Contractor for use in the Work at no additional cost which in the sole judgment of the Engineer is equal to or better than the product or material specified in the Contract Documents as to function, performance, reliability, quality, and general configuration.

EXECUTIVE DIRECTOR. The Executive Director of LAWA or duly authorized representative.

FIELD MEMO. A letter issued by the Engineer to the Contractor directing Contract Work or a change in Work.

FOREIGN OBJECT DEBRIS (FOD): Any object capable of being ingested into aircraft engines or penetrating aircraft tires. Examples are knives, forks, spoons, hand tools, bolts, nails, nuts, cable, polyurethane, vehicle parts, sand, gravel, paper, rocks, dirt, cans, glass, wood, etc.

IMAGINARY SURFACE: Surfaces defined in FAR Part 77, centered on the runways, above which no equipment or objects are allowed to penetrate.

INSPECTOR. An authorized representative of the Engineer assigned to inspect the Work of the Contractor.

JET BLAST: Jet blast is the force of jet exhaust produced by the aircraft engines. The high velocities produced by aircraft engines are capable of causing bodily injury to personnel and damage to equipment.

LIQUIDATED DAMAGES. The amount the Contractor shall pay to the Agency due to the Contractor's failure to complete the Work or submit the schedule within the time specified, or for non-compliance with other Contract requirements.

MATERIALS CONTROL INSPECTOR. An authorized representative of the Engineer assigned to



inspect materials, equipment, and fabricated articles furnished by the Contractor at sources other than the project Site.

MOVEMENT AREA: The movement area consists of runways, taxiways, and other areas of the airport which are used for taxiing or hover taxiing, air taxiing, takeoff and landing of aircraft, exclusive of loading aprons and aircraft parking areas.

MUNICIPAL CODE. The Municipal Code of the City of Los Angeles, which includes the Building Code, the Electrical Code, the Mechanical Code, the Plumbing Code, and all other ordinances of the City.

NON-MOVEMENT AREA: That area of the AOA not defined as a movement area and including the exterior of buildings on or adjacent to the non-movement area.

NOTICE OF AWARD. The date on which the Board awards the contract for this Project.

NOTICE TO PROCEED. The written notice by LAWA to the Contractor stating that the Work or portions of the Work may commence.

OWNER: Los Angeles World Airports.

PARTIAL ACCEPTANCE. Any portion of the Work which has been completed in accordance with the Contract Documents and has been accepted in writing by the Engineer and the Inspector.

PROJECT. All Work and/or construction operations required by the Contract Documents.

QUALITY ASSURANCE. Those standards and procedures exercised by the Agency, Inspector and the Engineer to ensure that the Contractor constructs the Work in accordance with the Contract Documents.

QUALITY CONTROL. Those standards, systems, processes, procedures and activities exercised by the Contractor, Subcontractors and Suppliers to ensure that the Work is constructed in accordance with the Contract Documents.

RUNWAY: A clearly defined area on the airport which has been prepared and is suitable for landing and takeoff of airplanes. The principal runway elements include the structural pavement, shoulders, blast pads, runway safety area, extended runway safety area, and airport imaginary surfaces. The runway drainage system, lighting, marking and areas required for landing aids are also integral design parts of the runway.

SERVICE ROADS: Identified rights-of-way on apron designated for aircraft ground service vehicles and fire equipment.



SITE. The physical location where the Project is to be constructed, including all areas designated for staging, storage, parking, and temporary offices as shown on the plans.

SUBSTITUTION. Any product, equipment, or material which is proposed by the Contractor for use in the Work at no additional cost to the Agency which in the sole judgment of the Engineer is equal to or better than the product or material specified in the Contract Documents as a function, performance, reliability, quality, and general configuration.

STANDARD SPECIFICATIONS / PLANS: The Standard Specifications for Public Works Construction, 2009 edition as modified by City of Los Angeles Bureau of Engineering Brown Book; referenced Standard Plans (current version) of the City of Los Angeles, Department of Public Works, Bureau of Engineering. The Standard Plans include details of standard structures, devices or instructions referred to on the Project Plans or in the Specifications by title or number. Unless otherwise indicated, the applicable Standard Plans designated in the Contract Documents are the City of Los Angeles, Bureau of Engineering, Standard Plans. Sets of Standard Plans are available for purchase from Building News Inc. (Tel: (800) 873-6397), from Builders Books (Tel: (800) 273-7375, or from the City's Public Counter, Suite 600, 600 S. Spring St., Los Angeles, CA 90014.

STREET-SIDE OF BUILDINGS: Exterior of building and roof on street side, outside of the AOA streets, multilanes, drives, parking garage, and remote parking lots. This area is also referred to as the landside of the airport.

SUBSTANTIAL COMPLETION. The point at which the Work or a portion of the Work is sufficiently complete and accepted, as determined by the Agency, in accordance with Contract Documents, to be occupied and utilized by the Agency for its intended purpose pursuant to Subsection 6-10.

SUBSTITUTION: Any product, equipment, or material which is proposed by the Contractor for use in the Work at no additional cost to the Agency which in the sole judgment of the Engineer is equal to or better than the product or material specified in the Contract Documents as a function, performance, reliability, quality, and general configuration.

SUPERVISOR: Any individual proposed by the Contractor that has active and direct superintendence of details of Work.

SURETY. The person, firm, or corporation that executes as Bonding Co. Surety the Contractor's Performance Bond and the Labor and Material Bond.

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

TAXILANES: Pavement areas reserved to provide taxing aircraft with access to and from parking positions.



TAXIWAY: A defined path over which airplanes can taxi from one part of an airport to another. It includes the structural pavement, shoulder, taxiway safety area, and obstacle-free area.

UNSUITABLE WEATHER: Atmospheric or environmental conditions which restrict construction activities and/or affect operation of aircraft while approaching a runway to land; during landing; taxiing between runways, ramps, aprons, hangars, or loading zones; standing by to takeoff; or during takeoff as determined by the Airport Operations or the Engineer or his authorized representative. In addition, if a cloud condition is below 1,000 feet above ground level and or the prevailing visibility is below 3 statute miles, as reported by the air traffic control tower at [Airport] Airport, or if environmental conditions which may, in the opinion of the Engineer, affect the final outcome, position, or condition of construction work, maintenance work, or improvement of any sort or nature.

VEHICLE SERVICE ROADS: Identified rights-of-way in the non-movement area designated for vehicular movement on the AOA. Drive lanes are delineated by white lines or traffic markings painted on the pavement.

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

WORKING DAY. For purposes of the working day, working hours shall begin at 7:00 a.m. and, unless otherwise approved by the Engineer, shall end at 3:00 p.m. Anything received after 3:00 p.m. will be considered to be received on the next day.

1-3 ABBREVIATIONS.

1-3.1 General. This subsection applies as written in the SSPWC.

1.3.2 Common Usage. To this SSPWC subsection, add the following and include the abbreviations defined and shown on the Plans:

- e
- ACAMSAccess Control and Monitoring System
- ADAAmericans with Disabilities Act
- AGBAlley grating basin
- ALAllowance
- ALCMS.....Airfield Lighting Control and Monitoring System
- ALSF.....Approach Lighting System with Sequence Flashing Lights
- AOAAir Operations Area
- ARHMAsphalt-rubber hot-mix
- ASDEAirport Surface Detection Equipment
- ASOSAutomated Surface Observing System
- ASRAirport Surveillance Radar



ATSAC	Automated Traffic Surveillance and Control System
BAGR	Bridge approach guard railing
BB	Beginning of Bridge
BMP	Best Management Practices
BPW	Board of Public Works
BSJ	Bell and spigot joint
BSL	Bureau of Street Lighting
BTRC	Business Tax Registration Certificate
C&M	Construction and Maintenance
CAB	Crushed Aggregate Base
CCD	Charged Coupled Device
CGB	Curbside grating basin
CIDH	Cast-in-drilled-hole
CIP	Cast-in-place
CLSM.....	Controlled Low Strength Material
CQC	Contractor Quality Control
CTB.....	Cement Treated Base
DBE.....	Disadvantaged Business Enterprise
DMBB	Double metal beam barrier
EB	End of bridge
ESA	Environmentally Sensitive
FAR	Federal Aviation Regulations
FTA	Fully traffic actuated
GC	Grade change
GCASP.....	General Construction Activity Stormwater Permit
HS	High strength
IITL.....	Independent Inspection and/or Testing Laboratory
ILS	Instrument Landing System
IPW	Inspector of Public Works
ITD.....	Information Technology Division
LAMC.....	Los Angeles Municipal Code
LIR.....	Low Impact Resistant
LLWAS.....	Low Level Wind Sheer Alert System
LOC.....	Localizer
MA	Mast Arm
MALSR.....	Medium Intensity Approach Lighting System
MB	Metal beam
MBB	Metal beam barrier
MBGR	Metal beam guard railing
MBE	Minority Business Enterprise
MCR	Middle of curb return
MED	Median
MM	Multimode



MSM	Mandatory subcontracting minimum
MTH	Month
MTL	Material
NFPA	National Fire Protection Association
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination Permit
NTP	Notice to Proceed
OH	Overhead
OSA	Office of the State Architect
OBE	Other Business Enterprise
PAPI	Precision Approach Path Indicator
PCC	Portland Cement Concrete
PE	Polyethylene (jacket of cable)
PMB	Processed Miscellaneous Base
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RFI	Request for Information
RVR	Runway Visual Range
RWY	Runway
SCHED	Schedule
SM	Single Mode
SOCB	Side opening catch basin
SRJ	Steel ring joint (for RCP)
SSC	Systems Service Center
SSPWC	Standard Specification for Public Works Construction
STDPA	Standard Plans
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
TCP	Traffic control plan
TF	Top of footing
TH	Test hole
TIA	Telecommunications Industry Alliance
TWY	Taxiway
V-NET	Video Network
VT	Variable thickness
WATCH	Work Area Traffic Control Handbook
WBE	Women Business Enterprise
WDID	Waste Discharge Identification Number
WWECP	Wet Weather Erosion Control Plan

1-3.3 Institutions. *To this SSPWC subsection, add the following and include the abbreviations defined and shown on the Plans:*

AQMDAir Quality Management District



DWP.....	Los Angeles Department of Water & Power
DWPPS	Los Angeles Department of Water & Power, Power System
DWPWS	Los Angeles Department of Water & Power, Water System
FAA.....	Federal Aviation Administration
IITL.....	Independent Inspection and/or Testing Laboratory
LADGS	Los Angeles Department of General Services
LADOT	Los Angeles Department of Transportation
LADWP	Los Angeles Department of Water and Power
LACDPW	Los Angeles County Department of Public Works
LAWA.....	Los Angeles World Airports
MTA	Metropolitan Transportation Authority (of Los Angeles County)
MWD	Metropolitan Water District
NWS.....	National Weather Service
PACBELL	Pacific Bell (Pacific Telesis Group)
RCC.....	Rail Construction Corporation
SBC	SBC (telephone – formerly Pacific Bell)
SCAQMD	South Coast Air Quality Management District
SCG	Southern California Gas Company
SCE	Southern California Edison
SCRRA	Southern California Regional Rail Authority
SWRCB.....	State Water Resources Control Board
UBC	Uniform Building Code
USA.....	Underground Services Alert

1-4 UNITS OF MEASURE. *This subsection applies as written in the SSPWC.*

END OF SECTION 1

<Project Name>



Special Provisions ____% Submittal
Date

THIS PAGE INTENTIONALLY BLANK



SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT. *This subsection applies as written in the SSPWC.*

2-2 ASSIGNMENT. *This subsection applies as written in the SSPWC.*

2-3 SUBCONTRACTS.

2-3.1 General. *Delete this SSPWC subsection and replace with the following:*

The Contractor shall comply with the Chapter of Public Contract Code including Sections 4100 through 4113. A copy of the Public Contract Code may be found at www.leginfo.ca.gov.

If the Contractor fails to specify a Subcontractor, or specifies more than one Subcontractor for the same portion of the Work to be performed under the Contract (in excess of one-half of one percent [1/2%] of the Contractor's total Bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself, except as otherwise provided in the Code.

Unless otherwise provided in the Contract Documents or when direct communications have been specifically authorized, communications between any Subcontractor and the Agency shall be through the Contractor.

2-3.2 Additional Responsibility. *Delete the second paragraph in this SSPWC subsection and replace with the following:*

The contractor shall perform, with its own organization, Contract Work amounting to at least twenty percent (20%) for building work, and thirty-five percent (35%) for civil work, of the Contract price. The subcontracting of any portion of the Work shall not relieve the Contractor of its responsibilities under the contract. General provisions, profit, bonds, supervision, etc., shall not be included in the percentage of Work required to be completed by the Contractor.

2-3.3 Status of Subcontractors. *This subsection applies as written in the SSPWC.*

2-3.4 Listed Subcontractors. *To the SSPWC add subsection 2-3.4 as follows:*

The Contractor shall have submitted with the Bid a list that specifies both of the following:

- 1) The name and address of each Subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid, or \$10,000, whichever is greater.
- 2) That portion of the Work, as defined in the Bid, which will be done by each listed Subcontractor.



On any portion of the Work shown in the Bid to be done by a listed Subcontractor, the Contractor shall submit to the Engineer, prior to commencement of said Work, a written statement giving the Work to be subcontracted and the name, business, address, phone number, and Contractor License Number of the proposed Subcontractor together with a copy of the completed and signed Subcontractor's Equal Employment Practices or Affirmative Action forms. Consent in writing by the Engineer shall be received before said subcontracted Work is started.

2-3.4.1 Substitution.

The Contractor may not substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid or offer, except in the following instances:

- 1) When the Subcontractor listed in the Bid after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, other Contract Documents for the Project involved, or the terms of such Subcontractor's written bid, is presented to it by the Contractor.
- 2) When the listed Subcontractor becomes bankrupt or insolvent.
- 3) When the listed Subcontractor fails or refuses to perform its subcontract.
- 4) When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in the Subcontractor's Performance Bonds Subsection of this Section.
- 5) When the Contractor demonstrates to the satisfaction of the Engineer that the Subcontractor was listed by inadvertent clerical error.
- 6) When the Engineer determines that work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the Contract Documents, or the listed Subcontractor is substantially delaying or disrupting the progress of the Work.
- 7) When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board.
- 8) When a listed Subcontractor becomes or is unlicensed.

The Contractor, as a condition of asserting a Claim of inadvertent clerical error in a listing of a Subcontractor, shall within two (2) Working Days after the time of the bid opening by the Engineer, give written notice to the Engineer and copies of such notice to both the Subcontractor it claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to the bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with this Section as to an inadvertent clerical error, shall be allowed six (6) Working Days from the time of the bid opening within which to submit to the Engineer and to the Contractor written objection to the Contractor's Claim of inadvertent clerical error.

In all cases, the Contractor must make a request in writing, to the Engineer for the Substitution of listed Subcontractors. Each written request shall include reasons for the Substitution. The Engineer shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) Working Days from the date of such



notice within which to file with the Engineer written objections to the Substitution.

Failure to file written objection pursuant to this Section within the times specified herein, shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for Substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Engineer shall give five (5) Days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board or its duly authorized officer on the Contractor's request for Substitution. The determination by the Board or its duly authorized officer shall be final.

2-3.5 Unlisted Subcontractors. To the SSPWC add subsection 2-3.5 as follows:

Permission to use Subcontractors for any portion of the Work not required to be listed as indicated above shall be requested in writing to the Engineer. Such requests shall give a description of the Work to be subcontracted and the name, business, address, phone number Contractor License Number of the proposed Subcontractor together with a copy of the completed and signed Subcontractor's Equal Employment Practices or Affirmative Action forms. Consent of the Engineer in writing shall be received before the subcontracted Work is started.

When a portion of the Work which has been subcontracted by the Contractor to an unlisted Subcontractor is not being prosecuted in a satisfactory manner, this Subcontractor shall be removed immediately on the written request of the Engineer and shall not again be employed on the Work.

2-3.6 Subcontractor's Performance Bonds. To the SSPWC add subsection 2-3.6 as follows:

In the event any Subcontractor submitting a bid to the Contractor does not, upon request of the Contractor and at the expense of the Contractor at the established charge or premium thereof, furnish to the Contractor a bond or bonds issued by an admitted surety wherein the Contractor shall be named the obligee, guaranteeing prompt and faithful performance of such subcontract and the payment of all claims for labor and materials furnished or used in and about the Work to be performed and performed under such subcontract, the Contractor may reject such bid and make a Substitution of another Subcontractor subject to the Substitution provisions of this Section. Such bond or bonds may be required at the expense of the Subcontractor only if the Contractor in its written or published request for sub-bids:

- 1) Specifies that the expense for such bond or bonds shall be borne by Subcontractor.
- 2) Clearly specifies the amount and requirements of such bond or bonds.

2-3.7 Assignment. To the SSPWC add subsection 2-3.7 as follows:

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow



it to be performed by anyone other than the original Subcontractor listed on the original Bid without the consent of the Board or its duly authorized officer.

2-3.8 Penalties. To the SSPWC add subsection 2-3.8 as follows:

A Contractor violating this Subsection 2-3 shall be deemed in violation of the Contract and the Agency may, at its discretion, cancel the contract and/or assess the Contractor a penalty of not more than ten percent (10%) of the amount of the subcontract involved. The Contractor is in violation of the California Business and Professions Code if the Contractor utilizes inactive license holders or unlicensed Subcontractors. Violation of this Code may result in the Board declaring the Bid to be non-responsive. The Agency will report all violations to the Contractor's State License Board.

In any proceeding under this Subsection 2-3, the Contractor shall be entitled to a public hearing and to five (5) Days' notice of the time and place thereof.

2-4 CONTRACT BONDS. To the first paragraph of this SSPWC subsection add the following:

The Executive Director shall act in the place of the Board in approving surety bonds.

Replace the fourth paragraph of this SSPWC subsection with the following:

The Faithful Performance Bond shall be for one hundred percent (100%) of the Contract price. The Contractor shall arrange to have the Faithful Performance Bond remain in full effect for the warranty period or one (1) year after acceptance of the Work by the Executive Director, whichever is longer. This shall be done as a guarantee that the Contractor shall satisfactorily correct any deficiencies in materials or workmanship of which the Agency notifies the Contractor within that year. The Contractor shall submit all bonds within thirty (30) Days of the Notice of Award.

2-5 PLANS AND SPECIFICATIONS.

[The Design Codes MUST be referenced on the plans]

2-5.1 General. To the first paragraph of this SSPWC subsection add the following:

The Contractor shall maintain at the Project Site, a copy of the Project Plans and Specifications, apart from documents used for construction. The Contractor shall maintain documents in a clean, legible condition and make documents available at all times for inspection by the Engineer and Inspector.

At the end of this SSPWC subsection add the following:



[Six (6)] copies of the Project Plans and Special Provisions will be available at no cost to the Contractor. The Contractor must obtain and pay for sufficient copies of the SSPWC, Reference Specifications, and Standard Plans to maintain supervision of the Work.

Plans and Special Provisions furnished by the Agency are its property. They are not to be used on other work. Models are the property of the Agency and shall be returned upon completion.

[PE: If B-permit is involved, include paragraph below.]

All Work on traffic signal installations shall conform to the latest edition including amendments of the LADOT "Special Provisions and Standard Plans for the installation and modification of traffic signals." All Work on parking meter posts shall conform to the Department of Transportation Specifications No. 82-012-02, "Detail of Parking Meter Posts" available at 221 N. Figueroa Street, Suite 500, Los Angeles, CA 90012.

2-5.2 Precedence of Contract Documents. Delete this SSPWC subsection and replace with the following:

If there is a conflict between Contract Documents, the document highest in precedence shall control. Unless otherwise specified the precedence shall be:

- 1) Federal and State requirements.
- 2) Permits from other agencies as may be required by law.
- 3) Addenda, Change Orders, Supplemental Agreements, and approved revisions to Plans and Specifications.
- 4) Formal Construction Contract executed by the Executive Director.
- 5) Special Provisions
- 6) Plans (detailed plans shall have precedence over general plans).
- 7) Standard Plans.
- 8) Standard Specifications for Public Works Construction.
- 9) Reference Specifications.
- 10) Reference Drawings.

In case of a conflict within a Contract Document, the provision with the more restrictive/highest stringent interpretation shall govern. Anything mentioned in the Special Provisions and not shown on the drawings or shown on the drawings and not mentioned in the Special Provisions shall be of like effect as if shown or mentioned in both. The Contractor may request clarification from the Engineer of the governing provision. The Contractor shall not be entitled to extra compensation or time extension due to possible conflicts between the provisions of these documents.

2-5.3 Shop Drawings and Submittals.

2-5.3.1 General. Delete the third paragraph of this SSPWC subsection and replace with the following:



The Contractor shall allow a minimum of thirty (30) Days for each shop drawing and submittal review, unless otherwise modified in the Contract Documents. Review periods are not cumulative. The aforementioned time frames begin anew upon each submission of shop drawing and/or submittal whether it is the initial submission or a resubmission after review by the Engineer. Each set of shop drawings or submittals shall be accompanied by a letter of transmittal describing exactly what is being transmitted.

All Contractor submittals shall be carefully reviewed for completeness and compliance with the Contract Documents, by an authorized representative of the Contractor, prior to submission to the Engineer. Each submittal shall be dated, signed and certified by the Contractor as being correct and in strict conformance with the Contract Documents. No consideration for review by the Engineer of any Contractor submittals will be made for any items, which have not been certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer and any delays caused thereby shall be the total responsibility of the Contractor.

The Contractor shall be responsible for delivering reviewed copies of shop drawings and submittals to all others whose work is dependent herein. The Contractor shall maintain at the Site a complete file of approved shop drawings and submittals for this Project.

2-5.3.2 Shop Drawings and Coordination Drawings. *Delete this SSPWC subsection and replace with the following:*

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier, or distributor and which illustrates some portion of the Work. The Contractor shall submit, for review by the Engineer, **[seven (7)]** copies of shop drawings as called for in this Section and the Contract Documents and as requested by the Engineer. All shop drawings shall be of a size and scale to show clearly all necessary details. Shop drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work; and other pertinent details. When required, engineering computations by a Professional Engineer licensed by the State of California, Board of Professional Engineers and Land Surveyors shall be submitted.

Shop drawings shall be accompanied by the Engineer's standard submittal transmittal form, which may be obtained from the Engineer. The transmittal form forwarding shop drawings shall list the number of drawings submitted, the name of the Project, the name of the Contractor, and, if any, the names of Suppliers, manufacturers, and Subcontractors. Shop drawings shall be submitted at a time sufficiently early to allow a thirty (30) Day review period by the Engineer and to accommodate the rate of construction progress required under the Contract. Any delays to the Project schedule due to late submission of shop drawing shall be the sole responsibility of the Contractor.



Shop drawings shall be complete in all respects. If the shop drawings show any deviations from the requirements of the Contract Documents, because of standard shop practices or other reasons, the deviations and the reasons therefore shall be clearly set forth in the letter of transmittal. By submitting shop drawings, the Contractor represents that material, equipment, and other Work shown thereon conforms to the Contract Documents, except for any deviations set forth in the letter of transmittal. The Contractor, in the letter of transmittal accompanying resubmitted shop drawings, shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submittals.

The review by the Engineer is only of general conformance with the design concept of the Project, and general compliance with the Contract Documents and shall not relieve the Contractor of the full responsibility for providing materials, equipment, and Work required by the contract; the proper fitting and construction of the Work; the accuracy and completeness of the shop drawings; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner. Any fabrication or other Work performed in advance of the receipt of accepted submittals shall be entirely at the Contractor's risk and expense. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for Claims for extra Work.

Except as otherwise noted, the Engineer will return **[two (2)]** prints of each submittal to the Contractor, with its comments noted thereon, within thirty (30) Days from the following their receipt by the Engineer.

No portion of the Work, including fabrication, requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Engineer and returned to the Contractor with a notation indicating that resubmittal is not required. A separate transmittal form shall be used for each specified item or call of material or equipment for which a submittal is required. All Work for which shop drawings are required shall be performed in accordance with the reviewed and approved copies.

Within 10 days of the Notice of Award, the Contractor shall submit for approval a list of proposed submittals and shop drawings which he intends to submit. The Engineer will modify the list and return it to the Contractor within 5 days of receipt, adding any items that the Contractor has neglected to list, but which the Engineer feels warrants a submittal.

Without waiving any specific requirements of the Contract Documents, the following table lists items that are examples of but not limited to, items that require the submittal of shop drawings:

[Append table as appropriate to the project:]

TABLE 2-5.3.2(A)

	Section		
--	---------	--	--



Item	Number	Title	Subject
1	7-10.4.1	Safety Orders	Trench shoring
2	207-2.5	Joints	Reinforced concrete pipe
3	207-8.4	Joints	Vitrified clay pipe
4	207-10.2.1	General	Fabricated steel pipe
5	300-3.2	Cofferdams	Structure excavation and backfill
6	303-1.6.1	General	Falsework
7	303-1.7.1	General	Placing reinforcement
8	303-3.1	General	Prestressed concrete construction
9	304-1.1.1	Shop Drawings	Structural steel
10	304-1.1.2	Falsework Plans	Structural steel
11	304-2.1	General	Metal hand railings
12	306-2.1	General	Jacking operations
13	306-3.1	General	Tunneling operations
14	306-3.4	Tunnel Supports	Tunneling operations
15	306-6	Remodeling Existing Sewer Facilities	Polyethylene liner installation
16	306-8	Microtunneling	Microtunneling operations
17	307-4.3	Controller Cabinet Wiring Diagrams	Traffic signal construction
18	306-1.2.2	Pipe laying	Pipeline shop drawings
19	5-2	Protection	Utility Supports
20	7-10.3.7	Temporary Bridges	Temporary Bridge Reconstruction
21		Dewatering	

Formatted: Don't adjust space between Latin and Asian text

Formatted: Don't adjust space between Latin and Asian text

Formatted: Don't adjust space between Latin and Asian text

Shop drawings listed above as Items 5, 6, 8, 9, 10, 12, 13, 14, 16 and 20 shall be prepared by a Civil or Structural Engineer registered by the State of California.

The Contractor shall submit Coordination Drawings to the Engineer for review within forty-five **[(45)]** Days after the NTP. Coordination Drawings are necessary when close and careful coordination is required for installation of products and materials fabricated off-site by separate entities and/or where limited space availability necessitates maximum utilization of space for efficient installation of different components.

The Coordination Drawings submittals shall comply with the following:

- 1) Show the interrelationship of components shown on shop drawings.
- 2) Show the interrelationship of all utility and/or trade work (e.g., electrical, telecom, mechanical, piping, plumbing, fire, and life safety).
- 3) Indicate required installation sequences.
- 4) All of the submittal requirements contained in Subsection 2-5.

2-5.3.3 Submittals. *To this SSPWC subsection add the following:*



Coordinate preparation and processing of submittals with performance of construction activities.

Submittals shall be made only by the Contractor and not by Subcontractors, Suppliers, or manufacturers, along with a letter of transmittal to the Engineer, using the form described in Subsection 2-5.3.2 above. Any submittals received directly from the Subcontractors, Suppliers or manufacturers will be rejected and returned to the Contractor.

For product data, the Contractor shall include manufacturers' schematic drawings, catalogue sheets, brochures, diagrams, schedules, performance charts, illustrations, test reports, certificates of compliance, and other descriptive data not included on shop drawings. The Contractor shall modify standard descriptive data to delete information that is not applicable and clearly identify pertinent data. See additional Product Data information in 2-5.6.

2-5.4 Maintenance of Documents *To the SSPWC add subsection 2-5.4 as follows:*

In addition to the provisions in Subsection 2-5.1, the Contractor shall maintain at the Site, one copy of contract Plans, Specifications, Addenda, approved submittals, Change Orders, field memos, RFI's, field test records and other Agency-approved documents submitted by the Contractor in compliance with the Contract Documents.

The Contractor shall designate a person who will maintain As-Built Construction Plans on a daily basis for all information in the field and/or corrections or changes requested by the Engineer. These As-Built Construction Plans must be made available upon request by the Engineer or Inspector. The notes on the As-Built Construction Plans must be verifiable when requested by the Engineer. Failure to maintain an up-to-date set of As-Built Construction Plans may be cause for the Engineer to withhold the monthly payment.

The Contractor shall submit one set of As-Built Construction Plans upon final Project completion. These plans shall include all original permits, including final Building and Safety approval for the Project. As-Built Construction Plans shall not include copies of RFI's, Field Memo's etc. directly attached to the plan, but shall be clearly marked in red ink pen on the Plans, showing the actual installed or deleted Work. Submittal and acceptance of the final As-Built Construction Plans is a condition precedent to the release of retention holdings.

2-5.5 Record Documents and Drawings *To the SSPWC add subsection 2-5.5 as follows:*

The Contractor shall be responsible for maintaining one up-to-date set of Record Drawings at the Site, available for review by the Engineer at all times. The Contractor shall label each document "PROJECT RECORD COPY" in two (2) inch high printed letters. These documents and drawings shall be neat, legible and show all deviations from the original Contract Documents. The Contractor shall not permanently conceal any Work until required information has been recorded.

Prior to monthly payments, Contractor submittals of payment requests shall not be made until the Contractor submits updated Record Drawings to the Engineer for review and approval. The final set



of Record Drawings shall be given to the Engineer upon completion of the Work. The Notice of Completion will not be filed until the Engineer receives approved completed Record Drawings.

The Contractor shall legibly mark most appropriate drawings to record, where applicable:

- 1) Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- 2) Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
- 3) Field changes of dimension and detail made during construction process.
- 4) Changes made by Change Order or Field Memo.
- 5) Details not on original contract drawings but approved via shop drawings or the submittal process.

The Contractor shall legibly mark each Specification and Addendum to record:

- 1) Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- 2) Other matters not originally specified.
- 3) Changes made by Change Order or Field Memo.

At completion of Project, the Contractor shall deliver Record Documents and Drawings to the Engineer. Submittal shall be made in duplicate, shall include a transmittal letter, and shall contain:

- 1) Date, Project title and number.
- 2) Contractor's name and address.
- 3) Title and number of each Record Drawing.
- 4) Certification that each drawing as submitted is complete and accurate.
- 5) Signature of Contractor or his authorized representative.

[PE: Use this language if it's a Unit Price Contract:]

Full compensation for complying with requirements of this Section, with the exception of maintaining and delivering Record Drawings, shall be considered as included in Contractor's Bid and no additional compensation will be allowed. The Contractor shall be paid under Bid Item "Maintain and Deliver Record Documents" the price as indicated in the "SCHEDULE OF WORK AND PRICES."

[PE: Use this language if this is a Lump Sum Contract:]

Full compensation for complying with requirements of this Section, with the exception of maintaining and delivering Record Drawings, shall be considered as included in Contractor's Bid and no additional compensation will be allowed.

2-5.6 Product Data To the SSPWC add subsection 2-5.6 as follows:



Collect Product Data into a submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- 1) Manufacturer's printed recommendations.
- 2) Compliance with recognized trade association standards.
- 3) Compliance with recognized testing agency standards.
- 4) Application of testing agency labels and seals.
- 5) Notation of dimensions verified by field measurement.
- 6) Notation of coordination requirements.

Modify Product Data sheets to delete information that is not applicable to the Work. Edit all materials to conform to job requirements, and to clearly show model number, type or size proposed. Provide additional information, if necessary, to supplement standard information. The Engineer will return to the Contractor Product Data sheets without review that are submitted with extraneous information not deleted and/or modified. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

Distribution: Furnish copies of the final Product Data submittal to installers, Subcontractors, Suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

Do not proceed with installation until an applicable copy of an Engineer-approved Product Data submittal is in the installer's possession.

2-6 WORK TO BE DONE.. Delete this SSPWC subsection and replace with subsections 2-6.1 through 2-6.2 as follows:

2-6.1 General.

[PE: Add a brief paragraph describing general Project scope of Work, specify sequence of Work if applicable:]

The Contractor shall furnish all supervision, labor, materials, tools, equipment and incidentals necessary to construct the project: [Project Name] at [Airport] Airport, and other appurtenant work and incidental work, all as indicated on Drawing No.[], Sheets 1 through [] and as specified in the Municipal Code, the Standard Specifications for Public Works Construction, 2006 edition as modified by City of Los Angeles Bureau of Engineering Brown Book, as amended and modified herein, and in the Federal Aviation Administration requirements and the



specifications as noted herein and the other provisions as specified herein-

[Some work may be accomplished during night work hours and will require tight coordination between airfield operations, field inspectors, suppliers, subcontractors and others. Specific phasing requirements are shown on the plans and discussed in Section 11 of these Specifications.]

Specific work tasks include, but are not limited to [Select / Remove / Modify / Add as appropriate to the project]:

- A. Installation and maintaining construction area barricades, barricade lights, signs and flags.
- B. Mobilization and set up of field offices, trailers, [batch plants,] [crushing facilities,] [service roads] and other improvements to the Contractor's staging area.
- C. Demolition and removal of existing [asphalt pavement,] [concrete pavement,] [concrete with asphalt overlay pavements,] [including crushing and blending to satisfy Processed Miscellaneous Base requirements.]
- D. [Demolition, removal, and/or adjustment of miscellaneous drainage structures.]
- E. Demolition, removal and/or relocation of miscellaneous electrical items including signs and lights.
- F. Grading, excavation, fill, scarification and compaction of existing subgrade.
- G. [Construction of Lime-Treated Subgrade.]
- H. Construction of [Crushed Aggregate][Aggregate][Cement-Treated][Econocrete] Base Course, including associated subgrade preparation.
- I. [Construction of jointed Portland Cement Concrete pavement.]
- J. [Construction of Asphalt Concrete pavement – [base course and] surface course - including subgrade preparation, base and/or subbase courses, prime and tack coats. Some areas must be open to taxiing aircraft between work periods.]
- K. [Construction of permanent [and temporary] asphalt shoulder pavement, [erosion control pavement,] [and service roads,] [including aggregate base course,] [PMB base] [or subbase courses,] [cement-treated base course,] and associated subgrade preparation.]



- L. [Construction of miscellaneous storm drain [pipes] [and structures,] including [catch basins,] [and manholes]].
- M. [Modifications to miscellaneous utility [manholes,] [valves,] [access boxes,] etc. to accommodate changing grades.]
- N. Installation of[, and/or modifications to,] various airfield electrical items including [taxiway] [and/or] [runway] [lights,] [signs,] [lighting regulators,] [conduit,] [duct banks,] [pullboxes,] and miscellaneous electrical work.
- O. [Construction and maintenance of an unpaved haul road for the Contractor's use.]
- P. [Installation of[, and/or modifications to,] vault electrical equipment.]
- Q. [Installation and/or relocation of various Navigational Aid systems (NAVAIDS). This work requires a highly specialized and experienced subcontractor.]
- R. [Installation [and/or relocation] of various fiber optic systems. This work requires a highly specialized and experienced subcontractor.]
- S. [Modifications to the Airport Lighting Control System (ALCS). This work requires a highly specialized and experienced subcontractor.]
- T. [Temporary and] [permanent] pavement marking.
- U. Temporary [and permanent] erosion control measures.
- V. [Seeding]
- W. [Other Work - Describe]
- X. Other appurtenant work and incidental work, all as indicated on Drawing No. [], Sheets 1 through [] and as specified in the Municipal Code, the Standard Specifications for Public Works Construction, 2009 edition, as amended and modified herein, and in the Federal Aviation Administration requirements and specifications as noted herein and other provisions as specified herein.

The Work shall include the furnishing of all labor, materials, supervision, tools, equipment, services and incidentals necessary to prescribe and provide for the complete and finished performance of and accomplishment, in every respect, of the entire contemplated Work or improvement indicated by the Contract Documents relating directly to this particular Project; and it shall be understood that the Contractor undertaking the execution of all or any part of such Work or improvement will be required to perform, construct and complete the same in a



thorough, satisfactory, and skillful manner in accordance with the provisions of the Contract Documents.

2-6.2 Site Investigation.

The Contractor shall investigate the Site to ascertain conditions affecting necessary procedure and sequence of Work operations for execution of the Contract, and to ascertain Site conditions, character, quality and quantity of surface and subsurface materials that will be encountered. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Agency assumes no responsibility whatsoever with respect to the Contractor's interpretation of subsurface investigations. There is no guarantee or warranty, either expressed or implied, that conditions indicated in the Contract Documents, are representative of those existing throughout the Work, or any part of it, or that unexpected developments may not occur.

2-6.3 Contractor's Operations and Storage Yard.

Storage of equipment and materials left overnight shall be in the area designated by the Engineer. Areas adjacent to the construction will be made available for temporary use by the Contractor without cost whenever such use will not interfere with other purposes, although the Contractor shall be liable for any damage caused to such premises or areas.

2-7 SUBSURFACE DATA. To this SSPWC subsection add the following:

[PE: If subsurface data is available, add the following; otherwise state that no data is available.]

Certain test borings were made on the Site by [insert name]. [The boring logs are contained on sheets [] through [] of the Contract Drawings.] The said investigations of subsurface conditions were made for the purposes of design studies and the Agency assumes no responsibility whatsoever for the Contractor's interpretation thereof. There is no guarantee or warranty, either expressed or implied, that conditions indicated are representative of those existing throughout the Work, or any part of it, or that unexpected developments may not occur.

Copies of the following reports are available for the Contractor's review and information at the offices of the Los Angeles World Airports, 7301 World Way West, 5th floor, Los Angeles, CA, during normal business hours:

[PE: Insert names of reports here.]

2-8 RIGHT-OF-WAY. This subsection applies as written in the SSPWC.

2-9 SURVEYING.



2-9.1 Permanent Survey Markers. Delete this SSPWC subsection and replace with the following:

[PE: If Contractor will be responsible for survey, add the following. Otherwise keep Greenbook language and edit subtitle and Subsection headings.]

The Contractor shall be responsible for the preservation of survey monuments and bench marks except as noted herein. Where monuments are to be removed or damaged by the Contractor, the Contractor shall notify the Engineer in writing seven (7) Days before starting the Work.

At least two (2) Working Days before the start of construction, the Contractor shall submit acceptable pre-construction survey tie notes to the Engineer's office. These survey tie notes will be for all survey markers or bench marks that may be lost or disturbed due to construction. Lost or disturbed monuments shall be replaced at the Contractor's expense by a California licensed Land Surveyor or registered Civil Engineer authorized to practice land surveying. Post construction survey monument ties acceptable to the Engineer shall be submitted to the Engineer before the completion of the Work (see "Monuments," Section 8771, Land Surveyors Act, Division 3, Chapter 15 of the Business and Professions Code).

Survey provided by the Contractor shall be certified and stamped by a licensed surveyor in the state of California.

2-9.2 Survey Services by Contractor. Delete this SSPWC subsection and replace with the following:

Unless otherwise specified, the Contractor will perform and be responsible for the accuracy of surveying necessary to adequately construct the Project per the Contract Documents. All Work under this Section shall be accomplished by or under the direct supervision of a Surveyor with a current California land surveyor license or a registered Civil Engineer authorized to practice land surveying in the State of California.

The Surveyor shall be approved by LAWA and shall be on site whenever surveying activities are occurring. Within 5 days of Notice of Award, the resume and qualifications of the proposed Surveyor shall be submitted for review and approval. The Contractor shall not subcontract with a Surveyor until this approval is received.

The Contractor shall provide all reference stakes and form checks necessary for construction and inspection of the Work. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. All construction staking shall be documented in survey field notes, which shall be made available to the Engineer and Inspector upon request. Except as otherwise specified, stakes shall be set and stationed by the Contractor as follows:

- 1) For items that include, but are not limited to, curbs, headers, sewers, storm drain Site structures, pavement finish grades, and rough grade with corresponding cut or fill to finished grade (or flow line) indicated on a grade sheet.



- 2) At a distance according to the City of Los Angeles, Bureau of Engineering, Standard Intervals for Construction, Part J, Survey (Please see Appendix []).
- 3) A reference or grade stake for each grade change or angle point on the Plan, Standard Plan, and shop drawing, in addition to the normal staking interval stipulated herein.
- 4) For all utilities, public or private, that require location or relocation.
- 5) Contractor shall provide copies of survey notes to be included in the QC daily reports as specified in Section 12 of these specifications.

The Contractor shall establish the building baseline, building corners, and an elevation benchmark for building construction. The Contractor's Surveyor shall lay out the building construction and all Work, set grades, lines, levels and positions throughout, including the inverts or lines and grades for underground piping and conduits, and measure and monitor the actual lines, grades, elevations, and measurements of constructed Work for the purposes of determining any construction errors or deficiencies and for the record drawings. Before starting the Work, the Contractor and Surveyor shall locate general reference points, establish monuments, and take such action as is necessary to prevent their destruction; then lay out all the required lines, elevations, and measurements. The Contractor shall verify figures and dimensions shown on the plans and shall accept all responsibility for any error resulting from failure to so verify.

See Section 18, Location of Underground Utilities, for requirements relative to potholing and determining location of utilities.

The Contractor's Surveyor shall perform and/or supervise all surveying Work required by this Contract including the setting of grade stakes. The Contractor's Surveyor shall be on-Site and available during the Contractor's working hours to complete all necessary surveying Work, including setting of stakes as well as monitoring actual construction for the purpose of determining grades, soil quantities, keeping As-Built Construction Plans and ensuring there are no construction errors. The Contractor's Surveyor shall survey the elevation and alignment of all PCC forms prior to the placement of concrete. The Engineer or Inspector may, at his/her discretion, direct the Contractor to perform additional survey Work as he/she deems necessary to verify accuracy of construction Work. Any delay due to the unavailability of the Surveyor to perform Work as requested shall be the sole responsibility of the Contractor.

At least fourteen (14) days prior to the start of each phase of the Work, the Contractor shall survey all the existing joint elevations for said phase. There may be some discrepancy between the existing joint elevations and those shown on the Plans. Any discrepancy between elevations shown on the Plans and the field elevations noted by the Contractor shall be brought to the attention of the Engineer immediately. If necessary, the Engineer will modify the grading plans. Survey of elevation of base materials under proposed pavement joints and finished grade elevations of pavement joints shall be provided to the engineer to verify contract compliance.

If no pay item is provided in the Contract for survey Work, full compensation for such work



shall be considered as included in the prices bid for other items of Work. No time extension or extra payment will be made if revisions to the grading plans are required.

Surveying as necessary for setting out, checking, determining quantities and control of the Work shall be considered incidental to other items of Work and will not be measured for payment. The Contractor may be required to furnish additional survey Work, such as profiles, restakes, and Change Orders at the request of the Engineer or Inspector. The Contractor shall keep complete survey notes. Copies of these notes and corresponding grade sheets shall be made available to the Inspector and/or the Engineer daily. Upon completion of the Project, the original survey notes shall become the property of LAWA and shall be delivered to the Engineer along with the As-Built Construction Plans. A copy of the horizontal and vertical controls that were established shall be provided to the Engineer.

A licensed surveyor shall be on site whenever surveying activities are occurring.

2-9.3 Private Engineers or Land Surveyors. Delete this SSPWC subsection and replace with the following:

Surveying shall be performed by a California licensed Land Surveyor or registered Civil Engineer authorized to practice land surveying in California. Surveying Work shall conform to the quality and practice required by the Engineer.

2-9.4 Line and Grade. To this SSPWC subsection add the following:

Unless otherwise specified, stakes will be set and stationed for any structures or construction items indicated in the Contract Documents and a corresponding cut-or-fill to the referenced point indicated on a grade sheet.

2-10 AUTHORITY OF THE BOARD AND ENGINEER. To this SSPWC subsection add the following:

The Executive Director is authorized to approve necessary changes in plans up to \$100,000 in cost, and to initiate changes in plans or the scope of the Work above \$100,000, for submission to the Board for final action.

The Engineer is authorized to enforce compliance with the Contract Documents, to determine the acceptability of materials and quality of Work, to administer requirements with respect to subcontracts, to approve accredited testing laboratories and to prepare and process progress payment estimates.

2-11 INSPECTION. Delete this SSPWC subsection and replace with the following:

The Engineer is authorized to enforce compliance with the Contract Documents, to determine the acceptability of materials and the quality of Work. The Engineer is authorized to sample and test



all materials to be incorporated into the Work. The Engineer may delegate the authority to sample materials for construction and request the Los Angeles Department of General Services, Standards Laboratory, or an approved private testing laboratory to perform any necessary tests.

The Work shall be conducted under the general observation of the Engineer and shall be subject to inspection by the Inspector to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, and shop or field inspection, as required. The Engineer shall be permitted access to all parts of the Work, including plants where materials or items are manufactured or fabricated. All materials and fabricated items furnished by the Contractor shall be subject to inspection in accordance with Subsection 4-1, and no materials or fabricated items shall be used in the Work until they have been inspected and accepted by the Engineer.

No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until it has been inspected by the Engineer, and other Agencies for which a permit is required. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, the Contractor shall notify the Engineer not less than forty-eight (48) hours in advance to request inspection before beginning any such Work. Failure of the Contractor to notify the Engineer at least forty-eight (48) hours in advance of any such inspections shall be cause for the Engineer to require a sufficient delay in the progress of Work to allow time for such inspections and any remedial or corrective Work required. All costs of such delays, including its effect upon other portions of the Work, shall be borne by the Contractor. Any Work so covered in the absence of inspection shall be subject to uncovering at the sole expense of the Contractor.

Where Work that was done without inspection cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed therefor.

Whenever the Contractor intends to carry on the work of this Contract on a Sunday, or holiday, or more than the specified daytime shift on Monday through Saturday, or any variation in the time of the workday as set forth in these Specifications, length of the workday and work week, notification shall be given to the Engineer of such intention at least 48 hours in advance so that inspection may be arranged. Inspection costs during these times shall be paid by the Contractor at a rate equal to the Engineers actual hourly salary times a 2.75 benefit multiplier. No work shall be allowed during these times without inspection and the prior approval of the Engineer.

Whenever the Contractor schedules work which requires City personnel to be present for testing, inspection or other similar work, and the Contractor fails to have the work performed, the Contractor shall be liable for all City personnel costs.

Scheduling, coordination, and cost of all Building and Safety inspections shall be the responsibility of the Contractor and shall occur between the hours of 7:00 a.m. and 3:00 p.m. In the event the Contractor schedules off hours inspections, the Contractor will also be responsible



for the additional premium charges.

The presence of the Engineer or the Inspector shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and any act or omission on the part of the Engineer or the Inspector shall not avoid said duty. If the Contractor fails to replace any defective or damaged Work or material after reasonable notice, the Engineer may cause such Work or materials to be replaced. The replacement shall be deducted from the amount to be paid to the Contractor; otherwise the Contractor shall pay the Agency if there remains an insufficient amount or no amount to be paid by the Agency to the Contractor.

The Engineer shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the Site. If the Engineer or the Inspector, through an oversight or otherwise, has not rejected materials or Work which is defective or which is contrary to the Contract Documents, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the Engineer upon discovery. The Contractor shall promptly remove rejected articles or materials from the Site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

At the completion of Work, after completion of all corrections, the Inspector, the Engineer, and the Contractor will make a final inspection, as applicable. The Engineer will provide a Final Inspection Correction List itemizing all Work necessary to complete the Project satisfactorily.

In case of a dispute between the Contractor and the Engineer, the latter is authorized to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Engineer.

General inspection by LAWA personnel will be provided at no additional cost to the Contractor, except as specified elsewhere in the Contract Documents.

2-12 MATERIAL AND EQUIPMENT SUBSTITUTIONS. To the SSPWC add subsection 2-12 as follows:

Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered "substitutions." All such Substitutions shall be submitted to the Engineer no later than fifteen (15) Days after the Notice to Proceed. The Contractor shall bear all consequences for substitutions including re-phasing, cost, time delay, samples, approvals, etc.



The Contractor's Substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements

- 1) Extensive revisions to Contract Documents are not required.
- 2) Proposed changes are in keeping with the general intent of Contract Documents.
- 3) The request is timely, fully documented and properly submitted.
- 4) The request is directly related to an "or Equal" clause or similar language in the Contract Documents.
- 5) The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
- 6) The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested Substitution can be approved.
- 7) A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities The Engineer may be required to bear. Additional responsibilities for the Engineer may include additional compensation to the City for redesign and evaluation services, increased cost of other construction by the City or separate Contractors, and similar considerations.
- 8) The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the Substitution will overcome the incompatibility.
- 9) The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed Substitution can be coordinated.
- 10) The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed Substitution provides the required warranty.

The Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data or samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for Substitution, nor does it constitute approval. Substitutions will not be considered for acceptance when:

- 1) They are indicated or implied on submittals without a formal request from the Contractor.
- 2) They are requested directly by a Subcontractor or supplier.
- 3) Acceptance will require substantial revision of the Contract Documents.

Substitute products shall not be ordered without written acceptance of the Substitution by the Engineer.



Contractors Representation: Requests for "or equal" Substitutions constitute a representation that the Contractor:

- 1) Has investigated proposed Substitution and determined it meets or exceeds, in all respects, the requirements of the Construction Documents.
- 2) Will provide same warranty for Substitution as for specified product.
- 3) Will coordinate installation and make other changes which may be required for Work to be complete in all respects.
- 4) Waives Claims for additional costs and time impacts which subsequently become apparent.

2-13 PROGRESS PHOTOGRAPHS. To the SSPWC add subsection 2-13 as follows:

Prior to the start of any construction Work, photographs shall be taken in sufficient number and as directed by the Engineer to show the existing conditions on and adjacent to the Site. The Contractor shall be required to take [six (6)] [ten (10)] progress photographs for each two-week period until the Work is completed. The photographs shall be taken from points designated by the Engineer. The Contractor, at its expense, shall furnish the Engineer with the negative and three (3) color glossy prints for each negative, and deliver them to the Engineer within one week of being taken. The prints shall be eight and one half (8 ½) by eleven (11) inches, mounted on muslin or double weight glossy paper, allowing an inch flap on the wide end for binding. On the back of each print, permanently mark the job name, address, date, description of Work photographed, location from which taken identified on a key plan, direction in which the camera was pointed and the Contractor's name. Negatives shall become the property of the Engineer.

2-14 PROJECT MEETINGS. To the SSPWC add subsection 2-14 as follows:

2-14.1 General. This Subsection specifies administrative and procedural requirements for Project meetings including but not limited to:

- 1) Pre-Scheduling Conference.
- 2) Pre-Construction Conference.
- 3) Coordination Meetings.
- 4) Daily Meetings.
- 5) Weekly Progress Meetings
- 6) Weekly Schedule Meetings.
- 7) Pre-installation Conferences.

2-14.2 Pre-Construction Conference.

Within twenty (20) Days after the Award of Contract or at least seven (7) Days prior to Notice to Proceed, the Engineer will schedule a Pre-Construction conference.

Attendees: The Engineer and its Construction Manager and/or Design Consultants, the Contractor and its Project Manager, Superintendent, major Subcontractors, and other concerned



parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- 1) Tentative demolition Work schedule.
- 2) Critical Work sequencing.
- 3) Designation of responsible personnel.
- 4) Procedures for processing decisions and Change Orders.
- 5) Procedures for processing Applications for Payment.
- 6) Distribution of Contract Documents.
- 7) Submittal of Shop Drawings, Product Data and Samples.
- 8) Preparation of Record Drawings.
- 9) Coordination with other contracts/personnel.
- 10) Office, Work, and storage areas.
- 11) Equipment deliveries and priorities.
- 12) Safety procedures.
- 13) Security.
- 14) Housekeeping.
- 15) Working hours.

2-14.3 Coordination Meetings

Supplement progress meetings and preinstallation meetings with coordination meetings as required to ensure careful coordination of various activities involved.

Request representation at each meeting by every party currently involved in coordination or planning for construction activities involved.

Meeting results will be distributed to everyone in attendance and to others affected by decisions or actions resulting from each meeting by the Engineer.

2-14.4 Progress Meetings.

The Engineer will schedule and administer weekly progress meetings. Progress meetings shall be at the job Site in office space provided by the Contractor. Minutes of each meeting will be distributed to those in attendance by the Engineer to those in attendance.

Attendees: In addition to the Engineer and its Construction Manager and/or Design Consultants, the Contractor shall attend with applicable Subcontractors, or other entity concerned with current progress or involved in planning, coordination or performance of future activities, familiar with the Project and authorized to conclude matters relating to progress.



Agenda: Agenda items include reviewing, correcting or approving minutes of the previous progress meeting and reviewing other items of significance that could affect progress. Include topics for discussions as appropriate to the current status of the Project such as:

- 1) Contractor's Construction Schedule: The Contractor shall prepare a two week look-ahead schedule to be distributed at each weekly progress meeting. This schedule shall show all items of Work to be performed in the two (2) weeks following the meeting and the work performed in the one week prior to the meeting. Include schedule activity numbers in the two-week look-ahead schedule. During the weekly progress meeting, review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead of or behind schedule. Determine how Work behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- 2) Review the present and future needs of each entity present, including such items as:
 - a) Interface requirements.
 - b) Time.
 - c) Sequences.
 - d) Hazardous Materials.
 - e) Access
 - f) Site utilization.
 - g) Temporary facilities and services.
 - h) Hours of Work.
 - i) Hazards and risks.
 - j) Housekeeping.
 - k) Quality and Work standards.
 - l) Change Orders.
 - m) Documentation of information for payment requests.
- 3) Project Costs: Budget, commitment and progress payments.
- 4) Project Record File additions (Change Orders, meeting minutes, etc.).
- 5) Payment Requests.

[2-14.5 Preinstallation Conferences

Conduct preinstallation conference at Project Site before each construction activity that requires coordination with other construction.

Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by installation, and its coordination or integration with other materials and installations that have preceded or will follow. Advise Engineer of scheduled meeting dates.



- 1) Review progress of other construction activities and preparations for particular activity under consideration at each preinstallation conference, including, but not limited to, requirements for following, as applicable:
 - a) Contract Documents.
 - b) Installation Options.
 - c) Related Change Orders.
 - d) Purchases.
 - e) Deliveries.
 - f) Shop Drawings, Product Data, and quality-control samples.
 - g) Review of mockups.
 - h) Possible conflicts.
 - i) Compatibility problems.
 - j) Time schedules.
 - k) Weather limitations.
 - l) Manufacturer's recommendations.
 - m) Warranty requirements.
 - n) Compatibility of materials.
 - o) Acceptability of substrates.
 - p) Temporary facilities.
 - q) Space and access limitations.
 - r) Governing regulations.
 - s) Safety.
 - t) Inspecting and testing requirements.
 - u) Required performance results.
 - v) Recording requirements.
 - w) Protection.
- 2) Minutes of meeting will be distributed to those in attendance and other interested parties by Engineer.
- 3) Do not proceed with installation if conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene conference at earliest feasible date.]

2-15 TECHNICAL MANUALS. *To the SSPWC add subsection 2-15 as follows:*

Before final payment, the Contractor shall prepare and deliver to the Engineer, four (4) copies of operations and maintenance manuals. The manuals shall contain, but not be limited to, installation, instruction, start-up and shut-down procedures, operating and maintenance procedures, illustrations, drawings, tests, adjustments, safety precautions, and parts lists for all machinery apparatus and equipment. The manual shall also contain "AS BUILT" electrical schematics on all equipment and control circuitry.

The manuals shall be approved and stamped by the respective Subcontractors.



The manual shall be bound in a three-ring, loose-leaf binder with maintenance manual letters on the front cover. No sheets larger than eight and one-half (8 ½) by eleven (11) inches should be used. If larger sheets are required for clarification, they shall be folded to this size and used as a pullout.

2-16 NOTICES AND CORRESPONDENCE. To the SSPWC add subsection 2-16 as follows:

During the term of the contract, all correspondence, requests for information and approvals, and payment requirements related to this Project shall be addressed to:

Chief Airports Engineer
7301 World Way West, 5th Floor
Los Angeles, California 90045

Unless otherwise approved by the Engineer, all communications from the Engineer will be sent to the Contractor's field office at the Site. The Contractor will make arrangements for U.S. Postal Service delivery at his/her field office.

2-17 SECURITY SERVICES To the SSPWC add subsection 2-17 as follows:

During the term of the contract, the Contractor shall provide all services required by the plans, or as described in the specifications, to ensure airport security, in accordance with FAA, and LAWA regulations, as it relates to the Contractor's operations.

2-18 COMPENSATION

Full compensation for complying with the requirements of this Section, except as noted in the bid items listed below, shall be considered as included in Contractor's Bid and no additional compensation will be allowed.

Payment will be made under:

- Item 2.1 Maintain and Deliver Record Drawingsper lump sum
- Item 2.2 Survey Services.....per lump sum
- Item 2.3 Security Services.....per lump sum

END OF SECTION 2

<Project Name>



Special Provisions ____% Submittal
Date

THIS PAGE INTENTIONALLY BLANK

<LOGO>

Scope And Control Of The Work

Page 2-26



SECTION 3 - CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. To this SSPWC subsection add the following:

All changes and Substitutions shall be requested in writing by the Contractor to the Engineer. The request shall include an itemized cost proposal indicating a reduction in cost and time to the Contract or no additional cost and no additional time, including all appropriate backup. If such change is approved by the Engineer, the Contractor shall accept full responsibility for cost and time impacts affected by the change.

3-1.2 Payment for Changes Requested by the Contractor. This subsection applies as written in the SSPWC.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. To this SSPWC subsection add the following:

[Unless the Contractor is directed to perform work on a Time and Materials basis, within] [Within] fourteen (14) Days of written notification by the Agency of a request for quotation, the Contractor shall provide the Engineer a detailed cost proposal for the purpose of evaluating proposed prices for changes to Plans, Specifications, character of the Work, or quantity of the Work as specified by Subsection 3-3.2.2 and elsewhere in the Contract Documents. The cost proposal shall be in such a form and have sufficient details as to clearly indicate separate cost breakdowns for labor by craft, materials by item, supervision, tools, equipment rental, other items and expenditures, markup and bond. If the proposed change will cause an impact to the critical path of the Project, the proposal must include a detailed Time Impact Analysis per Section 19 of this document.

It is the intent of the Agency to settle each Change Order full and final at the time the Change Order is issued. Therefore the following paragraph will be incorporated in writing on all Change Orders:

“The undersigned hereby proposes and agrees to furnish any and all labor, material and Equipment, including all overhead and profit, in strict accordance with the requirements of the original Contract Documents except as specifically above noted otherwise, required in Connection with the above proposed changes, for the sum stated above. By signing the Change Order, the Contractor acknowledges and agrees, on behalf of itself, all Subcontractors and All Suppliers, that the stipulated compensation constitutes payment in full for all work contained in the Change Order, plus all payment for the interruption of schedules, extended overhead costs, Delay, all impacts, and ripple effect of cumulative impact on all other work under this Contract. The signing of the Change



Order indicates that the Change Order constitutes the Compensation (time and/or cost) set forth in the Change Order and comprises the total Compensation due the Contractor, all Subcontractors, and all Suppliers, for the work or change Defined in the Change Order, including impact on unchanged work. It is further understood and agreed that payment under this Change Order constitutes a full mutual accord and Satisfaction for the change, and that payment of the Change Order constitutes the total Equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers, as a result of the changes. The Contractor, on behalf of the Contractor, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claims related to this Change Order. No further claims or requests for Equitable adjustment of any type shall arise out of or as a result of this Change Order or the Impact of this Change Order on the remainder of the work under the Contract. The Contractor further agrees to fully defend, indemnify and hold the Agency and its agents, employees and assigns harmless, to the fullest extent permitted by law, from any and all Claims, lawsuits, requests for equitable adjustments, damages, attorney's fees and/or other costs raised by Subcontractors or Suppliers, at any tier, as a result of the work under this Contract. The Contractor, on behalf of itself, the Contractor, all subcontractors, and all Suppliers, expressly waives the benefits of the Provisions of Section 1542 of the Civil Code, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." The Owner and the Contractor hereby agree that this Change Order Constitutes full mutual accord and satisfaction for all time, all costs, related directly to This Change Order. However, by entering into this Change Order, the parties do not intend to alter, amend, or affect in any way, the warranty and indemnification provisions contained in the prime contract or any amendments thereto. Further, this Change Order does not, in any way, release the Contractor, its subcontractors and/or any and all Suppliers from their respective legal liability, of any kind, to the Owner for their respective work, activity or participation under this Contract."

The Engineer's request for quotation shall not be considered authorization to proceed with the changed Work prior to the issuance of a formal Change Order unless directed otherwise in writing by the Engineer. Such request shall not constitute justification for a delay to the existing Work or a time extension under the Contract.

3-2.2 Payment.

3-2.2.1 Contract Unit Prices. This subsection applies as written in the SSPWC.

3-2.2.2 Stipulated Unit Prices. This subsection applies as written in the SSPWC.

3-2.2.3 Agreed Prices. After the first sentence in this SSPWC subsection add the following:



Agreed prices shall be established prior to commencement of the Work, unless otherwise approved by the Engineer.

3-3 EXTRA WORK.

3-3.1 General. *This subsection applies as written in the SSPWC.*

3-3.2 Payment.

3-3.2.1 General. *This subsection applies as written in the SSPWC.*

3-3.2.2 Basis For Establishing Costs. *This subsection applies as written in the SSPWC.*

3-3.2.3 Markup. *Delete this SSPWC subsection and replace with the following:*

The markups specified in Parts (a) and (b) below shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the "extra Work," including the cost of any tools, equipment, and supervisors/superintendents which they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used to physically construct the "extra Work." Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of "extra Work" done.

1) **Work by Contractor.** The following percentages shall be added to the Contractor's costs as determined under Subsection 3-3.2.2 and shall constitute the markup for all overhead and profits:

- (1) Labor..... 20
- (2) Materials..... 15
- (3) Equipment Rental..... 15
- (4) Other Items and Expenditures ... 15

To the sum of the costs and markups provided for in this Subsection, one percent (1%) shall be added as compensation to the Prime Contractor for bonding.

The following percentages shall be applied to all deductive Change Orders in the Contractor's Work and shall constitute the markup for all deductive Change Orders:

- (1) Labor..... 10
- (2) Materials..... 7.5
- (3) Equipment Rental..... 7.5
- (4) Other Items and Expenditures ... 7.5

(b) **Work by Subcontractor.** When all or any part of the "extra Work" is performed by a Subcontractor, of any tier, the markup established in Subsection 3-3.2.3 (a) shall be applied to the net amount of the Subcontractor's actual cost of each additive Change



Order, to which a markup of ten percent (10%) on the first two thousand (\$2,000) of the subcontracted portion of the "extra Work" and a markup of five percent (5%) on Work added in excess of two thousand (\$2,000) of the subcontracted portion of the "extra Work" performed by that Subcontractor may be added by the Contractor. Regardless of the number of hierarchical tiers of Subcontractors, the markup on Subcontractor's costs may only be applied once for each Change Order.

[PE: For Projects greater than Twenty-Five (25) Million, you may want to use the alternative language outlined below for the Change Order Project, replacing 3-3.1 through 3-3.2.3 above.]

[3-3.1 General. To this SSPWC subsection add the following:

Subject to all charter limitations, including those on competitive bidding, the Engineer may, at any time during the progress of the work, order alterations in, additions to, deviations or omissions from the Work contemplated by the original Contract Documents

No extra work shall be performed or change be made unless in pursuance of a written order from the Engineer stating that the "extra Work" or change is authorized and no claim for an addition to the Contract amount shall be valid unless the "extra Work" or change is so ordered. Each change will be identified by a Change Order Request Number.

If any change involves an increase or decrease in the cost of the Contractor's Work, the Change Order shall state the amount to be added to or deducted from the Contract amount, and shall also state the additional time, if any, needed for the performance of the Work.

Any change to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the Owner, except that when, in the opinion of the Engineer, such basis is not feasible, the change to the Contract amount shall be determined upon a cost-plus-percentage basis.

Each lump sum quotation from the Contractor shall be accompanied by sufficient detailed estimates to permit verification of the total.

When the Work is to be done on a cost-plus-percentage basis, the Contractor shall submit daily statements to the Engineer showing all labor, materials, and equipment costs incurred, and upon completion of the Work, a summary statement of costs including the appropriate percentage addition shown below.

Estimates for lump sum quotations and accounting for cost-plus-percentage Work shall be limited to direct expenditure necessitated specifically by the subject "extra Work," and shall be segregated as follows:

- 1) Direct labor (including the itemized time of the Job Superintendent spent solely on the Work of the Change Order) and materials for both temporary and permanent Work with proper allowance for salvage of temporary Work, and including direct engineering expenses.
- 2) Equipment rental or use allowance.



- 3) Subcontractor's and Sub-Subcontractor's costs, including their overhead and profit.
- 4) Social Security and unemployment taxes and other payroll surcharges.

3-3.2 Payment.

3-3.2.1 General. *This subsection applies as written in the SSPWC.*

3-3.2.2 Basis For Establishing Costs. *This subsection applies as written in the SSPWC.*

3-3.2.3 Markup. *Delete this SSPWC subsection and replace with the following:*

Any change in the Work involving both extras and credits shall show a net total cost, including Subcontracts. Allowances for overhead and profit, as specified herein below, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

- (a) **Work by Contractor.** In addition to the direct cost specified above, the Contractor will be paid a lump sum for his/her overhead, profit, salaries, and field office expense, and supervision not applied solely to the Work of the Change Order and bond. Such lump sum shall conform to the following schedule of percentages of the total amount of the said direct expenditures:

<u>Direct Expenditures</u>	<u>Percentage Addition</u>
Under \$1,000	20%
\$1,000 to \$20,000	16%
\$20,000 to \$100,000	12%
\$100,000 to \$500,000	10%
\$500,000 to \$1,000,000	8%
\$1,000,000 and greater	6%

- (b) **Work by Subcontractor.** Subcontractors and Sub-Subcontractors will be allowed the following percentages for overhead (including bonds) and profit, respectively, on the amount of their direct expenditures:

<u>Direct Expenditures on Change Orders</u>	<u>% for Lump Sum Addition</u>
Under \$1,000	15% for Overhead; 10% for Profit
\$1,000 to \$20,000	13.5% for Overhead; 8% for Profit
\$20,000 to \$100,000	12% for Overhead; 6% for Profit
\$100,000 to \$500,000	10% for Overhead; 4% for Profit
\$500,000 to \$1,000,000	8% for Overhead; 3% for Profit
\$1,000,000 and greater	6% for Overhead; 2% for Profit



For work performed by a Sub-Subcontractor, the Subcontractor may add six (6) percent of the Sub-Subcontractor's total for its overhead and profit.

The basis for determining the cost for Sub-Subcontractors shall be the same as for Subcontractors, and no increase shall be allowed, regardless of the number of layers of Subcontractors involved.

For added or omitted work by Subcontractors, the Contractor shall furnish to the Engineer the Subcontractor's detailed estimate of the cost for labor, material, and equipment, including the markup by the Subcontractor for overhead and profit. Such estimate of cost shall be signed by the Contractor. The same requirement shall apply to any Sub-Subcontractor.

- (c) **Work by Vendor/Supplier.** For added or omitted Work furnished by a vendor or supplier, the Contractor shall furnish to the Engineer a detailed estimate or quotation of the cost to the Contractor for such Work, signed by the vendor or supplier.]

3-3.3 Daily Reports by Contractor. To the SSPWC subsection add the following as the first sentence:

The Contractor shall notify the Engineer and the Inspector at the beginning of each day when "extra Work" is in progress. All daily reports shall be signed by the Engineer for all disputed and Extra Work at the end of each work shift.

3-3.4 Unilateral Change Order. To the SSPWC add subsection 3-3.4 as follows:

In case of failure on the part of the Engineer and the Contractor to arrive at an agreement on the amount of credit or extra cost for a proposed change to the Contract Documents, a Unilateral Change Order will be processed in the amount believed by the Engineer to be reasonable, and the Contractor shall proceed with the Work. If the Contractor believes that the amount set forth in the Unilateral Change Order is not a reasonable payment for the Work required, the Contractor may file a Claim and request for review.

The Contractor shall submit all supporting documentation of costs associated with a Unilateral Change Order within fifteen (15) Days of completing Work on the said change.

3-4 CHANGED CONDITIONS. This subsection applies as written in the SSPWC.

3-5 DISPUTED WORK. To this SSPWC subsection add the following:

The Contractor shall submit all supporting documentation of cost associated with a disputed Work within fourteen (14) Days of completing said Work.

<Project Name>



Special Provisions ____% *Submittal
Date*

For all Claims for additional compensation, the Contractor shall certify, under penalty of perjury, that the Claim has been thoroughly prepared and has merit to its full value.

END OF SECTION 3

<Project Name>



Special Provisions ___% Submittal
Date

THIS PAGE INTENTIONALLY BLANK

<LOGO>

Changes in Work

Page 3-8



SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. To this SSPWC subsection add the following:

Work that has been rejected by the Engineer or Inspector shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no added compensation will be allowed for such removal, replacement, or remedial Work. Work done beyond the areas indicated or established by the Engineer, or any "extra Work" done without written authority will be considered as unauthorized Work. Work shall be remedied, removed or replaced at the Contractor's expense. Upon failure of the Contractor to comply with an order under this Subsection, the Engineer will cause rejected or unauthorized work to be remedied, removed, or replaced, and the cost of the Work shall be deducted from any moneys due or to become due to the Contractor.

If the Contractor shall join Work with that of any other Contractor, or with any Work in place, and if such joint is not made in a skillful manner, or is not otherwise in conformity with provisions of the Contract, then such joint or Work shall be deemed and construed to be faulty workmanship and such materials shall be deemed and construed to be defective materials.

Except as set forth in this Subsection, all non-conforming Work and materials, in place or not, shall be removed immediately from the Site or corrected to conform to all requirements of the Contract Documents, by the Contractor, at the sole expense of the Contractor. If the Contractor fails to remove, replace, or correct any non-conforming Work or materials within seventy-two (72) hours of discovery, the Engineer may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Contractor and all such cost shall be deducted from any moneys that are due or may become due to the Contractor. Otherwise the Contractor shall pay the Agency if there remains an insufficient amount or no amount to be paid by the Agency to the Contractor.

Failure of the Inspector or the Engineer to notify the Contractor of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Contractor's obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the warranty period specified in the Contract Documents. The Agency reserves and retains all rights and remedies at law against the Contractor and their Surety for correction of any and all latent defects discovered after the warranty period.

Any delays or impacts arising on the Work as a result of construction or delivery of non-conforming Work or materials shall be at the Contractor's sole expense, regardless of whether the Work ultimately becomes the subject of a Change Order, and no time extension shall be allowed to the Contractor.



Workers and installers shall be skilled, trained and experienced in the necessary crafts and shall be completely familiar with the specific requirements and methods needed for proper performance and completion of the Work.

Fabricators shall be licensed by the City of Los Angeles. All welding shall be performed by welders certified and licensed by the City of Los Angeles, Department of Building and Safety.

No product containing asbestos shall be used for any purpose. When removing asbestos products, the Contractor shall comply with the requirements of Title 8, CCR, General Industry Safety Orders and Construction Safety Orders.

All references to specifications of national organizations and trade associations related to building industry such as, but not limited to, American Society for Testing and Materials, American Institute of Steel Construction, American Concrete Institute, Prestressed Concrete Institute, Post-Tensioning Institute, and the National Board of Fire Underwriters. Refer to the latest revision of such specifications except as otherwise noted.

4-1.2 Protection of Work and Materials. To this SSPWC subsection add the following:

- 1) **Access to Work and Materials.** The Contractor shall provide access at any time to the Work and materials wherever same are stored, being fabricated, erected or installed, when requested to do so by a representative of the Agency or other regulatory subdivisions having jurisdiction.
- 2) **Facilities and Labor.** The Contractor shall provide sufficient, safe, and proper facilities and labor necessary to move, take and prepare samples for testing of materials, and shall move same for purposes of additional testing when ordered to do so by any of the Agency's representatives.

4-1.3 Inspection Requirements.

4-1.3.1 General. To this SSPWC subsection add the following:

All materials and fabricated articles furnished by the Contractor are subject to inspection at their source, and no materials or fabricated articles shall be used in the Work until they have been inspected and accepted by the Materials Control Inspector. The Materials Control Inspector shall be permitted access to all parts of the Work, including shops where materials and fabricated articles are manufactured or fabricated.

All materials and fabricated items shall be manufactured or fabricated from Shop Drawings that have been approved by the Engineer. The Contractor shall ensure that legible copies of the approved submittals, shop drawings, approved mix designs, and/or the corresponding Contract Specifications are provided to its fabricators or suppliers, and that said documents are available to the Materials Control Inspector or Independent Inspection and/or Testing Laboratory (IITL)



during the inspection.

Any material or fabricated item which requires shop inspection and arrives at the Site without inspection by the Materials Control Inspector or IITL, will be subject to rejection by the Engineer and may be required to be removed from the Site by the Contractor at the Contractor's sole expense.

Prior to shipment of any material or fabricated item, final inspection shall be performed by the Materials Control Inspector or IITL. Said inspection shall consist of a final visual inspection, identification, and tagging and/or stamping for release to the Project Site. Items received at the Site without the proper identification may be rejected and required to be removed from the Site.

Without waiving any specific requirement of the Contract Documents, Appendix [] lists examples of equipment and/or material that are subject to shop inspection. This list may not be all inclusive.

4-1.3.2 Inspection of Materials Not Locally Produced. *Delete this SSPWC subsection and replace with the following:*

When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than fifty (50) miles from the Project work Site, an Independent Inspection and/or Testing Laboratory (IITL), approved by the Engineer, shall be engaged by the Contractor, at its expense, to inspect and/or test the materials, equipment, or process. This approval shall be obtained before manufacturing or fabricating any material or equipment. The approved inspector or laboratory shall forward all required reports to the Engineer.

The Agency retains the right to perform inspection or testing at such remote sites with Agency personnel. If the Agency exercises this right, the Contractor will be required to pay for all costs associated with this inspection and testing, except the Inspector's wages.

Independent Inspection and/or Testing Laboratory (IITL) Procedures:

- 1) The Contractor shall submit a request in writing to the Engineer for approval of each IITL at least thirty (30) Days prior to the anticipated start of fabrication. The request shall include the following information:
 - a) Complete title of the Project.
 - b) Name of proposed testing laboratory or inspection agency. [Note: Certification and/or licensing, issued by the City of Los Angeles, Department of Building & Safety, may be required for some projects.]
 - c) Address and telephone number of proposed testing laboratory or inspection agency.
 - d) Contact person at proposed testing laboratory or inspection agency.
 - e) Description and history of the proposed testing laboratory or inspection agency.
 - f) Resume of the inspectors who will perform inspection (minimum of two



- inspectors, one primary and one alternate, will be required).
- g) Approved submittal number(s) and brief description of item(s) to be inspected or tested or both.
 - h) Shop Name, contact person, address, and telephone number of shop where item(s) or material will be manufactured or fabricated.
 - i) Fabrication/manufacturing schedule.
- 2) The Contractor will be notified in writing of the approval by the Engineer of the IITL within fourteen (14) Days of the start of fabrication.
 - 3) Once the Contractor has received approval of the IITL, the Contractor shall contact LAWA Materials Control at (310) 646-3232 to schedule a pre-fabrication meeting. At a minimum, representatives from the following shall be present at the meeting: Contractor, Subcontractor (if applicable), manufacturer, the IITL, and LAWA Inspection. Items to be discussed will include required inspections, tests, and reports, as based on the approved applicable Submittals and in accordance with the Contract Documents.
 - 4) The Contractor shall provide approved Shop Drawings and the applicable Contract Specifications to the IITL for use in the inspection and testing of the items to be fabricated or manufactured.
 - 5) The IITL shall judge the materials and fabricated articles by the requirements of the Plans and Specifications and approved submittals. The IITL shall forward all required reports to the Materials Control Inspector for review and approval. No materials or equipment shall be shipped nor shall any processing, fabrication and/or treatment of such materials be done without the required inspection by the IITL and approval by the Materials Control Inspector.
 - 6) An approved testing laboratory/inspection agency shall not sublet or assign its work to any other agency and shall take direction from and be responsible to the Inspector. The work and activities of the third party testing laboratory/inspection agency shall be subject to examination and inspection by the Inspector to ensure strict compliance with the Contract Documents.

Approval of an IITL shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-1.3.3 Inspection by the Agency. *This subsection applies as written in the SSPWC.*

4-1.3.4 Third Party Inspection Requirements. *To the SSPWC add subsection 4-1.3.4 as follows:*

The Contractor shall obtain written approval from the Engineer for proposed use of third party inspectors or testing agency before the start of production of materials or fabrication of any product or equipment. The Contractor's request for approval of a proposed third party inspection agency and/or test laboratory shall be submitted in writing to the Engineer. The Engineer will respond to the Contractor's request in writing.



The Contractor shall follow IITL Procedures in Subsection 4-1.3.2.

All third party inspections shall be at the Contractor's expense.

4-1.4 Testing of Materials. To this SSPWC subsection add the following:

- 1) **Testing by the Agency.** If initial tests made under the direction of the Engineer reveal that the Work does not comply with the Contract Documents, re-testing shall be performed. If re-testing establishes that the Work complies with the Contract Documents, the costs for the re-testing shall be paid for by the Agency. If re-testing establishes that the Work does not comply with the Contract Documents, then all costs associated with the re-testing shall be the borne by the Contractor.

In addition to any other inspection or Quality Assurance provisions that may be specified, the Engineer shall have the right to independently select, test, and analyze, at the expense of the Agency, additional test specimens of any or all of the materials to be used. Whenever any portion of the Work fails to meet the requirements of the Contract Documents as shown by the results of independent testing or investigation by the Engineer, all costs of such independent inspection and investigation, and all costs of removal, correction, and reconstruction or repair of any such Work shall be borne by the Contractor.

- 2) **Testing by Approved Testing Laboratory.** When the manufacturer, fabricator, or supplier provides the results of tests from samples taken at the mill, factory, or warehouse, the Engineer will accept the test reports provided the following conditions are met:
 - a) The Testing Laboratory was approved by the Engineer prior to performing the tests, and that all necessary certifications were valid at the time the tests were performed.
 - b) The tests were performed in conformance with the Contract Documents for the specified material or item.
 - c) The reports are made in the form of an affidavit, as specified below.
 - d) Tests performed by an approved Testing Laboratory are subject to be monitored by Agency Inspectors.

Whenever the approved Testing Laboratory takes samples of materials other than at the Site, the deliveries to the Site of materials represented by such samples shall be identified as specified for the specific material. The results of such tests shall be reported to the Materials Control Inspector in the form of affidavits attested to by the Testing Laboratory. Such affidavits shall furnish the following information with respect to the material sampled:

- a) Manufacturer's name and brand.
- b) Place of sampling.
- c) Sufficient information to identify the lot, group, bin, or silo from which



- the samples were taken.
- d) Amount of material in the lot sampled.
 - e) Statement that the material has passed the requirements.
 - f) Signature and title of the person creating the affidavit and the date of execution of the affidavit.

4-1.5 Certification. To this SSPWC subsection add the following:

A Certificate of Compliance in triplicate shall be furnished prior to the use of materials for which the Contract Documents require that such a certificate be furnished. The Engineer may permit the use of certain materials or assemblies prior to the sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and the Contractor, and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of materials delivered to the work, and the lot so certified shall be clearly identified on the certificate. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and such material not conforming to such requirements will be subject to rejection whether in place or not.

The Engineer reserves the right to refuse to permit the use of material notwithstanding the submittal of a Certificate of Compliance.

4-1.6 Trade Names or Equals. To this SSPWC subsection add the following:

The Contractor shall conform to the requirements stated in Subsection 2-12.

4-1.7 Weighing and Metering Equipment. This subsection applies as written in the SSPWC.

4-1.8 Calibration of Testing Equipment. This subsection applies as written in the SSPWC.

4-2 MATERIALS FURNISHED BY THE AGENCY. To the SSPWC add subsection 4-2 as follows:

[PE: You may want certain items longer than 30 Days; if so indicate on plans or list specific items here.]

Upon receiving material furnished by the Agency for storage or installation in the Work, the Contractor shall give a signed receipt to the Engineer for the material delivered. Thereafter the Contractor shall be responsible for the care and necessary replacement of such material if



damaged.

If, as determined by the Engineer, the material is not adequately protected by the Contractor, such material may be protected by the Agency and the cost thereto be charged to the Contractor or deducted from any payment due.

Upon receiving such material, the Contractor shall inspect it, and should any damage, defects, or missing equipment or parts be found, the Contractor shall immediately notify the Engineer in writing. By failing to notify the Engineer, it shall be deemed that the Contractor has accepted such material as being free from said damage, defects, or missing equipment or parts, except for latent defects.

4-3 SAMPLES. To the SSPWC add subsection 4-3 as follows:

Where required in the Contract Documents, or when required by the Engineer, the Contractor shall submit to the Engineer representative samples of materials to be included in the Work. Except where otherwise specified, four (4) samples shall be submitted.

The Engineer shall have thirty (30) Days to review a sample. If the sample is rejected, the Engineer shall have thirty (30) Days to review the revised sample. It is the Contractor's responsibility to submit the required samples in a timely manner such that the approval, purchase, and delivery of the material does not delay the Contract.

Samples shall be properly identified, indicating the type and brand of materials, place of origin, the name of the producer, the Contractor's name, the name of the Project for which the material is intended, and the Specifications Section and page number where the material is described. The Contractor shall sequentially number the samples, with revised samples having an alpha suffix.

Materials shall not be installed prior to written approval of the samples by the Engineer. Installed materials shall match the approved samples in all respects.

4-4 YEAR 2000 (Y2K) COMPLIANCE WARRANTY. To the SSPWC add subsection 4-4 as follows:

The Contractor represents and warrants that any Products(s) furnished pursuant to this proposal that performs any date and/or time data recognition function, calculation, or sequencing, will:

- 1) Support a four-digit year format.
- 2) Be Year 2000 compliant through the year 2030.
- 3) Provide accurate date/time data and leap year calculations on and after December 31, 1999.
- 4) Be Year 2000 compliant through the year 2030 at the same level of functionality for which originally acquired without additional cost to the User.



"Product" shall include, without limitation: any piece or component of equipment, hardware, firmware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or operation of the contract, if any, arising from this proposal.

Year 2000 Compliant means the Product(s) will:

- 1) Function without interruption or human intervention with four-digit year processing on all Date Data, including errors or interruptions from functions which may involve Date Data from more than one century or leap years, regardless of the date of processing or date of Date Data (the term "Date Data" shall mean any data, input, or output which includes an indication of date).
- 2) Provide results from any operation accurately reflecting any Date Data used in the operation performed, with output in any form, except graphics, having four-digit years.
- 3) Accept two-digit year Date Data in a manner that resolves any ambiguities as to century in a defined manner.
- 4) Provide data interchange in the ISO 8601.1998 standard of CCYYMMDD.

In the event of any decrease in Product functionality or accuracy related to time and/or Date Data related codes and/or internal subroutines that impede the Product from operating correctly beyond December 31, 1999, the Contractor agrees to restore the Product to the same level of functionality as warranted herein or to repair or replace the Product with a conforming Product so as to minimize interruption to the User's ongoing business processes, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, in addition to the Contractor's other responsibilities, the expense for any such associated or additional acquisitions that may be required (including, without limitation, data conversion tools) shall be borne exclusive by the Contractor.

END OF SECTION 4



SECTION 5 - UTILITIES

5-1 LOCATION. To this SSPWC subsection add the following:

The Contractor, shall expose and verify by survey the depth and alignment of all underground utilities at the Site prior to commencing excavation. The Contractor shall pothole and survey all utilities within a five (5) foot distance of any footing, prior to the excavation for said footing. All such exploratory excavations shall be performed as soon as practical after the Notice to Proceed and in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's Work. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the Contractor shall immediately notify the Inspector and the Engineer and shall note utilities on As-Built Construction Plans. The Contractor should not rely upon plan designation of location of underground utilities. The number of exploratory excavations and extent of potholing required shall be that number which is sufficient to determine the alignment and grade of the utility.

All cost associated with potholing utilities that are shown on the plans shall be considered incidental to associated bid items, and no separate payment shall be made. For utilities not shown on the plans, the Contractor will be paid for potholing under the terms of Section 18. For utilities not shown on the plans, the Contractor will be paid for potholing under the terms of Section 18.

The Contractor shall contact utility owners after the I.D. number is obtained from the Underground Service Alert (USA) (1-800-227-2600) but not less than fourteen (14) Days before the excavation Work is started, to mark or identify existing utilities. If the utility owner is the City of Los Angeles, a confirmation number indicating that the City has been notified shall be obtained by USA and/or the Contractor from the appropriate City Department. The I.D. number together with the date acquired shall be reported to the Engineer when calling for inspection. Los Angeles World Airports (LAWA) will not mark utility lines owned and maintained by LAWA.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm in diameter[, other,] or pipelines operating at pressures greater than 415 kPa (gage); underground electric supply system conductors or cables, with the potential to ground more than 300 V, either directly buried or in duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor will be required to mark all FAA utility lines prior to any work in a given area. Marking shall consist of 36 high inch lathe, placed 10 foot on center. Lathe shall be marked with the words "DANGER – FAA" or equivalent, and shall be affixed with red or orange surveyors tape to enhance visibility. No separate payment will be made for this marking, but it shall be



considered incidental to other bid items.
5-1.1 Notification by the Contractor:

Prior to any excavation in the vicinity of any existing underground facilities, the Contractor shall notify the Engineer, and the respective authorities representing the owners and agencies responsible for such facilities, not less than 3 working days, nor more than 5 working days, prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.

[PE: Note any relevant contact information – for example:]

The following includes a list, but is not limited to, of utility companies and representatives whose facilities may be impacted by this Project:

<u>Agency/Company</u>	<u>Contact Name</u>	<u>Phone Number</u>
Chevron Pipeline Co.		(805) 632-1060
LAX Fuel		(310) 646-5915
Pacific Bell		(310) 515-4212
City of L.A., Dept. of Water and Power		
Water		(213) 367-1218
Power		(213) 367-1743

5-2 PROTECTION. Delete this SSPWC subsection and replace with subsections 5-2.1 through 5-2.2 as follows:

5-2.1 General.

All utilities encountered along the line of the Work shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the utility owner and the Engineer are made. Utilities shall include, but not be limited to, all above or below ground conduit, pipes, wet wells, ducts, cables, and appurtenances associated with oil, gas, water, steam, irrigation, sewer, storm drain, wastewater, air, electrical, power, instrumentation, communication, telephone, TV, and lighting systems, whether or not owned by the City. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with Subsection 5-1, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for as provided in Subsection 3-



2.2.3 or Subsection 3-3.

Fire and police call boxes and conduits shall be protected by the Contractor. Should said facilities be damaged by the Contractor's operations, immediate notification shall be given to the Agency. Damaged facilities will be replaced by the Agency at the Contractor's expense.

When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:

- 1) Furnish and install a 50mm (2 inch) cushion of expansion joint material or other similar resilient material; or
- 2) Provide a sleeve or other opening which will result in a 50mm (2 inch) minimum-clear annular space between the concrete and the utility; or
- 3) Provide other acceptable means to prevent embedment in or bonding to the concrete.

Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

Unless otherwise specified, all underground utility conduits shall have a minimum cover of eighteen (18) inches and shall have identifying detectable tape placed in the trench above the conduit. The detection tape shall be made of metalized foil laminated between two layers of inert plastic film, six (6) inches wide and a minimum of 4.5 mils thick, as described here:

- 1) Safety Red = Electric and lighting conduit and cables.
- 2) Safety Yellow = Gas, oil, steam, petroleum or gaseous materials.
- 3) Safety Orange = Telephone, alarm, or signal cables and conduit.
- 4) Safety Blue = Potable water or irrigation.
- 5) Safety Green = Sewer or drain lines.

The detection tape shall be placed directly above and reasonably horizontal for the full length of the conduit. For conduits with less than four (4) feet of cover, install tape four (4) to eighteen (18) inches below the subgrade surface and at least twelve (12) inches above the conduit. For conduits with more than four (4) feet of cover, install tape at least three (3) feet above the conduit.

Upon completion of the Work, the Contractor shall remove all enclosures or protective coverings and leave the work area in a finished condition.

Payment will be made for utility line investigations and/or relocations as noted Section 5-8.

5.2.2 Protection of Existing Utilities:



The Contractor shall protect all existing utilities and improvements not designated for removal. Physical protection of utilities in proximity of pavement sections shall be provided by the Contractor in all cases. Except where noted on the plans, encasement protection of utilities in proximity of pavement sections shall require prior approval of the Engineer.

The Contractor shall determine the exact locations and depth of all utilities indicated on the drawings. In addition to those indicated, the Contractor shall make exploratory excavations of all utilities. All such exploratory excavations shall be performed as soon as practicable after award of the Contract, and in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility locations as indicated on the drawings to be in error, the Contractor shall so notify the Engineer. The number of exploratory excavations required should be that number which is sufficient to determine the alignment of the utility. All costs for such work shall be absorbed by the Contractor.

5-2.3 Damage to Existing Utilities and Improvements.

Any utility or improvement that is damaged by the Contractor shall be immediately reported in writing to the Engineer and Inspector and immediately repaired to a condition equal to, or better than, the condition they were in prior to such damage. Repair Work shall be continuous until the utility or improvement is placed back in service.

The provisions of this Subsection shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

All repairs to a damaged utility or improvement shall be inspected and approved by an authorized representative of the utility or improvement owner before being concealed by backfill or other Work.

In case of damage which in the opinion of the Engineer or Inspector threatens the safety of persons or property, the Contractor shall immediately make all repairs necessary for removal of the hazard. Should the Contractor fail to take prompt action to this end, the Agency has the option to remove any hazard resulting from damages caused by the Contractor without waiving any other rights the Agency may have, and costs shall be charged to the Contractor.

In the event that the Contractor damages any existing utility lines that are not shown on the drawings or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the Engineer and utilities shall be immediately repaired as stated above. Such repairs on damaged unknown utilities shall be made by the Contractor under the provisions for Changes In Work, Section 3, of this document.

If, an existing utility or substructure was not shown in the original Contract Documents, but has been made known to the Contractor prior to excavation, the utility or substructure shall be considered as an existing known condition. Under these circumstances, the Contractor shall be responsible for protecting the utility. Damage to a utility, which has been made known to the



Contractor shall be repaired at the Contractor's sole cost. The Contractor shall, at its own expense, satisfactorily repair damage to any known pipeline, sewer, conduit, utility, or other underground structure which may result from its operations or negligence. If it is necessary for the Agency to repair such damage, the Contractor shall be billed for and shall pay the actual cost to the Agency for labor and materials plus fifteen percent (15%) administrative costs.

5-3 REMOVAL. To this SSPWC subsection add the following:

[PE: Verify that removal boundaries are clearly outlined on the Plans.]

The Contractor shall notify the Engineer, in writing, seven (7) Days in advance of taking any existing utility line out of service. Arrangements satisfactory to the Engineer must be made prior to taking any existing utility line out of service for any purpose. The Contractor shall confirm with the Inspector and the Engineer twenty-four (24) hours prior to disconnect.

The Contractor shall pull out all wire from an electrical duct bank that is being abandoned and disconnect same from servicing panel.

5-4 RELOCATION. Delete this SSPWC subsection and replace with the following:

Where the proper completion of the Work requires the temporary or permanent relocation and/or removal of an existing utility or other improvement which is shown on the Plans, the Contractor shall at its own expense, without unnecessary delay, temporarily or permanently relocate or replace such utility or improvement in a manner satisfactory to the Engineer and the Owner of the utility. All cases of such temporary relocation, removal, or restoration shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

[PE: Note in documents if there are any time constraints on shutdowns – for example:]

All existing utilities being relocated by the Contractor shall not be out of service for more than an 8-hour period. This eight (8) hour shut down period for switch over shall be performed at night.

The Contractor must notify the Engineer thirty (30) Days in advance of any proposed connection and shall notify the Engineer and the Inspector twenty-four (24) hours prior to the actual connection to any existing utility.

Payment will be made for utility line investigations and/or relocations as noted Section 5-8.

[5-4.1 Specific Work Elements

The following do not constitute a complete listing of utility work elements for the Project, but are selected for discussion because of their impact to the overall project.]



[Describe specific utility tasks / conditions / requirements / restrictions unique to the project.]

5-5 DELAYS. This subsection applies as written in the SSPWC.

5-6 COOPERATION. This subsection applies as written in the SSPWC.

5-7 SCHEDULE COORDINATION

Coordination of work between various utility agencies and work by the Contractor shall be the sole responsibility of the Contractor. Delays to the schedule due to utility agency coordination issues that, in the opinion of the Engineer, could have been prevented by timely intervention and coordination on the part of the Contractor will not be credited to the Contractor's contract schedule requirements.

All costs incurred by the Contractor for coordination with the necessary agencies relative to the work affecting utilities shall be considered incidental to the bid items and no separate payment will be made.

5-8 BASIS OF PAYMENT

No payment will be made for fulfilling the requirements of this sections except for work involved in investigating and relocating unknown utilities (utilities not shown on the plans) which are encountered during the progress of the progress.

Payment will be made under:

Item 5.1 Utility Investigation / Relocation..... per allowance

END OF SECTION 5



SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. *Delete this SSPWC subsection and replace with the following:*

For specific requirements regarding the construction schedule and related reports, see Section 19.

6-2 PROSECUTION OF WORK. *To this SSPWC subsection add the following:*

The Contractor shall operate at such locations as the Engineer may direct. Should the Work be discontinued for any reason, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

[PE: Insert any potential interferences, delivery time constraints, etc. here – for example:]

[In addition, and for information only, the Contractor is advised that Airline Tenants may be undertaking work on existing Terminal Buildings, Caltrans may be undertaking freeway off-ramp improvements (I-105 at Sepulveda Boulevard) and signage improvements along Sepulveda Boulevard.]

[The Contractor or his/her Subcontractors will deliver to the Site all pre-cast members and heavy equipment between midnight and 6:00 a.m. and under escort by the Airport Police. At least forty-eight (48) hours notice shall be given to the Airport Police.]

6-3 SUSPENSION OF WORK.

6-3.1 General. *To this SSPWC subsection add the following:*

The Engineer shall have the authority to suspend the Work wholly or in part, for such period as may be deemed necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the prosecution of the Work, or for such time as may be deemed necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer. If the Engineer orders a suspension of all of the Work or a portion of the Work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the prosecution of the Work, the Days on which the suspension is in effect shall be considered as non-compensable time extension in accordance with Subsection 6-6. If a portion of Work at the time of such suspension is not a current critical path operation but subsequently does become a current critical path operation, the determination of any time extension will be made in accordance with Subsection 6-6.

[During this project it is anticipated that the work will be suspended at various time throughout



the project for the Engineer's convenience. These suspensions may occur up to a maximum of 10 times, for up to [2] hours each. The Contractor shall anticipate these various suspensions and any costs associated with these suspensions shall be considered incidental to the various items of work.]

If a suspension of Work is ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given or to properly perform any provision of the Contract, the Contractor will not be granted a time extension for the days on which the suspension order is in effect.

In the event of a suspension of Work under any conditions, such suspension of Work shall not relieve the Contractor of its responsibilities.

6-3.2 Archaeological and Paleontological Discoveries. *This subsection applies as written in the SSPWC.*

6-4 DEFAULT BY CONTRACTOR. *To this SSPWC subsection add the following:*

Failure by the Contractor to conform to the construction schedule referred to in Section 19 may be considered by the Executive Director as a lack of due diligence in prosecuting the Work.

6-5 TERMINATION OF CONTRACT. *To this SSPWC subsection add the following:*

The Agency may terminate the Contract upon written notice to the Contractor if it is found that reasons beyond the control of either the Agency or the Contractor make it impossible, or it is found to be against the best interest of the Agency to continue the Work. In such a case, the Contractor shall have no Claims against the Agency except for the following:

- 1) Value of Work satisfactorily performed and completed up to the date the Contract is terminated, less payment(s) previously made by the Agency.
- 2) Cost of material and equipment on hand, in transit, or on definite commitment as of the date the Contract is terminated, which would be needed in the Work and which meet the requirements of the Contract Documents. The Contractor shall provide documentary proof of such items when requested by the Agency.

The value of the Work performed and the cost of materials and equipment delivered to the Site, as mentioned above, shall be determined by the Engineer in accordance with the procedure prescribed in the Contract Documents.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General. *Delete the first sentence of the second paragraph of this SSPWC subsection and replace with the following:*



No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of Work, or other similar action of the elements.

6-6.2 Extensions of Time. To this SSPWC subsection add the following:

Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for non-controlling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

6-6.2.1 Critical Path Schedule

All Work shall be performed in accordance with the requirements of the Contract and the Critical Path Schedule approved by the Engineer in accordance with Section 19. The Critical Path Schedule shall indicate planned Milestone dates for completing all Contract tasks and the Scheduled Completion Date for completion of all Work, and Contractor shall provide the Agency notice of any Delay in the Critical Path Schedule.

6-6.2.2 Inexcusable Delay

An Inexcusable Delay shall not be a cause for granting additional Contract Time or compensation, and shall be cause for termination of the Contract, if the Engineer chooses to exercise this right, under the Article entitled Termination For Default per Section 6-4 and 6-5.

6-6.2.3 Excusable Delay

A delay to the Critical Path shall be an "Excusable Delay" to the extent that:

Contractor provides notice to the Engineer describing the act or event that Contractor asserts was the cause of the Delay not more than three (3) Days after the day the act or event occurs;

The act or event has caused, or will result in, an identifiable and measurable disruption of the Work, which has consumed all available Float and extended the Work required for Substantial Completion or Final Acceptance beyond the applicable completion deadline;

The Delay to the Critical Path Schedule could not reasonably have been avoided by Contractor, including by re-sequencing, reallocating or redeploying its forces to other portions of the Work;



The act or event, and its causes and effects, were beyond the control of, and were not due to, the fault or negligence of the Contractor, and did not arise out of Contractor's failure to perform or meet the requirements of the Contract;

The act or event causing the Delay is not excluded from Excusable Delays under any other provision of the Contract; and

A specific remedy for the Delay is not provided by any other provision of the Contract.

Contractor shall have the burden of proving the Delay occurred, the Delay was an Excusable Delay (as defined above), the Delay could not be fully mitigated, and the length of time of the Excusable Delay. Contractor will not receive compensation for an Excusable Delay unless it is also a Compensable Delay, as provided in the Section entitled Compensable Delay in this Article. Upon adequate proof of an Excusable Delay, Contractor will be granted an extension of time and will not be assessed with liquidated damages to the extent of the Excusable Delay to the Critical Path Schedule.

6-6.2.4 Force Majeure and Weather

Subject to Contractor meeting the requirements of the Section entitled Excusable Delay in this Article, and the following requirements, Contractor will receive an extension of Contract Time for an Excusable Delay caused by a Force Majeure event or weather if:

Contractor has taken reasonable precautions to prevent further Delays arising out of such Force Majeure event or weather; and

Contractor provides written notice to the Engineer describing the Force Majeure event or weather and the cause(s) of the Delay within three (3) Days after the beginning of such Delay.

The Engineer will grant an extension of time for weather Delays only to the extent the Critical Path Work is actually delayed as determined by the Engineer. Contractor's exclusive remedy for any Excusable Delay arising out of a Force Majeure event or weather shall be an extension of Contract Time, as provided in this Article.

6-6.2.5 Compensable Delay

An Excusable Delay shall be a Compensable Delay if the performance of all or any part of the Work is delayed or interrupted:

By an act of an Authorized Representative of the Agency in the administration of this Contract that is not expressly or impliedly authorized by this Contract, or



By a failure of the Agency to act within the time specified in this Contract, or within a reasonable time if not specified.

A Claim for a Compensable Delay shall not be allowed for any costs incurred more than three (3) Days before the Contractor shall have notified the Engineer of the act or Event causing the Delay.

Contractor will have the burden of proving that the Delay is both an Excusable Delay and a Compensable Delay. If an Excusable Delay is found to be a Compensable Delay, the Agency will, by Change Order, extend the Contract Time for the increase in the time of performance, and will adjust the Total Contract Price (excluding profit). The Change Order will be Contractor's sole remedy arising out of the Compensable Delay.

6-6.2.6 Concurrent Delay

If Contractor is delayed by any act or event that would otherwise be a Compensable Delay, but the Delay is concurrently caused by any Excusable (but not Compensable) Delay or any Inexcusable Delay, Contractor's remedy shall be the same as for an Excusable Delay, and the Agency will, by Change Order, extend the Contract Time. Contractor will not be entitled to any change in the Total Contract Price or any other compensation. Delays will not be Concurrent to the extent that one Delay affects the Critical Path Schedule and the other Delay does not. In that event, the sole Delay will be the one that affects the Critical Path Schedule. The Change Order extending Contract Time for a Concurrent Delay will be Contractor's sole remedy arising out of the Concurrent Delay.

6-6.3 Payment for Delays to Contractor. Delete this SSPWC subsection and replace with the following:

No payment or compensation shall be made to the Contractor for damages because of hindrance or delay from any cause, whether such delays are avoidable or unavoidable. Normal delays to be expected while operating on an active airport shall not be entitled to time extensions. Such normal delays include, but are not limited to, [delays in obtaining AOA access through LAWA Gate #433-B,] [delays in crossing active taxiways,] [other] and [delays due to periodic holding of truck traffic through NAVAID critical areas on the haul road.] Whenever the Engineer orders a temporary suspension of Work due to unsuitable weather conditions, as defined in Section 1-2, the Contractor shall be entitled to a non-compensatory extension of time equal to the duration of the suspension. Unsuitable weather conditions, exclusive of rain days, an average of [ten (10)] percent of the time at [Van Nuys][Los Angeles International] [Ontario] Airport.

6-6.4 Written Notice and Report. This subsection applies as written in the SSPWC.

6-7 TIME OF COMPLETION.

6-7.1 General. Delete this SSPWC subsection and replace with the following:



The Contractor shall conduct the Work in a manner and with sufficient material, equipment, and labor to insure completion within [insert # of Days here] () Days, plus any extra time allowed for delays or extra Work, commencing with and including the date stipulated in the Notice to Proceed.

[PE: Specify specific work hour requirements, if any.]

[The Contractor shall work the shifts required to comply with Section 11.] [No more than one 8-hour shift per day shall be worked.] Working hours shall be 7:00 a.m.– 3:00 p.m. unless otherwise approved by the Engineer, and no Work shall be done on Saturdays, Sundays, or legal holidays without the written permission of the Engineer. The acceptance of nighttime deliveries and specified night Work are the exception to this requirement. No construction activities shall take place the day after Thanksgiving and the day before Christmas.

The acceptance of nighttime deliveries and specified night Work are the exception to this requirement. No construction activities shall take place the day after Thanksgiving and the days before and after Christmas.

The completion of the individual components of Work shall be in accordance with the following Completion Schedule.

[PE: Insert intermediate milestones on the Completion Schedule here - see example below.]

Completion Schedule

Component of Work/Milestones	Start*	Finish
Fire Station No. 51	0	277
Delta Maintenance Building	0	98
Guard Post No. 2	0	217
Completion of Entire Project	0	575
*No. of calendar Days after the Notice to Proceed has been issued by the Engineer		

Formatted: Don't adjust space between Latin and Asian text

6-7.2 Working Day. This subsection applies as written in the SSPWC.

6-7.3 Contract Time Accounting. This subsection applies as written in the SSPWC.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY Delete this SSPWC subsection and replace with the following:

The Engineer and Inspector will inspect the Work for acceptance upon receipt of the Contractor's written assertion that the Work has been completed per the Contract Documents.

If, in the Engineer's or Inspector's judgment, the Work has been completed and is ready for



acceptance, the Engineer will so certify in writing by issuance of the "Notice of Final Acceptance." The Contractor is not relieved from the responsibility to protect the Work until such time as the Contractor receives the "Notice of Final Acceptance."

All Work shall be warranted by the Contractor against defective workmanship and materials for the warranty period specified in these Contract Documents or one (1) year after the date of the final acceptance of the Work by LAWA, whichever is longer. Neither the final acceptance nor the final payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty material or quality of Work. The Contractor shall have the faithful performance bond remain in full effect for the warranty period or one (1) year after final acceptance, whichever is longer. The Contractor shall replace or repair any such defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Agency may perform this Work and the Contractor's sureties shall be liable for the cost thereof.

The Work shall be under the charge and care of the Contractor until final acceptance of the Work. The Contractor shall take every precaution against injury or damage to the Work from the action of the elements or any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good, at the Contractor's expense, all injuries or damage to the Work occurring before acceptance of the Work.

Any loss or damage as described below shall be sustained by the Contractor:

- 1) Arising from all unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work.
- 2) From any action of the elements prior to the final acceptance of the Work.
- 3) From any act or omission not authorized by these Contract Documents on the part of the Contractor or Subcontractors.

Near or at the completion of the Work, a final inspection will be made by a Project construction team consisting of the Engineer, Inspector, and the Contractor. The Engineer will provide a final Inspection Correction List itemizing all Work necessary to complete the Project per the Contract Documents. Upon determination that the Work has been completed in accordance with the Contract Documents as provided herein, a "Notice of Final Acceptance" will be issued to the Contractor by the Engineer.

The improvements shall be placed in service upon issuance of the "Notice of Final Acceptance," unless otherwise provided in the Notice. The Contractor will then be relieved of its contractual liability for subsequent injury or damage to persons, property, or the Work, and relieved of the duty to maintain and protect the Work. However, in no event shall the Contractor be relieved of its obligation to have performed the Work completely and in strict accordance with the Contract Documents.



After the date of acceptance of the Work by the Executive Director, no additional Claims may be submitted.

On Class "B" permits, the Permittee-Contractor, or its Surety will be held responsible for maintaining and protecting the Work until issuance of a "Certificate of Acceptance" by the City Engineer as provided in Section 62.113 of the Municipal Code. After issuance of the "Notice of Final Acceptance" and after the completed improvements in dedicated areas are placed in service, the Permittee will be relieved of the duty to maintain and protect such completed improvements resulting from public use, action of the elements, or other cause not due to the Permittee's own operations or negligence. Any dangerous or hazardous condition created by a Permittee or its Contractor as found and determined by the Engineer, shall immediately be corrected upon demand by the Agency. Upon failure to correct as required, the Agency may make the correction without further notice to the Permittee-Contractor or its Surety, and all costs incurred shall be paid by the Permittee-Contractor or its Surety.

6-9 LIQUIDATED DAMAGES. Delete this SSPWC subsection and replace with the following:

[PE: Prepare justification for the liquidated damage number.]

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. For each consecutive day in excess of the time specified for the completion of Work, as adjusted in accordance with Subsection 6-6, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of [insert \$ amount here]_____, unless otherwise provided in the Contract Documents.

Execution of the Contract shall constitute agreement by the Agency and Contractor that [insert \$ amount here]____ per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is Liquidated Damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

The Agency expressly denies that any progress payments made after the scheduled completion date constitute a waiver of Liquidated Damages.

The Liquidated Damages shall apply to each Phase or component of Work to be done as well as to the total Contract.

The amount of Liquidated Damages shall be as per the table of Liquidated Damages below:



[PE: Long Form – Use this on large projects (greater than \$10 million) or moderate sized projects with a high degree of complexity or interfaces with other projects. Allow Construction Manager to review Section 10 prior to finalizing Specification. Also, determine appropriate Liquidated Damages charge for non-submitted schedules; base your cost on total contract dollar amount. For example, the general guideline for establishing LD's is \$150 per million per Day (i.e. A \$20M project = \$3000/Day of LD's).]

Liquidated Damages

Component of Work	Amount
Completion of the entire Project	\$10,000/Day
Failure to open Sepulveda Boulevard lanes at the time specified on the Contract Plans after each night of Work	\$5,000/hour
Completion of Fire Station No. 51	\$1,000/Day
Completion of the Delta Maintenance Building	\$1,000/Day
Completion of Guard Post No. 2	\$1,000/Day

Formatted: Don't adjust space between Latin and Asian text

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION. *To this SSPWC subsection add the following:*

The Agency shall have the right, upon ten (10) Days written notice to the Contractor and the Surety, to take possession of and use any completed or partially completed portion of the Work. Such taking possession and use shall not be deemed an acceptance of any Work. If prior use materially impedes the operations of the Contractor, the Contractor shall be entitled to a reasonable extension of time. The Engineer shall certify as to the amount of delay, which may have been caused by such prior use.

[PE: The alternative language below is for Statement of Partial Acceptance.]

[The Agency shall have the right, upon ten (10) Days written notice to the Contractor and the Surety, to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the entire Project. Whenever the Agency plans to exercise said right, the Contractor will be notified in writing by the Agency, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service. Following final inspection by the Inspector and establishment of a Final Inspection Correction List, a Statement of Partial Acceptance will be issued.

It shall be understood by the Contractor that until a Statement of Partial Acceptance is issued, all responsibility for care and maintenance of all items or portions of the Work to be placed in use shall be borne by the Contractor. Upon issuance of a Statement of Partial Acceptance, the Agency will accept responsibility for the protection and maintenance of all such items and portions of the Work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date for



commencement of the warranties indicated on the Statement of Partial Acceptance. However, the Contractor shall retain full responsibility for satisfactory operation of the total Project and the Contractor's guarantee period shall commence only after the final acceptance of the Contract by LAWA. Such guarantee of total systems operation shall include that portion or portions previously placed into beneficial use by the Agency.

The issuance of a Statement of Partial Acceptance for any part of the Work shall not relieve the Contractor of its obligation to promptly remedy any omissions and latent or unnoticed defects in the Work covered by the Statement of Partial Acceptance. The Agency shall have the right to restrict the Contractor's use of occupied portion of the Work but shall allow the Contractor reasonable access to complete or correct items required by the Contract Documents.

The Agency may, if the Work is progressing satisfactorily, release part of the retention on portions of the Work for which a Statement of Partial Acceptance has been issued, provided that all of the following conditions have been met:

- 1) Partial final inspection corrections have been completed to the satisfaction of the Inspector.
- 2) The Contractor submits a written request for release of retention, which includes a verifiable valuation of the identified portions of the Work covered by the Statement of Partial Acceptance.
- 3) Impacted Subcontractors, major Suppliers and the Contractor's Surety all agree in writing to release of retention.
- 4) If any minor corrections remain which do not directly affect operations or maintenance then twice the values of the remaining cleanup items shall be retained on each request for release.
- 5) The Contractor signs a Change Order that specifically states the value of the retention being released.

The Engineer shall issue a no-change-in-Contract cost Change Order reflecting the Work for which a Statement of Partial Acceptance has been issued and the amount of the retention to be released. This Change Order shall authorize reduction of the retention on the next payment.

[PE: Use the paragraph below if the building will be occupied during all phases of construction.]

[The Contractor is hereby made aware that the building shall be continuously occupied during all phases of construction. The Contractor must take any and all measures necessary to maintain cleanliness on both the interior and exterior of all Work areas. The Contractor is responsible for the repair and/or replacement for any damage caused by the Contractor to the premises, the contents therein, or the adjacent areas. The Contractor shall take actions to minimize disruption and disturbances to building occupants and adjacent roadways, structures, and landscaping. The Contractor is to abide by all provisions of these Contract Documents regarding protection of existing structures, safety, and maintenance of ingress and egress to the building. The Contractor shall draw special attention to the additional requirements for Site use, maintenance,

<Project Name>



Special Provisions ____% Submittal
Date

and cleanliness throughout the Contract Documents and on the Plans.]

END OF SECTION 6



SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES. *To this SSPWC subsection add the following:*

Storage of equipment and materials left overnight shall be in the area designated by the Engineer. Areas adjacent to the construction may be made available for temporary use by the Contractor without cost whenever such use will not interfere with other purposes. The Contractor shall be liable for any damage caused to such premises or areas.

The Contractor shall restore the Operations and Storage Yard and adjacent areas to their original condition prior to final acceptance of the Project, or at the discretion/option of LAWA, left in place at completion of the Project and Ownership shall thereupon be vested to the City.

Equipment and materials shall be stored off the Site until they are to be used on the Work. Equipment and materials located on the Site, but not being used, shall be left at locations to be designated by the Engineer or Inspector. All equipment that is no longer needed shall be removed immediately from the Site. All other operations of the Contractor shall be confined to the areas authorized or approved by the Engineer.

7-2 LABOR.

7-2.1 General. *To this SSPWC subsection add the following:*

The Contractor's employees shall be restricted to immediate work areas at the Project Site, and shall not go beyond work limits noted on the Plans, except as otherwise directed by the Engineer.

Only the Contractor, Contractor's employees, Subcontractors, Building and Safety Inspectors or Agency representatives are allowed access to the Site.

7-2.2 Laws. *To this SSPWC subsection add the following:*

The Director of the California Department of Industrial Relations has determined the general prevailing rate of wages applicable to the Work. The schedule of general prevailing rate of wages is on file in the office of the Engineer. Any worker whose work is not covered by any of the classifications listed in the schedule shall be paid not less than the minimum rate for the classification which most nearly corresponds to the work performed by the worker. Such minimum rate shall be retroactive to the time of initial employment of the worker in such classification. In the event of a dispute on the rates, the matter shall be referred for determination to the Executive Director, whose decision on the matter shall be conclusive with the same effect as if the work performed by the worker had been classified and the minimum rate specified in the schedule.



The Contractor shall comply with the provisions of Section 10.8 and Section 10.13 of the Administrative Code of the City of Los Angeles pertaining to nondiscrimination and affirmative action in employment. A copy can be obtained from the offices of LAWA, 7301 World Way West, 5th floor, Los Angeles, CA, or from www.lacity.org/lacity102.htm. The Contractor shall also comply with Division 2, Part 7, Chapter 1, Article 3 of the Labor Code, and all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor. The Contractor shall forfeit as penalty to the City, Twenty-five Dollars (\$25.00) for each worker employed, for each calendar Day or portion thereof such person is paid less than the general prevailing rate of wages by the Contractor or any Subcontractor in violation of Division 2, Part 7, Chapter 1, Article 2 of the Labor Code. If the Contractor or any Subcontractor employs workers in any apprenticeable craft or trade in the performance of the Work, then the Contractor and Subcontractors shall comply with Section 1777.5 of the Labor Code.

7-3 LIABILITY INSURANCE. Delete this SSPWC subsection and replace with subsections 7-3.1 through 7-3.4 as follows:

7-3.1 General. The Contractor and the Sureties shall defend, indemnify, and save harmless the City, its Boards, officers, agents, and employees, assigns, and successors in interest, from and against all suits, actions, or claims of any character, name, and description brought:

- 1) For or on account of any injury or damage received or sustained by any person, persons, or property, by or from the Contractor, the Subcontractors, or their officers, agents or employees; or
- 2) By or as a consequence of any neglect in safeguarding the Work, or
- 3) Through the use of unacceptable materials in doing the Work; or
- 4) By or on account of any act of omission, neglect, or misconduct of the Contractor or Subcontractors, or
- 5) By or on account of an infringement of trademark or copyright; or
- 6) From any Claim arising or amount recovered under the Workers' Compensation Law or any other law, ordinance, order, or decree,

And so much of the money due the Contractor may be retained as considered necessary by the City, or in case no money is due, the Sureties shall be held until every such suit, action, or Claim has been settled and satisfactory evidence to that effect furnished to the City.

7-3.2 Insurance Provisions.

The Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the following types of insurance:

- 1) Aviation/Airport Liability.
- OR**
- 1) Comprehensive General Liability covering all its operations including, but not limited to:
 - a) Premises and Operations.



- b) Contractual (Blanket or Scheduled).
 - c) Independent Contractors.
 - d) Products/Completed Operations.
 - e) Broad Form Property Damage.
 - f) Personal Injury.
 - g) Explosion, Collapse and Underground Hazard.
- 2) Comprehensive Automobile Liability covering Owned, Non-Owned and Hired Vehicles, if the Contractor's operations require the use of licensed vehicles on the Airport.
 - 3) Employer's Liability Insurance.

In the event the Contractor fails to furnish the Agency evidence of insurance and maintain the insurance as required, the Agency, upon ten (10) Days prior written notice to comply, may (but shall not be required to) procure such insurance at the expense of the Contractor, and the Contractor agrees to promptly reimburse the Agency for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) Days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the Agency. If such coverage is intended to be canceled or reduced, the Contractor shall within fifteen (15) Days of such cancellation or reduction file with the Agency evidence that the required insurance has been reinstated or provided through another insurance company. At no time shall work be allowed without insurance as required by the Contract Documents.

Each of said policies shall cover loss or liability for damages in the amount specified in the Insurance Requirements of the Contract Documents.

Policies and other documents evidencing such coverage as provided in this Subsection shall:

- 1) Be filed with the Agency prior to the Contractor commencing Work (and the Contractor shall not allow any Subcontractor to commence Work until all insurance required of the Subcontractor has been approved).
- 2) Contain LAWA Contract number, the applicable policy number, the inclusive dates for same and the insurance carrier's name.
- 3) Bear an original signature of an authorized representative of said carrier.
- 4) Provide that such insurance shall not be subject to cancellation, reduction in coverage, or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles (City Attorney, P.O. Box 92216, Los Angeles, CA 90009-2216) at least thirty (30) Days prior to the effective date thereof.

The Agency also reserves the right to request submittal of specific policies of insurance and complete information about the agent and carrier providing such insurance.

The insurance specified herein shall, either by provisions in the policies or by special



endorsements attached thereto:

- 1) Insure the City against the risks to which it is exposed by reason of the Contractor's operations hereunder, and where applicable except for Workers' Compensation and Employers Liability coverage.
- 2) Include the City, LAWA and all of its officers, employees and agents, as insureds, as respects operations performed by or on behalf of the named insured.
- 3) Contain the Severability of Interest Clause and Contractual Endorsement set forth below.
- 4) Be primary and noncontributing with any other insurance held by the City's LAWA.

The Agency shall have no liability for any premiums charged for such coverage, and the inclusion of the Agency as insureds is not intended to, and shall not, make the Agency a partner or joint venturer with the Contractor in the latter's operations for this Contract. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director based upon the nature of the Contractor's operations and the type of insurance involved.

The City and the Contractor agree that the insurance policy limits specified in this Section shall be reviewed for adequacy annually through the term of this Contract by the Executive Director, who may thereafter require the Contractor to adjust the amounts of insurance coverage to whatever amount the Executive Director deems to be adequate.

Severability of Interest Clause. Each liability insurance policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

Contractual Endorsement. Such insurance as is afforded by each liability insurance policy shall also apply to liability assumed by the insured under written contract with the City of Los Angeles.

**NO PAYMENT WILL BE MADE TO THE CONTRACTOR UNLESS
THE CONTRACTOR HAS COMPLIED WITH THE ABOVE PROVISIONS.**

7-3.3 Diversity of Interest.

If the Contractor shall procure or maintain any insurance upon any property in which the City has or may acquire an interest or upon which it has or may require a lien under this Contract or otherwise, such policies shall, in the following language, formally disclose the diversity of interest:

"Notice is hereby given and accepted that the City of Los Angeles has or may acquire an interest in the subject matter of this insurance."

Such policy or policies shall also contain a loss payable clause reading as follows:



"Loss, if any, under this policy shall be adjusted with the named insured and be made payable to the City of Los Angeles."

Any payment thereunder shall insure to the benefit of the City to the extent of any loss suffered by the City and to the Contractor as to any remaining balance.

7-3.4 Attorneys' Fees.

If the City shall, without any fault, be made a party to any litigations commenced by or against the Contractor arising out of the Contractor's operations and as a result of which the Contractor is held liable, in whole or in part, by settlement, adjudication, or otherwise, then the Contractor shall pay all costs and reasonable attorneys' fees incurred by or imposed upon the City in connection with such litigation. In any action by the City or the Contractor for recovery of any sum under the Contract, or the enforcement of any of the terms, covenants or conditions contained herein, the prevailing party shall be entitled to reasonable attorneys' fees in addition to costs, expenses and necessary disbursements incurred in such action. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

7-4 WORKERS' COMPENSATION INSURANCE. Delete this SSPWC subsection and replace with the following:

Before execution of the Contract by the Executive Director, the Contractor shall file with the Engineer the following signed certifications:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the Contract. The Agency, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

Each compensation insurance policy shall by endorsement or rider provide that in the event of cancellation, reduction in coverage, or non-renewal for any reason, the City Attorney of the City of Los Angeles shall be notified by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. Notice shall be sent to City Attorney of the City of Los Angeles, P.O Box 92216, Los Angeles, CA 90009-2216.

The required insurance shall cover any assignee of the Contractor performing or causing to be performed any Work or labor in fulfillment of the Contract. The insurance shall be issued by a



responsible insurance carrier authorized under the laws of California and satisfactory to the City. No payment will be made to the Contractor unless evidence of Worker's Compensation Insurance is in the possession of the Engineer.

7-5 PERMITS. *Delete this SSPWC subsection and replace with the following:*

[PE: If Contract is unit price, use the paragraph below.]

[The Contractor shall procure all permits, approvals, and licenses required, pay all charges and fees, and give all notices necessary, except that LAWA will procure and pay for the building permit. The Contractor shall procure all required permits, approvals, and licenses thirty (30) Days prior to the commencement of the related Work.]

[PE: If Contract is lump sum, use the paragraph below.]

[The Contractor shall procure all permits, approvals, and licenses required, pay all charges and fees, and give all notices necessary. The Contractor shall procure all required permits, approvals, and licenses thirty (30) Days prior to the commencement of the related Work. The cost of the permits and licenses is incidental to the other Work and no additional payment shall be made for costs incurred in obtaining the permits and licenses or in conforming to the requirements thereof.]

[PE: Insert agency name, type of permit, and contact person with phone number -- see abbreviated example below.]

The Contractor shall procure all permits, approvals, and licenses required, pay all charges and fees, and give all notices necessary. Permits, approvals, and licenses shall be acquired at least thirty (30) Days prior to the commencement of the related Work.

The cost of permits required by outside agencies, including Los Angeles Building and Safety, Los Angeles Department of Public Works, Federal Aviation Administration and the State of California, will be reimbursed under the lump sum pay item 7.1 in this Section. Because the scheduling of inspections related to these permits is in the control of the Contractor, all costs for inspection as required by these agencies for the permitted work shall be borne by the Contractor. These inspection costs will be considered incidental to the related work items and no separate payment will be made. It will be the Contractor's responsibility to ensure that inspections are scheduled in order to conform to time requirements as described elsewhere in these specifications. Inspections not previously approved by the Engineer will be subject to interruption and/or rescheduling as necessary to accommodate active aircraft operations and/or other airport operations or security requirements.

It is assumed that bidders qualified to perform the work are familiar with the requirements to complete such work under the regulation of various agencies for the disciplines involved in the project, and shall include such costs in their bids.



Inspection costs for work not requiring outside agency permitting (earthwork; pavement demolition; pavement construction; storm drain line installation) will be borne by LAWA. The disciplines for which it will be the Contractor’s responsibility to provide permits and for which he shall be responsible for inspection costs, include, but are not limited to:

The following list of permit/approval agencies has been contacted and Plans have been submitted to each for review, approval, and permit issuance:

Agency	Type of Permit/ Number (if appropriate)	Contact Person/Phone No.
Caltrans District 7	Encroachment Permit	Refugio Dominguez (213) 897-5580
City of Los Angeles Dept. of Building & Safety	Building Permit #633338	Raymond Chen (213) 977-6380
City of Los Angeles Fire Department	Approval	Michael Reagan (213) 485-6274
LAX Airport Police	Approval	Gary Green (310) 636-0200

Formatted: Don't adjust space between Latin and Asian text

Prior to commencing Work on the Contract, the Contractor and its Subcontractors must supply either the Business Tax Registration Certificate Number, Business Tax exemption Number or the Vendor Number obtained from the City Clerk. The Contractor must also provide the effective dates of the number.

7-6 THE CONTRACTOR'S REPRESENTATIVE. *To this SSPWC subsection add the following:*

The Engineer and the Inspector reserve the right to:

- 1) Disapprove any candidate named as the Contractor's representative or alternate who fails to meet the provisions set forth herein.
- 2) Remove, without any right to work on the Project, either the Contractor's representative or alternate, who in the sole opinion of the Engineer or the Inspector, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work and that individual shall not, without permission of the Agency, be re-employed on the Project.

If the Contractor's representative or alternate leaves the employ of the Contractor, the Contractor will be required to replace the individual(s) within fifteen (15) Days and to fulfill the requirements of this Subsection.

Failure to have the Contractor's representative or alternate present at the Site of the Work at all times while Work under the Contract is in progress shall constitute suspension of the Work by



the Contractor, until such time as said individual(s) are again present at the Site. No payment or extension of time will be allowed for any Work performed in the absence of said representative or alternate.

7-7 COOPERATION AND COLLATERAL WORK. *To this SSPWC subsection add the following:*

Paving of roadway areas shall be withheld until planned utility changes or installations have been made under City permits and until verifications of completion of all such changes or installations have been received by the Engineer. The Contractor is responsible for assuring that verifications are submitted by the utilities. Underground final inspection and acceptance of the sanitary sewer and storm drain installations shall precede paving operations. The Contractor is required to notify affected City offices of Work to be done.

[PE: Add the following table when B-permit is involved.]



TABLE 7-7(A)

Item	Office of LADOT to be notified	Cost to be borne by	Required Notice (working days)
Work on signal - controlled intersection	Traffic Signal Inspector: Central Area: (213) 485-1071 Western Area: (213) 485-6834 Valley Area: (818) 756-7852 ATSAC Project Engineer: (213) 485-2815	Contractor	3
Traffic Signal and Interconnect damage	Signal Superintendent Daytime: (213) 847-2991 After Hours: (213) 485-2046		Immediate
Parking meter damage	Parking Meter Supervisor: (213) 485-2273		
Parking meter removal and replacement	Parking Meter Planning Supervisor: (213) 847- 4230	City**	5
Material and labor by LADOT	Scheduling: Sign/Striping: (213) 485-2185 Signal: (213) 485-2194		
Traffic Sign removal, relocation and replacement	Appropriate District Transportation Engineer*:		
Parking restrictions, changes relating to temporary striping	Central District: (213) 485-2284		
Final traffic striping and pavement marking	East Valley District: (818)756-8441		
Temporary Traffic Control Plan	Hollywood District: (213) 485-4282		
Temporary striping installation mark out	West Valley District: (818)756-8784		
Offsite Detour Signs	Western District: (310) 575-8138		
Offsite Detour Signs	Southern District: (310) 548-7651		
Placement of temporary "No Parking" signs	Special Traffic Control Section: (213) 485-2298		

* For B-Permit projects, notify citywide investigations, (213)580-5211.

** On B-Permit projects, the costs shall be charged to the permittee as required by section 62.110 of the Los Angeles Municipal Code.

The City may award other contracts and perform Work with its own forces concurrent with the Work of the Project. Said Work may be in areas adjacent to and within the areas of this Project.

The Contractor shall make every effort to cooperate and coordinate the Work with other contractors and City work forces, including location, and access to materials stored on the Site, to expedite completion of this Project. All coordination of the Work is subject to the approval of the Engineer.

[PE: Provide information on known coordination issues. For example:]



[The Contractor shall coordinate with the City of Los Angeles Information Technology Agency (ITA) for the installation of the dispatch/fire phone/PA system in Fire Station 51. The Contractor shall provide all junction boxes and cabinets as indicated on the Plans, and shall furnish all system components to the ITA as set for in these Contract Documents. The ITA will install all components and wiring necessary to complete the dispatch/fire phone/PA system. Contractor shall notify ITA six (6) weeks prior to the expected start date of system installation. The system installation will require six (6) to eight (8) weeks.

No Work that would impact aircraft traffic on Taxiway C shall be performed until the completion of construction on the Southside Taxiways WF, WG, and T Project. Construction on this Project is scheduled to be completed by January 1, 2003.

The Chevron Pipeline Company will extend six (6) pipe casings under the new Taxiway C alignment. This work is shown in Phase I of the Construction Phasing Drawings. The Contractor shall accommodate the work to be done by Chevron and its subcontractors.]

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control. Delete the second paragraph of this SSPWC subsection and add the following:

The Contractor shall be responsible for removing from the Site and other public streets, excavated materials and debris resulting from the Work. Vehicles exiting the Site shall have all dirt clods and mud removed from their tires.

[The Contractor shall furnish and operate a self-loading vacuum sweeper trucks with spray nozzles and at least two (2) water trucks as required to maintain the work area, or as directed by the Engineer. Vehicles exiting the Site shall have all dirt clods and haul routes mud removed from their tires. A minimum of one vacuum sweeper and one water truck must be continuously operating at all times when the Contractor or any subcontractor is working on site.]

The Contractor shall contain dust and remove it from the Site at intervals sufficient to prevent contamination outside work limits and as directed by the Engineer. The Contractor shall use adequate watering techniques to alleviate accumulation of construction-generated dust.

- 1) The Contractor shall be responsible for containment of dust emission from all construction, transport, storage or handling activities, in accordance with South Coast Air Quality Management District (SCAQMD) Rule 403: Fugitive Dust.
- 2) The Contractor shall be responsible for clean-up of all construction-related dirt on approach routes to the Site.
- 3) The Contractor shall furnish trash bins for all debris resulting from Construction. All debris shall be placed in trash bins daily. Forms or false work that are to be reused shall be stacked neatly as they are being removed. Forms and falsework



that are not to be reused shall be disposed of immediately upon their removal.

[PE: Delete the next two paragraphs if there is no building as part of the Project.]

[At completion of the Work, the interior and exterior of the building(s), including fixtures, equipment, floors, and hardware shall be thoroughly cleaned, with plaster spots, stains, paint spots, accumulated dust, and dirt removed. Cleaning of the exterior shall include, but not be limited to, roofs, window sills, ledges, horizontal projections, steps, rails, sidewalks, and other surfaces.

In addition to general cleaning, the Contractor shall do the following special cleaning at completion of Work:

- 1) Remove putty stains from glazing, then wash and polish glazing.
- 2) Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
- 3) Remove temporary protection and clean and polish floors and waxed surfaces.
- 4) Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint.
- 5) Remove spots, soil, plaster and paint from tile work, and wash tile.
- 6) Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
- 7) Vacuum-clean carpeted surfaces.
- 8) Remove debris from roofs, gutters, downspouts and drainage system.]

When requested by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each Working Day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

7-8.2 Air Pollution Control. *This subsection applies as written in the SSPWC.*

7-8.3 Vermin Control. *This subsection applies as written in the SSPWC.*

7-8.4 Sanitation. *To this SSPWC subsection add the following:*

The Contractor is responsible for any sewage spills in accordance with the sewage spill prevention and response requirements as stated in this Subsection:

The Contractor is responsible for preventing and containing any sewage spillage. The Contractor is also responsible for the recovery and legal disposal of any spilled sewage, any fines, penalties, claims, and liability arising from negligently causing a sewage spillage. The Contractor is additionally responsible for the violation of any law, ordinance, code, order, or regulation as a result of the spillage.

The Contractor shall exercise care not to damage existing public and private improvements or interrupt existing services and/or facility operations that may cause a sewage spill. Any



reasonably anticipated utility and/or improvement damaged by the Contractor shall be repaired immediately at the Contractor's expense. The Contractor shall take all measures necessary to prevent further damage or service interruption to an impacted utility or service. If the construction operations damage an existing utility or damage or interrupt an existing service which causes a sewage spill, the Contractor shall immediately notify the City's representatives. Before the start of construction the Contractor shall request and obtain from the Engineer an emergency roster of designated City representatives with their respective phone numbers, pager numbers, and cellular phone numbers.

Before the start of construction, the Contractor shall develop and submit to the Engineer for approval a written Spill Response Plan to respond to any construction-related sewage spills. This includes, but is not limited to:

- 1) Identifying all nearby waterways, channels, catch basins and entrances to underground existing storm drains.
- 2) Furnishing all necessary materials, supplies, tools, equipment, labor and other services for spill containment and cleanup.
- 3) Arranging for an emergency response unit that will be immediately dispatched to the Site in the event of a sewage spill. The emergency response unit shall consist of emergency response equipment and personnel trained in its use.
- 4) Developing and including an emergency notification procedure. The procedure will include an emergency response roster with telephone numbers and arrangements for backup personnel and equipment and an emergency notification roster of the designated City representatives.
- 5) Designating a primary and secondary representative, including their respective phone numbers, pager numbers, and cellular phone numbers. The Contractor's representatives shall be accessible and available at all times to respond immediately to any construction-related emergencies.

If a sewer bypass is called for in the Contract Documents, or is needed to construct the Project, the Contractor is responsible for continuously monitoring the flow levels downstream and upstream of the construction location. This will allow the Contractor to make the earliest possible determination of a system failure that may result in a sewage backup and spill. The Contractor shall include the means and methods of monitoring the flow in the Spill Response Plan.

In case of a sewage spill, the Contractor shall, without instructions from the City, act immediately to control the spill and take all appropriate steps to contain it in accordance with the Spill Response Plan. The Contractor shall immediately notify the City representatives of the spill and all actions taken. The Contractor shall, within three (3) Working Days from the occurrence of the spill, submit to the Engineer a written confirmation describing the following information related to the spill:

- 1) The location on a current "Thomas Brothers Guide Map."
- 2) The nature and volume of the spill.
- 3) The date and time of the spill.



- 4) The duration of the spill.
- 5) The cause of the spill.
- 6) The type of remedial and/or clean-up measures taken and the date and time of implementation.
- 7) The corrective and/or preventive action taken to eliminate the possibility of a recurrence.
- 8) The water body affected.
- 9) The results of any necessary monitoring.

The Engineer may institute further corrective actions, as deemed necessary, to fully comply with existing law, ordinance, code, order or regulation. The Contractor shall be responsible for all costs incurred for the corrective actions.

It shall be the Contractor's responsibility to assure that all field forces, including Subcontractors, know and obey all safety and emergency procedures to be maintained and followed at the Site, including those in the Spill Response Plan.

7-8.5 Temporary Light, Power, and Water. *To this SSPWC subsection add the following:*

The Contractor shall obtain a permit to draw water from a public fire hydrant from the Los Angeles Department of Water and Power, Telephone (213) 267-2130, for projects in the City of Los Angeles, or from the Water Department of the City of Ontario, Telephone (909)-395-2050, for projects in the City of Ontario. If feasible, permission for the use of hydrants located on Airport property may be obtained from the Engineer for hydrants owned and controlled by LAWA. Hydrants will be metered and the cost of water usage will be billed to the Contractor.

The Contractor shall obtain temporary power from the Los Angeles Department of Water and Power, Telephone (213) 367-6000, for projects at Los Angeles International Airport and Telephone (818) 771-4100, for projects at Van Nuys Airport, or from Southern California Edison, Telephone (800)-655-4555, for projects in the City of Ontario.

7-8.6 Water Pollution Control. *To this SSPWC subsection add the following:*

"Water Pollution" shall mean an alteration of the quality of waters by fuels, oils, and other harmful materials. The alteration shall be to a degree that adversely affects such waters for beneficial uses, or facilities that serve such beneficial uses. "Beneficial Uses" shall include, but not necessarily be limited to, domestic, municipal, agricultural, and industrial supply; power generation; recreation; esthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

Water pollution control Work shall consist of implementing good housekeeping pollution control measures to reduce the discharge of pollutants from construction sites to the maximum extent practicable. For construction sites with less than 0.8 hectares (2 acres) of disturbed soil, the Contractor shall implement the following water pollution control measures:



- 1) Minimum Water Quality Protection Requirements
 - a) Eroded sediments and other pollutants must be retained on Site and may not be transported from the Site via sheet flow, swales, area drains, or natural drainage.
 - b) Stockpiles of earth and other construction-related materials must be protected from being transported from the Site by water.
 - c) Fuels, oils, solvents, and other toxic substances originating from the Contractor's operations shall not be allowed to enter the ground water or be placed where they will enter a live stream, channel, drain, or other water conveyance facility. Spills may not be washed into the live streams, channels, drains, or other water conveyance facilities.
 - d) Excess or waste concrete may not be washed into the public way or any drainage system. Provisions shall be made to retain concrete wastes on-site until it can be appropriately disposed of or recycled.
 - e) Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
 - f) Sediments and other materials may not be tracked from the Site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public ways. Accidental depositions must be swept up immediately and may not be washed down by rain or by any other means.
 - g) After the completion of the Work, the Site shall be cleared of debris and restored to a condition equal to or better than that existing before construction.
- 2) Wet Weather Erosion Control Plan (WWECP) -- pursuant to Section 61.02 of the LAMC, whenever it appears that the construction Site will have grading during the rainy season (from October 15 to April 15), the Contractor shall submit a WWECP to the Engineer for approval within thirty (30) Days after the Notice to Proceed or get approval thirty (30) Days prior to the beginning of the rainy season, whichever is longer.

Guidance on preparing the WWECP can be found in the Development Best Management Practices Handbook - Part A, Construction Activities adopted by the Board of Public Works, as authorized by Section 64.72 of the LAMC. This publication can be found on the City of Los Angeles' Stormwater website at <http://www.cityofla.org/san/swmd/index.htm> or by contacting the Program Manager at 213-847-6350.

When required, the Contractor shall obtain permits for erosion and water pollution control from the appropriate jurisdictional agency before the start of construction. The Contractor shall also conform to the following provisions with respect to water pollution control when working in live streams:

- 1) Where working areas encroach on live streams, barriers shall be constructed or



- other means provided to prevent muddying or polluting of such streams.
- 2) Removal of materials from beneath a flowing stream shall not be started until adequate means, such as a bypass channel around the removal operations, are provided to carry the stream free from mud or silt.
 - 3) Should the Contractor's operations require transportation of materials across live streams, such operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of such live streams, except as may be necessary in the opinion of the Engineer. The Engineer will judge such Work to be necessary only if construction cannot be done reasonably using other means or methods.
 - 4) Fresh portland cement or fresh portland cement concrete shall not be allowed to enter the flowing water in streams, channels or drains.
 - 5) Material derived from the Work shall not be deposited in a live stream channel.

The Contractor shall also prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) and also implement Best Management Practices (BMP's) in addition to the other requirement of this Subsection for any construction sites that meet any one of the following conditions:

- 1) Has between 0.8 hectare (2 acres) and two (2) hectares (5 acres) of disturbed soil.
- 2) Has less than two (2) hectares (5 acres) of disturbed soil and:
 - a) Is located in or adjacent to an environmentally sensitive area (ESA).
 - b) Is located in a designated hillside area.
 - c) A City Engineer's Estimate of Five Hundred Thousand Dollars (\$500,000.00) or more.
 - d) A contract completion time of one hundred twenty (120) calendar Days or longer.

A work site that is located in a designated hillside area and has less than 0.8 hectares (2 acres) of disturbed soil and is not in or adjacent to an ESA is exempted from the preparation of a SWPPP, if a grading permit is not required. Guidance on preparing the SWPPP can be found in the Development Best Management Practices Handbook - Part A, Construction Activities.

The SWPPP document for permit Work shall include the following information:

- 1) The name, location, period of construction, and a brief description of the Work.
- 2) Contact information for the Contractor, including name, address, and telephone number.
- 3) Name, location, and description of any environmentally sensitive areas located on or adjoining the Project.
- 4) A list of major construction materials, waste, and activities.
- 5) A list of BMP's to be used to control pollutant discharge from major construction materials, waste and activities.
- 6) A site plan (a copy of the plans may be used) indicating the location of the BMP's where appropriate.
- 7) A developer's certification statement that all required and selected BMP's will be



effectively implemented.

The SWPPP document for publicly financed Work shall include the following information:

- 1) A list of BMP's to be used to control pollutant discharge from major construction materials, waste and activities.
- 2) A site plan (a copy of the plans may be used) indicating the location of the BMP's where appropriate.

When the Contractor is required to get any type of permit from the Los Angeles Department of Building and Safety, the Contractor shall submit the SWPPP document to the Los Angeles Department of Building and Safety for review and approval before obtaining the permit as prescribed in LAMC Section 91.106. If the Contractor does not need any type of permit from the Los Angeles Department of Building and Safety, the Contractor shall submit the SWPPP document to the Engineer for review and approval. At least one copy of the approved SWPPP shall be kept at the construction Site and accessible to the Engineer.

For any project that involves grading or disturbing two (2) hectares (5 acres) or more of surface drainage area, LAWA or the Permittee will apply for coverage under the General Construction Activity Stormwater Permit (GCASP) by filing a Notice of Intent (NOI) with the State Water Resources Control Board. The address is State Water Resources Control Board, Division of Water Quality, Attention Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor shall comply with all of the requirements of the GCASP, including the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

Whenever the Contractor is required to get any type of permit from the Department of Building and Safety, the Contractor shall show a Waste Discharge Identification Number (WDID) to the Los Angeles Department of Building and Safety as proof of submittal of the NOI.

Such features as drainage gutters, slope protection blankets, and retention basins shall be constructed concurrently with other Work and at the earliest practical time. The Contractor shall exercise care to preserve vegetation beyond the limits of construction.

Should the Contractor violate any of the provisions of this Subsection, or if pollution occurs in the work area for any reason, the Contractor shall immediately notify the Engineer. In addition the Contractor shall, within 10 Days, submit written confirmation to the Engineer describing the incident and corrective actions taken. If pollution, for whatever reason, is detected by the Inspector/Engineer before notification by the Contractor, the required written confirmation shall also include any explanation of why the Contractor had not notified the Engineer.

The City may make any further corrective actions, as deemed necessary, for abatement of water pollution if the Contractor has violated any of the provisions of this Subsection. The Contractor shall be responsible for all costs incurred for the corrective actions.

Failure to comply with the requirements of this Subsection may result in the suspension of Work



per Subsection 6-3.

Compliance with the requirements of this Subsection shall in no way relieve the Contractor from its responsibility to comply with other provisions of the Contract, in particular its responsibility for repair of damage and for preservation of property.

Costs for Work required to comply with the requirements of this Subsection shall be paid under Section 27 of these Specifications - Temporary Air and Water Pollution, Soil Erosion, and Siltation Control (FAA – 156).

7-8.7 Drainage Control. To this SSPWC subsection add the following:

The Contractor shall ensure that storm and drainage water does not pond due to the temporary blockage of exiting drainage facilities. To this end, the Contractor shall provide temporary methods that allow for the passage of storm and drainage water in a manner equivalent to the existing drainage system.

7-8.8. Graffiti and Vandalism Control. To the SSPWC add subsection 7-8.8 as follows:

Throughout all phases of Work, including suspension of Work, and until final acceptance, the Contractor, at its sole expense, shall keep all equipment, field offices, storage facilities and other facilities at the Site free of graffiti and vandalism. Graffiti shall be painted over, masked or cleaned off within twenty-four (24) hours after notification by the Engineer or Inspector.

7-8.9 Daily Reports.

The Contractor and each Subcontractor, whose subcontract is greater than one-half of one percent of the Contract value, shall provide the Engineer with a written Daily Report on a daily basis of all Project activities for each day of the contract. Daily written reports are required for each foreman and each project superintendent from each company, and these reports must be submitted within 24 hours after the end of the work shift. This report is in addition to any required report for Force Account or other form of Time and Materials work. The Daily Report shall include the items specified below for each shift associated with the project. Many of the items can be included in a checklist or fill-in-the-blank type form. The primary purpose of the report is to have an accurate, detailed daily report of the day's activities. Each day's entry shall include:

- 1) Conditions – Weather: temperature, moisture, wind, site conditions, etc.
- 2) Personnel – Number of workers by type and trades by employer, list of subconsultants and number of hours worked by QC inspectors.
- 3) Equipment – Number by type. Hours used.
- 4) Activities – Specific description and location of work accomplished each day of the work.
- 5) Quantities – Approximate installations.



- 6) Materials – a list of all materials received for that day and whether checked and acceptable and where stored.
- 7) Visitors – List of all visitors to job site.
- 8) Dated and signed – Diary should also contain the number of days used in the contract.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. *Delete paragraphs 3 and 5 in this SSPWC subsection and add the following:*

The Contractor shall conduct the operations in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, shrubbery, lawns, pole lines, fences, guard rails, guide posts, culvert and Project markers, signs, structures, and other objects on or adjacent to the Site, that are not designated for removal, shall be protected from injury or damage. If damaged or removed due to Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch. When ordered by the Engineer, the Contractor shall provide and install suitable safeguards to protect any object from injury or damage.

The Contractor shall protect existing pavement and pavement edges against damage or marking from equipment with steel tracks and from equipment loaded in excess of the strength of the pavement or pavement edge. Areas and routes used by the Contractor or Subcontractors shall be restored to their original condition by the Contractor before final acceptance of the Work. The Contractor shall protect all existing underground utilities against damage from equipment and equipment loads.

The fact that any improvement or facility is not shown on the plans shall not relieve the Contractor of the responsibility to ascertain the existence of any structure that may be subject to damage by its operations. The Contractor shall pay for and satisfactorily repair damage to any object which may be damaged as a result of the operations or negligence of the Contractor or Subcontractors. If it becomes necessary for the Agency to repair such damage, the Contractor shall be billed for and shall pay the actual cost to the Agency for labor and materials plus fifteen percent (15%) administrative costs.

The Contractor shall protect and maintain all existing traffic warning, regulatory and guide signs, street name signs (both of the intersection and advanced types) and signal equipment including those temporary control devices that may be required by the Work. The Contractor shall notify the appropriate District Transportation Engineer of any signs maintained by LADOT that will interfere with the completion of its Work that cannot be properly protected. The LADOT will remove, relocate, or reinstall signs at the appropriate times at no expense to the Contractor except for Class "B" permits, in which case the Permittee shall bear said expenses as required by Section 62.110 of the Los Angeles Municipal Code. The Contractor shall bear the cost of installation by the Department of all signs in place at the start of construction that are necessary to the traffic operation of the completed improvements that are found to be missing or damaged upon completion of the Work.



The Contractor shall protect and maintain all existing parking meters and post mounted signs. The Contractor shall notify Parking Meter Planning and Administration at (213) 847-4230 or the Parking Meter Maintenance Shop at (213) 485-2273 of any parking meters or post mounted signs maintained by LADOT that will interfere with the completion of its Work that cannot be properly protected. The LADOT will remove or reinstall parking meters and post mounted signs at the appropriate times at no expense to the Contractor except for Class "B" permits, in which case the Permittee shall bear said expenses as required by Section 62.110 of the Los Angeles Municipal Code. The Contractor shall bear the costs for any parking meters and post mounted signs that are missing or damaged upon the completion of the Work.

The Contractor shall protect all existing traffic signal equipment, and interconnect systems, including any existing Automated Traffic Surveillance and Control (ATSAC) system. This may be achieved by installing temporary facilities, which may include overhead spans of fiber optic, communication cables and signal conductors, and any equipment necessary to maintain such facilities. The temporary facilities are expressly to maintain normal traffic and interconnect operations. If temporary facilities are installed, the Contractor shall maintain the facilities until the complete restoration of the permanent traffic signal and interconnect system. At no time during the construction period is the traffic signal system to be "off-line" from the ATSAC system. All Temporary and Restoration Traffic Signal Plans shall be designed by a Civil Engineer registered in the State of California. These plans are also subject to approval by LADOT prior to their implementation.

The Contractor shall maintain all existing traffic signal loop detectors. In case of damage to loop detectors, the ATSAC Project Engineer shall be notified, and repairs made within 24 hours. If the Contractor fails to make repairs, any Work done by City forces to restore the operation of damaged loop detectors will be at the Contractor's expense.

All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the Bid.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access. *To this SSPWC subsection add the following:*

The Contractor shall conduct all operations in a manner that will cause no interference with airplane traffic or normal operation of the Airport. In all operations the Contractor shall be governed by the regulations and rules of LAWA, comply with FAA AC No. 150/5370-2C, Operational Safety on Airports During Construction, and shall cooperate fully with the Engineer and Airport Manager. All temporary blockages for the movement of construction materials or equipment shall be coordinated with and approved by the Engineer at least forty-eight (48) working hours in advance of any closure.



Within ten (10) Days after the date of the Notice to Proceed and before moving vehicles onto the Site, the Contractor shall submit to the Engineer the proposed Plan for vehicular and pedestrian traffic circulation, including the location and types of signs to be used. Thereafter, and not later than fifteen (15) Days prior to subsequent changes required by the Engineer for said circulation, sign locations and types, the Contractor shall submit revised Plans to the Engineer.

The Contractor shall provide and install steel plates to bridge any excavation in the public right-of-way. Such bridging shall be in accordance with the provisions of the latest edition of the Work Area Traffic Control Handbook (WATCH), and in addition, shall have a nonskid surface static coefficient of friction of 0.35 per California Test 342 for all steel plates within the traveled roadway of streets and alleys. When required by the Engineer, the Contractor or Permittee shall certify in writing to the Engineer that steel plates to be used in the Work meet the required static coefficient of friction. Also when required by the Engineer, the Contractor or Permittee shall have steel plates to be used in the Work tested in accordance with the above standards for the verification of required static coefficients of friction. Testing shall be done by an independent laboratory approved by the Engineer. The Contractor or Permittee shall pay for any costs associated with the testing of steel plates.

7-10.2 Storage of Equipment and Materials. *This subsection applies as written in the SSPWC.*

7-10.3 Street Closures, Detours, Barricades. *To this SSPWC subsection add the following:*

Every excavation or hazard on or adjacent to runways, taxiways, ramps, other areas on the airfield, or areas accessible by the public shall be marked as indicated below, except as otherwise specified on the plans and in Section 62 of these Specifications:

[PE: Delete language that is not applicable.]

- 1) **Taxiways.**
 - a) Two foot high, weighted delineators, and
 - b) Eighteen inch high, weighted flashing red lights, or standing red lights connected to the taxiway lighting system (as approved by the Engineer).

- 2) **Ramps and Other Aircraft Movement Areas.**
 - a) Two foot high, weighted delineators, and
 - b) Eighteen inch high, flashing red lights, or standing red lights (as approved by the Engineer).

- 3) **Other Airfield Areas That Can Be Traversed By Vehicular Traffic.**
 - a) Standard wooden barricades, or two to four foot high, weighted delineators, and
 - b) Flashing amber lights.
 - c) Flaggers



4) **Terminals and other Enclosed Public Areas.**

The Contractor shall provide a Barricade Plan to LAWA for review and approval. Barricades shall be a minimum of eight (8) feet high constructed of plywood, and painted off-white. Visqueen shall be placed between the plywood barricade and the ceiling to seal off the construction area from the public area.

Lights shall be portable electrical lamps such as "Neo-Flasher" or "Thoro-Flasher." No lantern or open-flame device shall be used. The Contractor shall obtain the approval of the Engineer of the condition of the Work, including lights, before leaving the Work in the evening.

There shall be no closure of streets and/or the AOA without the express written permission of the Engineer.

Every excavation or hazard on or adjacent to the airfield or other areas shall be marked as specified herein. No lantern or open-flame devices shall be used. See the plans for placement of barricades, lights, and work area perimeter flags. The Contractor shall obtain the approval of the Engineer of the condition of the Work, including lights, before leaving the Work in the evening.

Barricade lights as shown on the drawings shall be placed across taxiway and closed infield areas at the locations and spacing directed by the Engineer. Barricade lights will be paid under Section 62 of the Specifications and, unless otherwise specified, will become the property of LAWA at the conclusion of the Project.

Prior to shutting down barricade lights at the end of work shifts, the Contractor must get the approval of the Engineer.

Nightly or other limited-time runway and/or taxiway closures will require the placement of lighted "X" runway closure markers as described and paid in Section 62 of the specifications.

Taxiway closure markings shall be placed as shown on the Plans, or as directed by the Engineer and as described and paid in Section 62 of the specifications.

Various unlighted reflective signs, for both temporary taxiway and service road traffic, shall be installed as shown on the Plans, and as described and paid in Section 62 of the specifications.

No closures of non-airfield areas or public streets are anticipated for this project.

The Contractor shall provide flaggers at locations necessary to assure safe operation of the Contractor's vehicles. All costs involved shall be included in the Bid under Specification Section 17.

7-10.4 Safety.



7-10.4.1 Safety Orders. To this SSPWC subsection add the following:

The Contractor shall completely fence all excavations, to the satisfaction of the Engineer, to provide protection against anyone falling into the excavation and to the satisfaction of the Engineer. The fencing shall be in place at all times except when workers are present and actual construction operations are in progress.

The fencing material shall be chain link fabric or welded wire fabric (6x6-W9xW9 minimum) and 5 ft. high, constructed in accordance with one of the following:

- 1) Tensioned fencing material and have top and bottom tension wires securely fastened to driven steel posts or other equally rigid elements at a maximum spacing of 12 ft.; or
- 2) Untensioned fencing material securely fastened to extended trench shoring elements at a maximum spacing of 8 ft. and fastened to continuous top and bottom rails constructed of nominal 2 in. x 4 in. lumber or equally rigid material. Framed panels with suitable supporting elements fastened together to form a continuous fence may also be used. AOA fencing shall not have top rails.

The Contractor shall provide the Engineer with a Competent Person trench/excavation certification form for Projects that require shoring and deep excavation. It shall be filled out prior to any worker access to trench or excavation. The Contractor shall certify by this form the name of the Competent Person administering the Work, the soil classification, and the type of excavation protective system provided and/or installed.

[PE: If required, include following language:]

[The Contractor shall file FAA Form 7460-1, Notice of Proposed Construction or Alteration.. Approval shall be obtained from the Federal Aviation Administration for the use of any equipment exceeding fifteen (15) feet in height. The Contractor shall file FAA Form 7460-1, Notice of Proposed Construction or Alteration. A copy of the Form 7460-1 and filing instructions are included in Appendix [].]

7-10.4.2 Use of Explosives. Delete this SSPWC subsection and replace with the following:

Use of explosives is prohibited.

7-10.4.3 Special Hazardous Substances and Processes. This subsection applies as written in the SSPWC.

7-10.4.4 Confined Spaces. This subsection applies as written in the SSPWC.

7-10.4.5 Agency Worker Protection. To the SSPWC add subsection 7-10.4.5 as follows:



The Contractor shall provide safety equipment, material, and assistance to Agency personnel to properly inspect all phases of the Work, including final inspection. Such equipment, material and assistance shall include, but not be limited to, testing for the presence of explosive or toxic gases and oxygen deficiency in confined spaces, blowers, ventilators, first-aid supplies and equipment, ladders, scaffolds, shoring, harnesses, self-contained breathing apparatus, and personnel for standby assistance as required. Personal equipment and clothing, such as hard hats, safety glasses, traffic vests and earplugs are not subject to these provisions. When asbestos is being removed, the requirements of the CCR, Title 8, Div. 1, Chapter 4, Subchapter 4, "Construction Safety Orders," and Subchapter 7, "General Industry Safety Orders," shall be implemented.

In all cases involving exposure of Agency personnel to toxic/hazardous materials and/or elements, the City of Los Angeles Personnel Department, Occupational Safety Office, shall have field review authority over the Contractor's operations.

7-10.5 Operation of Vehicles. *To the SSPWC add subsection 7-10.5 as follows:*

The Contractor shall contact the Airport Police, Security Technology Section, Telephone (310) 646-0508, or (909) 937-2512 for Ontario Airport, or (818) 909-3523 for Van Nuys regarding specific requirements for the operation of vehicles on airport property and for LAWA drivers' licenses and photo I.D. badges. No passenger cars will be permitted in the restricted area of the Airport. Employees' personal vehicles shall be parked in public lots or off the Airport. Employees shall be transported from there to the Site in vehicles provided and supervised by the Contractor. The Contractor shall follow LAWA badging and driving instructions per **Appendix [1]**.

Each vehicle or unit of equipment that travels or operates on any part of the AOA shall have an approved decal or painted company name applied to both sides of the vehicles in a location opposite the driver's seat. The identification should be applied to the front door panels. Magnetic or temporary signs are not acceptable. The name of the company should be spelled out in letters no less than three (3) inches high. Use of logos or symbols in lieu of letters is subject to approval by the Airport Operations Manager.

[PE: Include if necessary:]

[Each vehicle or piece of equipment anywhere on the Airport that extends higher than fifteen (15) feet above ground shall be equipped with a checkered flag mounted firmly on the highest part of the vehicle, and shall be obstruction lighted per FAA Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, when the visibility is less than three (3) miles. This flag shall be not less than three (3) feet square consisting of five (5) 1-foot squares of international orange color and four (4) 1-foot squares of white color.]

Delivery vehicles, materials trucks, and heavy equipment shall enter and depart through a point



designated by the Engineer. Except as otherwise directed or approved by the Engineer, vehicles in use on the Airport shall be confined to the construction area work Site. Only operators with current restricted area driving passes issued by the LAWA Airport Police, Security Technology Section, will be permitted to operate vehicles in the AOA. When an operator does not have a current pass, a LAWA authorized driver must escort the operator.

The maximum vehicular speed allowed at various locations will be established by the Airport Operations Manager. Vehicles shall be under safe control at all times, weather and traffic conditions being considered. No vehicle shall at any time be permitted to interfere with or endanger aircraft traffic.

7-10.6 Airport Security Fence. To the SSPWC add subsection 7-10.6 as follows:

Any airport security fencing to be relocated or installed is important to the security of the Airport. The Contractor shall schedule the Work to insure the security at all times. Any temporary openings in the airport security fence to facilitate access, relocation, and/or replacement shall be assigned a full-time security guard(s) at the Contractor's expense. Unless otherwise specified, the cost for security guards shall be considered incidental; therefore, no separate payment will be made.

7-11 PATENT FEES OR ROYALTIES. This subsection applies as written in the SSPWC.

7-12 ADVERTISING. Delete this SSPWC subsection and replace with the following:

No sign will be permitted for advertising the name of the Contractor or any Subcontractor. One neat sign with black lettering on a white background may be used to designate the Contractor's shipping and receiving area for this Project. The face of the sign shall not exceed six (6) square feet. This sign shall be subject to approval by the Engineer.

7-13 LAWS TO BE OBSERVED. This subsection applies as written in the SSPWC.

7-14 ANTITRUST CLAIMS. This subsection applies as written in the SSPWC.

7-15 AUDITS AND RECORDS. To the SSPWC add subsection 7-15 as follows:

The Contractor shall maintain all data and records pertinent to the Work performed under the Contract, in accordance with generally accepted accounting principles. The Contractor shall also preserve and make available all data and records until the expiration of four (4) years from the date of final payment under the Contract. The authorized representative of the Agency shall have access to all such data and records for such time periods to inspect, audit, and make copies thereof during normal business hours. The Contractor shall covenant and agree that it shall require any Subcontractor used in the performance of the Contract to permit the authorized representatives of the Agency to similarly inspect and audit all data and records of said



Subcontractor relating to the performance of said Subcontractors under contract for the same period.

7-16 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS. *To the SSPWC add subsection 7-16 as follows:*

All structures or obstructions which are not to remain in place or to be used in the new construction shall be removed as directed by the Engineer. All material found on the Site or removed and not salvaged shall become the property of the Contractor unless otherwise indicated. The Contractor must deliver to the Engineer a receipt evidencing that material removed from the Airport for disposal has been disposed of at a legally authorized dumping site.

All disposal costs shall be considered incidental and will not be paid for separately but will be included in the Bid prices for removals.

7-17 SOUND CONTROL. *To the SSPWC add subsection 7-17 as follows:*

The Contractor shall comply with local sound control and noise level rules, regulations and ordinances which apply to Work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler.

END OF SECTION 7

<Project Name>



Special Provisions ____% Submittal
Date

THIS PAGE INTENTIONALLY BLANK

<LOGO>

Responsibilities of the Contractor

Page 7-26



SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL. To this SSPWC subsection add the following:

[PE: Use the following sentence if no field office is required and delete all other language below.]

[The Contractor need not provide a field office at the Site, either for its own use or for the use of Agency Inspectors, Surveyors or Construction Manager.]

The Contractor shall provide a Construction Site Field Office in accordance with Subsection 8-2.

The Contractor shall enclose the Site, staging site, and Construction Site Field Offices with fencing as shown on sheet [] of the plans.

Trash receptacles shall be emptied daily.

8-2 FIELD OFFICE FACILITIES.

[PE: Before finalizing these Specifications, consult with Inspection, the Construction Manager, and General Services regarding the office space needed based on duration/size of the Project.]

8-2.1 Class "A" Field Office. This subsection applies as written in the SSPWC.

8-2.2 Class "B" Field Office. This subsection applies as written in the SSPWC.

8-2.3 Class "C" Field Office. This subsection applies as written in the SSPWC.

8-2.4 Construction Site Field Offices To the SSPWC add subsection 8-2.4 as follows:

[PE: Select one of the following highlighted paragraphs. This language corresponds to the tables itemizing the required furniture, services and equipment for the offices.]

[The Contractor shall provide two (2) separate Construction Site Field Offices in the Contractor's Operations and Storage Yard; one for its own use and one for the use of the Agency's Inspectors, Surveyors and Construction Manager.]

[The Contractor shall provide three separate Construction Site Field Offices in the Contractor's Operations and Storage Yard; one for the Contractor's own use, one for the use of the Agency's Inspectors/Surveyors and one for the use of the Construction Manager.

[The Contractor shall provide four separate Construction Site Field Offices in the Contractor's Operations and Storage Yard; one for the Contractor's own use, one for the use of the Agency's



Inspectors/Surveyors, one for the use of the Construction Manager, and one for City Standard personnel.]

The Contractor will have to provide his own site office for the entire duration of the project. The Contractor may be required to site the Construction Site Field Offices at a different location from that shown on the plans for the Contractor's Storage Yard.

The Construction Site Field Offices shall be located in the Contractor's Operations and Storage Yard. The Contractor's Operations and Storage Yard area shall be fenced by the Contractor. The fencing shall be chain link fencing of design and type needed to prevent entry onto the Site or any exterior Work area by the public. The Construction Site Field Offices, including all furnishings, equipment, utilities, and fencing shall be installed by the Contractor within fifteen (15) Days of the Notice to Proceed and shall be maintained by the Contractor through the duration of the Project at no additional expense to the Agency. The Contractor's Operations and Storage Yard and access thereto shall be kept neat and orderly throughout construction and all deficiencies in the maintenance of this area shall be promptly corrected by the Contractor. The Contractor's Operations and Storage Yard shall be restored to a condition equal to the condition prior to the start of construction and equal to the condition of areas adjacent to the Site and as approved by the Engineer. Stock piling of earth and pavement material will not be permitted. Stock piling of all other material shall be at the discretion of the Engineer.

The Construction Site Field Office(s) shall have a minimum of two (2) doors and a window area of not less than forty-eight (48) square feet. Windows shall be provided with security bars. All doors and windows shall be provided with screens and secure locks. Provide mini-blinds for all windows.

Electric power shall be provided to include a minimum of four (4) 100-volt a/c duplex electric convenience outlets. At least one such outlet shall be located on each wall. The electrical distribution panel shall provide not less than two (2) circuits providing 110-volt, 60-Hertz service.

[Contractor shall obtain power and telephone services from utility.] [Water and sewer connections to the main shall also be provided by the Contractor, or portable water and sewer tanks shall be provided and maintained by Contractor.]

Lighting shall be provided for office to provide illumination at the tables and desk at a level of 100-foot candles. An outdoor lighting fixture with three hundred (300) watts shall be provided at each door.

Heating and air conditioning of sufficient capacity shall be provided at no expense to the Agency to adequately control the temperature at all times.

The Contractor shall provide integral sanitary facilities within offices(s) for the sole use of office personnel. Sanitary facilities shall include a water closet and wash basin with hot and cold



potable running water. Each restroom shall be provided with liquid soap and dispensers, toilet paper and dispenser, toilet seat covers and dispenser, paper towels and dispenser, waste baskets, industrial first aid kits with eyewashers, and continuous on-going supply of all disposable goods.

Extended area, non-coin-operated telephone service shall be provided within the office area. The installation shall include sufficient extension cord to serve the plan table and desk. Telephone system shall include voice mail accessible from outside phone line and shall accommodate keying in sufficient number of digits to allow access to outside voice mail by name or by number. Submit system specifications for LAWA approval. Include connection fees, usage fees, and full maintenance.

Construction Site Field Office(s) for LAWA and City of Los Angeles Standards personnel shall be equipped with the furniture, services and equipment listed in the table below. All furniture, services and equipment will be maintained by the Contractor for the period of time described above.

[PE: Use this language and table below if two (2) field offices are required (no separate Consultant Construction Manager Office is required). Verify inclusion of radios, DSL, cell phones, PC's and laptops with Civil Engineer and ITD.]

The Construction Site Field Office for use by Agency Inspectors, Surveyors and Construction Manager shall be equipped in accordance with the table below:

<i>Furniture, Services and Equipment</i>	<i>Agency Inspectors, Survey and Construction Manager Total Quantity</i>
Minimum square feet of floor area	400
Full height partitioned office with lockable door as well as a lockable door connecting directly to the exterior. (120 SF minimum)	2
Telephone with Dedicated Telephone Lines	3
Dedicated Fax Line	1
Digital Subscriber Lines (DSL)	3
New Printer-Fax-Scanner-Copier machine (plain paper) with stand, model as specified by the Engineer, the cost of which shall not exceed \$XXXX. The Contractor shall pay for all costs including supplies, activation and service fees for duration of the Project	1
New Self-loading copier with automatic recirculating document feeder and sorter as specified by the Engineer, double side copy and collating capabilities, the cost of which shall not exceed \$XXXX. The Contractor shall pay for all costs including supplies, activation and	1

Formatted: Don't adjust space between Latin and Asian text



<i>Furniture, Services and Equipment</i>	<i>Agency Inspectors, Survey and Construction Manager Total Quantity</i>
service fees for duration of the Project	
Additional telephones	2
New Metal double-pedestal desk, 30"x66" with drawers suitable for holding files and with locks	3
New Metal double-pedestal desk, 36"x72" with secretarial and with drawers suitable for holding files and with locks	
Plan table – 5'x8'	2
Adjustable metal office chairs, Steelcase or approved Equal	6
Metal plan table chairs	2
Lockable, four-drawer file cabinets (legal size)	2
3-shelf bookcases	2
Metal plan rack, 12 sticks	2
In/Out Mailboxes	6
Lockable metal supply cabinet	1
Refrigerator, minimum 18 cubic feet	1
Microwave, minimum 2.0 cubic feet	1
Bulletin board and marker board, 4' x 8'	2
Wastebasket	4
Refrigerated bottled water dispenser unit, with hot and cold water dispenser and paper cup supply	1
Cellular phone including service providers and batteries, Nextel Model 1000. Minimum 500 air time weekday minutes per month	?
Conference room with table & chairs to accommodate ____ number of persons	1

Formatted: Don't adjust space between Latin and Asian text

[PE: Use this language and table below if three field offices are required.]

The Construction Site Field Offices for use by the Agency's Inspectors/Surveyors and the Construction Manager shall be equipped in accordance with the table below:



<i>Furniture, Services and Equipment</i>	<i>Agency Inspectors and Survey</i>	<i>Construction Manager</i>
	<i>Total Quantity</i>	<i>Total Quantity</i>
Minimum square feet of floor area	400	400
Full height partitioned office with lockable door as well as a lockable door connecting directly to the exterior. (120 SF minimum)	1	1
Telephone with Dedicated Telephone Lines	2	2
Dedicated Fax Line	1	1
Digital Subscriber Lines (DSL)	2	2
New Printer-Fax-Scanner-Copier machine (plain paper) with stand, model as specified by the Engineer, the cost of which shall not exceed \$XXXX. The Contractor shall pay for all costs including supplies, activation and service fees for duration of the Project	1	1
New Self-loading copier with automatic recirculating document feeder and sorter as specified by the Engineer, with double side copy and collating capabilities the cost of which shall not exceed \$XXXX. The Contractor shall pay for all costs including supplies, activation and service fees for duration of the Project	1	1
Additional telephones	2	2
New Metal double-pedestal desk, 30"x66" with drawers suitable for holding files and with locks	2	2
New Metal double-pedestal desk, 36"x72" with secretarial and with drawers suitable for holding files and with locks		1
Plan table – 5'x 8'	2	1
Adjustable metal office chairs, Steelcase or approved Equal	2	5
Metal plan table chairs	2	1
Lockable, four-drawer file cabinets (legal size)	1	1
3-shelf bookcases	1	1
Metal plan rack, 12 sticks	1	1
In/Out Mailboxes	6	6
Lockable metal supply cabinet	1	1
Refrigerator, minimum 18 cubic feet	1	
Microwave, minimum 2.0 cubic feet	1	
Bulletin board and marker board, 4' x 8'	1	
Wastebasket	4	4

Formatted: Don't adjust space between Latin and Asian text

Formatted: Don't adjust space between Latin and Asian text



<i>Furniture, Services and Equipment</i>	Agency Inspectors and Survey	Construction Manager
	Total Quantity	Total Quantity
Refrigerated bottled water dispenser unit, with hot and cold water dispenser and paper cup supply	1	
Cellular phone including service providers and batteries, Nextel Model 1000. Minimum 500 air time weekday minutes per month	?	?
Conference room with table & chairs to accommodate ___ number of persons	0	1

Formatted: Don't adjust space between Latin and Asian text

[PE: Use this language and table below if four field offices are required.]

The Construction Site Field Offices for use by the Agency's Inspectors/Surveyors, the Construction Manager, and City Standard personnel shall be equipped in accordance with the table below:

<i>Furniture, Services and Equipment</i>	Agency Inspectors and Survey	Construction Manager	City Standard Personnel
	Total Quantity	Total Quantity	Total Quantity
Minimum square feet of floor area	400	400	400
Full height partitioned office with lockable door as well as a lockable door connecting directly to the exterior. (120 SF minimum)	1	1	0
Telephone with Dedicated Telephone Lines	2	2	1
Dedicated Fax Line	1	1	0
Digital Subscriber Lines (DSL)	2	2	0
New Printer-Fax-Scanner-Copier machine (plain paper) with stand, model as specified by the Engineer, the cost of which shall not exceed \$XXXX. The Contractor shall pay for all costs including supplies, activation and service fees for duration of the Project	1	1	0
New Self-loading copier with automatic recirculating document feeder and sorter as specified by the Engineer, with double side copy and collating capabilities the cost of which shall not exceed \$XXXX. The Contractor shall pay for all costs including supplies, activation and service fees for	1	1	0

Formatted: Don't adjust space between Latin and Asian text

Formatted: Don't adjust space between Latin and Asian text



<i>Furniture, Services and Equipment</i>	<i>Agency Inspectors and Survey</i>	<i>Construction Manager</i>	<i>City Standard Personnel</i>
	<i>Total Quantity</i>	<i>Total Quantity</i>	<i>Total Quantity</i>
duration of the Project			
Additional telephones	2	2	0
New Metal double-pedestal desk, 30"x66" with drawers suitable for holding files and with locks	2	2	2
New Metal double-pedestal desk, 36"x72" with secretarial and with drawers suitable for holding files and with locks		1	0
Plan table – 5'x 8'	2	1	0
Adjustable metal office chairs, Steelcase or approved Equal	2	5	4
3' x 6' work table adjacent to trailer	0	0	1
3' x 8' table	0	0	1
4'x6'x6" concrete slab adjacent to trailer	0	0	1
Metal plan table chairs	2	1	0
Lockable, four-drawer file cabinets (legal size)	1	1	0
3-shelf bookcases	1	1	0
Metal plan rack, 12 sticks	1	1	0
In/Out Mailboxes	6	6	0
Lockable metal supply cabinet	1	1	1
Refrigerator, minimum 18 cubic feet	1	?	0
Microwave, minimum 2.0 cubic feet	1	?	0
Bulletin board and marker board, 4' x 8'	1		0
Wastebasket	4	4	1
Refrigerated bottled water dispenser unit, with hot and cold water dispenser and paper cup supply	1		0
Cellular phone including service providers and batteries, Nextel Model 1000. Minimum 500 air time weekday minutes per month	?	?	?
Conference room with table & chairs to accommodate ___ number of persons	0	1	0

Formatted: Don't adjust space between Latin and Asian text

[PE: If no field laboratory is required, use the choice below:]

8-3 FIELD LABORATORIES. Delete this SSPWC subsection and replace with the following:



The Contractor need not provide a field laboratory.

[PE: If a field laboratory is required, use the choice below.]

8-3 FIELD LABORATORIES. *This subsection applies as written in the SSPWC.*

[PE: If no bathhouse facility is required, use the choice below.]

8-4 BATHHOUSE FACILITIES. *Delete this SSPWC subsection and replace with the following*

The Contractor need not provide a bathhouse facility at the Site.

[PE: If a bathhouse facility is required, use the choice below.]

8-4 BATHHOUSE FACILITIES. *This subsection applies as written in the SSPWC.*

8-5 REMOVAL OF FACILITIES. *Delete this SSPWC subsection and replace with the following:*

Field offices, laboratories, and bathhouse facilities at the Project Site shall be removed upon completion of the Work. Buildings and equipment furnished by the Contractor at the Project Site under the provisions of this Section are the property of the Contractor.

Removal and cleanup of the field office(s) and laboratories at the Site shall be completed within five (5) Days following final acceptance of the Work under this Contract. The Contractor shall restore any damage to the Operations and Storage Yard and staging site in accordance with Subsection 8-2.4. **[Payment for demobilization under Section 16 will not be paid until this work is completed.]**

8-6 BASIS OF PAYMENT. *To this SSPWC subsection add the following:*

Payment for office facilities and equipment will be considered part of the Mobilization and Demobilization item, paid under Section 16 of these specifications.

[Payment for office facilities will be made as follows: twenty-five percent (25%) when completely installed, seventy-five percent (75%) prorated over the remainder of the Contract duration.]

END OF SECTION 8



SECTION 9 - MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK. *This subsection applies as written in the SSPWC.*

9-2 LUMP SUM WORK. *To this SSPWC subsection add the following:*

A cost breakdown for the Bid shall be submitted to the Engineer within fifteen (15) Days after Award of Contract for review and approval. The approved cost breakdown schedule (Schedule of Values) will be the basis for determining the value of the monthly progress payment. The cost breakdown shall correlate with the cost loaded schedule of activities required in the Contract Documents. The total value of all construction activities (including mobilization/demobilization) shall equal the total construction Bid amount.

9-3 PAYMENT.

9-3.1 General. *This subsection applies as written in the SSPWC.*

9-3.2 Partial and Final Payment. *To this SSPWC subsection add the following:*

[PE: \$50K OR LESS START Note: If contract is \$50K or less but has a duration longer than three months, use the over \$50K language.]

[The Contractor shall prepare and submit for review and approval by the Engineer, two payment requests. The first is for ninety percent (90%) of the contract price and is payable upon acceptance of the Work by the Engineer. The second is for ten percent (10%) and is payable thirty-five (35) Days after acceptance of the Work provided no lien has been filed against the Work.]

[PE: UNDER \$50K END]

[PE: OVER \$50K START]

[Unless otherwise prescribed by law, five (5) Working Days prior to the last work day of each month, or other such date mutually agreed upon by the Contractor and the Engineer, the Contractor shall prepare and submit to the Engineer, an estimate of the cumulative amount and value of acceptable Work performed by the Contractor at the Site up to that date. Said amount shall also include the value of all acceptable materials and equipment for the Contract that have been delivered and suitably stored but not yet used in the Work, subject to the requirements of Subsection 9-3.3. and the Contract Documents.

The Contractor shall promptly submit the following in response to requests by the Engineer and/or the Engineer:



- 1) All information and records necessary to determine the cost of the Work for purposes of estimating monthly payment.
- 2) All itemized statements, in a form satisfactory to the Engineer, of the actual cost of all acceptable materials delivered by the Contractor to the Site.

All monthly progress payments, except for the final progress payment, shall include Work performed up to and including the last day of the calendar month. The Contractor may defer a request for progress payment to the succeeding month by written notification to the Engineer. The Contractor's failure to sign a pay request promptly at the end of any month may cause the payment to be deferred. No payment will be made for any Work performed during a month until an Ethnic Composition of Work Force form (properly executed for that month) is received by the Engineer.

The Contractor may elect to utilize the provisions of Public Contract Code Section 22300. The Contractor has the option, at its expense, to substitute securities equivalent to the amount withheld for any money withheld by the Agency. Securities eligible for such Substitution are bank or savings and loan Certificates of Deposit, interest bearing demand deposit accounts, standby letters of credit, any other security mutually agreed to by the Contractor and the City, or securities eligible for investment pursuant to Government Code Section 16430 and approved by the City. Such securities include:

- 1) U.S. Treasury Bonds and Notes, Government National Mortgage Association Debentures.
- 2) State of California General Obligation Bonds.
- 3) General Obligation Bonds of any California county, city, metropolitan water district, municipal utility district, or school district. (In addition, other issues are eligible by statutory authority authorizing the issuance; each issue has to be determined on request).
- 4) Banks for Cooperative Debentures, Federal Intermediate Credit Bank Debentures, Federal Home Loan Bank Notes and Bonds, Federal Land Bank Bonds, Federal National Mortgage Association Debentures, Tennessee Valley Authority Bonds.
- 5) Certificates of Deposit issued by banks authorized to transact business in California, which are members of the Federal Deposit Insurance Corporation.

NOTE: No security shall be pledged which has a life to maturity exceeding five (5) years from the date it is pledged.

As to any such security or securities so substituted for moneys withheld, the Contractor shall be the beneficial owner of same and shall receive any interest thereon.

Securities shall, at the request and expense of the Contractor, be deposited with the Agency or with a State or Federally chartered bank as the escrow agent. The Agency shall then, upon notification by the Executive Director, pay any retained moneys to the Contractor in an amount not exceeding the value of the securities. Securities will be returned to the Contractor at the expiration of thirty-five (35) Days from the date of acceptance of the Work or as prescribed by



law. There must, however, be a continued retention of the necessary securities to cover such amounts as are required by law to be withheld pursuant to properly executed and filed notices to stop payment or as may be authorized by the Contract to be further retained. A notification of release will be issued by the Executive Director.

Any Agreement entered into pursuant to this provision shall contain, at a minimum, the following provisions:

- 1) The amount of securities to be deposited.
- 2) The terms and conditions of conversion to cash in case of default by the Contractor.
- 3) The termination of Assignment or escrow upon completion of the Contract and other requirements as herein provided.
- 4) Endorsement by the Contractor's Surety.

The monthly payments will be withheld or reduced for any of the following reasons:

- 1) Defective Work not remedied.
- 2) Materials not properly stored or protected at Site.
- 3) If the Contractor is not diligently or efficiently complying with the express intent of the Contract.
- 4) Third party claims filed.
- 5) Failure of the Contractor to make payments to the Subcontractor or for labor, materials and equipment.
- 6) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
- 7) Damage to the Agency or another Contractor.
- 8) Failure of the Contractor to submit construction schedule and updated progress schedules.
- 9) There are unresolved Notices of Non-Compliance.
- 10) Damage to adjacent property.
- 11) Technical Manuals are not submitted.
- 12) As-Built Construction Plans are not kept up-to-date.
- 13) Failure of the Contractor to complete and submit a daily construction report.
- 14) Reasonable evidence that Work will not be completed within the Contract Time and that the unpaid balance will not be adequate to cover actual or Liquidated Damages for the anticipated delay.
- 15) Failure to carry out the Work in accordance with the Contract Documents.
- 16) Failure to return all equipment or tools paid for by the Agency to perform extra Work.
- 17) Progress photographs are not submitted.
- 18) Failure to submit coordination drawings.]

[OVER \$50K? END]

9-3.3 Delivered Materials. *Delete this SSPWC subsection and replace with the following:*



Partial payment for materials or equipment delivered to, and stored at, the Site may be paid in the partial progress payments pending the approval of the Engineer. The balance of the material cost shall be paid together with the installation of such material or equipment. Partial payment shall be subject to the following conditions:

- 1) The payment for the materials or equipment shall not exceed seventy percent (70%) of the invoice cost. The amount paid shall not exceed the total amount of the bid item less an amount estimated for installation.
- 2) Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than five thousand dollars (\$5,000).
- 3) The material or equipment is required by the Contract Documents and is specifically manufactured for the Project and could not readily be utilized or diverted to another job.
- 4) The Contractor shall provide secure storage facilities that have been approved by the Engineer or Inspector.
- 5) No payment will be made for living or perishable plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, and similar items of construction, until they are incorporated into the Work.
- 6) The Contractor shall include cost loaded activities for the materials and equipment, for which payment will be requested, in the Schedule of Values. The Contractor shall provide all documentation necessary to establish the cost of the materials or equipment.
- 7) All Suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the Agency must file a notice with the Agency in accordance with the State of California lien laws.
- 8) Each Supplier, fabricator or manufacturer shall file a list with the Engineer, indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and the unconditional release shall be identified by name and title.
- 9) Each request for payment shall include a notarized Unconditional Release which conforms to the California Civil Code. The release shall be signed by an authorized employee identified in the corporate declaration. The request shall include the supplier's invoice for the materials or equipment.

Material delivered to the Contractor at *any* location other than the Site may also be taken into consideration for partial payment subject to the following additional conditions:

- 1) Payment for the materials or equipment stored shall not exceed sixty percent (60%) of the invoice cost of the materials or equipment. Percent of the invoice paid shall be at the discretion of the Agency. The amount paid shall not exceed the total amount of the Bid item less an amount estimated for installation.



- 2) The Contractor shall store the materials and equipment as required in Subsection 7-10.2, in a bonded warehouse or facility approved by the Engineer. The storage site shall be located within fifty (50) miles of the geographic limits of the Agency. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS." The Contractor shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and shall perform the manufacturer's recommended maintenance of the materials or equipment. The Contractor shall inspect the materials and equipment and submit a monthly written report to the Engineer listing all the equipment stored, the results of the inspection, and the maintenance performed.
- 3) The Contractor shall grant the Inspector and the Engineer access to the storage facility at any time and assist the Inspector and the Engineer in conducting a full view, piece by piece, inventory of all such material or equipment.
- 4) The Contractor shall provide all additional insurance necessary to insure the materials or equipment against loss of damage. The insurance provided shall be as stated in these Contract Documents. The insurance shall cover the material or equipment while stored at the approved Site, while in transit to the Site, while being off-loaded at the Site, and until the material or equipment is incorporated into the Work and the Contract is accepted by LAWA.
- 5) The Contractor shall be responsible for any damage to, defects therein, misfabrication thereof, or loss of the materials or equipment.
- 6) The Contractor shall be responsible for any resulting Project delays or consequential damages as if the Contractor were the owner of the material or equipment until it is incorporated in the Work and accepted by the Agency.
- 7) The Contractor shall present the storage arrangements in writing and sign a Security Agreement, which shall be submitted to the Engineer for approval by the City Attorney. This agreement shall set forth the terms of ownership, storage and insurance necessary to insure the material or equipment against damage or loss.

Payments for undelivered manufactured equipment to be incorporated into the Work, excluding "off the shelf" or catalog items, will be made when all of the following conditions exist:

- 1) The Equipment must be specifically designated in the Contract Documents for partial payment prior to delivery.
- 2) The equipment to be specifically designated for the Project could neither be readily utilized on, nor diverted to, another job.
- 3) A fabrication period of more than six (6) months is anticipated.

Payment will not be made for materials wasted or disposed of in a manner not called for in the Contract Documents. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the limits of Work. No compensation will be allowed for disposing of rejected or excess material.



The Contractor shall absorb any and all cost incurred to meet the requirements of this Section without modification in the Contract amount.

9-3.4 Mobilization. *To this SSPWC subsection add the following:*

The contract lump sum price paid for mobilization shall include full compensation for furnishing all supervision, labor, materials, tools, equipment, and incidentals necessary for doing all the Work involved in mobilization as specified herein.

- 1) **General.** Mobilization and demobilization shall consist of the following which must be performed or costs incurred either prior to beginning Work on the various Contract items at the Site, or after the removal from the Site of all personnel, equipment, unused supplies, etc., after completion of the Work:
 - a) Obtaining all required insurance, bonds and permits.
 - b) Preparatory Work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Site.
 - c) Furnishing and erecting a field office and other facilities necessary for Work on the Project including services, equipment, supplies and incidentals to the Site.
 - d) All other Work and operations as specified in the Contract Documents.
- 2) **Principal Items of Mobilization and Demobilization.** See Section 16 of these specifications.
- 3) **Basis of Payment.** See Section 16 of these Specifications.

[PE: Add the following language if you have specific items in your Contract that will be paid through an allowance.]

[9-4 ALLOWANCES. *To the SSPWC add subsection 9-4 as follows:]*

[Because of the uncertainty of the Work to be accomplished or materials to be provided, certain items of Work have been designated to be paid for out of an allowance included in the Schedule of Work and Prices submitted with the Bid. The allowances will be used to pay for these items. The Contractor will be paid for these items on the basis of "extra Work" (Subsection 3-3 of the General Provisions). The Contractor's mark-up shall be all-inclusive of supervision and coordination of the Subcontractor's Work and no additional compensation shall be allowed. Any and all unused portions of the allowances will not be paid to the Contractor.]

END OF SECTION 9