

EXHIBIT 11

SUBMITTALS REVIEW PROCESS

1.0 Submittal Requirements

Each Submittal provided by Developer to LAWA for information, for comment, for acceptance, or for approval shall:

- (a) be accurate, complete, and in conformity with the Contract Documents;
- (b) include all necessary information and documentation concerning the subject matter and any additional information reasonably requested by LAWA;
- (c) include a completed transmittal form in form agreed between LAWA and Developer, which includes a statement from the preparer and Developer reviewer confirming items (a) and (b) above; and
- (d) include the certification required by Section 1.2 (Submittal Certification).

1.1 Submittal Content

The content of Submittals to be provided to Third Parties and Utility Owners shall be as required by the applicable Third Party agreements, Utility Owner agreements, and consistent with the respective Project Execution Plans; and in each case shall also be concurrently submitted to LAWA.

1.2 Submittal Certification

With every Submittal, Developer shall certify in writing that the Submittal satisfies the requirements of the Contract Documents and has been coordinated among all separate requirements of the Contract Documents.

For all Design Document submittals at each level of design progression, submittal shall be accompanied by the checklist, suitably completed, demonstrating compliance with the Los Angeles Amendment to the California Green Building Standards Code (LA Green).

For Final Design Submittals (except for test results), the certification shall include signature of both the Project Manager and the Design Manager, and signatures recommending certification from other authorized individuals of Developer's organization comprised of:

- (a) Responsible design professional;
- (b) Quality Program Manager;
- (c) Construction Manager;
- (d) O&M Manager; and
- (e) QTA Systems Engineering Manager (as applicable).

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EXHIBIT 12

ADDITIONAL PROJECT REQUIREMENTS

Exhibit 12A: Cooperation Agreements

Exhibit 12B: Modifications to Developer's Obligations regarding Cooperation Agreements

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EXHIBIT 13

BASE INCREMENTAL COSTS AND PERMITTED MARKUP

1.1 Base Incremental Costs

“**Base Incremental Costs**” means the cumulative total, without duplication, of only the following amounts, as paid or actually incurred by Developer or Contractors, as applicable, in the performance of Extra Work specifically related to, and solely attributable to, a Compensation Event (unless otherwise indicated):

- (a) straight-time wages or salaries, employment insurance, customary benefits such as sick leave, medical and health benefits, holiday and vacation benefits, or benefits required by collective bargaining agreements, if any, and payroll taxes, for personnel of Developer and/or Contractors for the performance of the Extra Work at the Site or at fabrication sites off the Site;
- (b) overtime wages or salaries, employment insurance, customary benefits such as sick leave, medical and health benefits, holiday and vacation benefits, or benefits required by collective bargaining agreements, if any, and payroll taxes for overtime work, as specifically authorized in writing by LAWA’s Authorized Representative for personnel of Developer and/or Contractors for the performance of the Extra Work at the Site, or at fabrication sites off the Site;
- (c) costs of materials and consumable items which are furnished and incorporated into the Extra Work, including transportation and maintenance thereof, as approved by LAWA’s Authorized Representative. Such costs shall be charged at the lowest price available to Developer or Contractors, as applicable, but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the Los Angeles area. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to LAWA and Developer shall, or shall cause the applicable Contractors to, make provisions so that they may be obtained;
- (d) sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Extra Work pursuant to clause (c) above;
- (e) rental rates that do not exceed 80% of the Rental Blue Book for necessary temporary facilities, machinery and equipment, and hand tools not customarily owned by construction workers, and for costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof, where such items are used directly in the performance of the Extra Work and are owned by a Developer-Related Entity. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work. Rental rates shall be submitted to and approved in advance and in writing by LAWA’s Authorized Representative;
- (f) rental charges that do not exceed those prevailing in the City of Los Angeles area for necessary temporary facilities, machinery and equipment, and hand tools not customarily owned by the construction workers, and for costs of transportation, installation, minor repairs and replacements, dismantling and

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EXHIBIT 14

KEY CONTRACT PROVISIONS

Each Key Contract shall:

- (a) Include a covenant to maintain all licenses required by applicable Law;
- (b) Require the Key Contractor to carry out its scope of work in accordance with applicable requirements of the Contract Documents, the Governmental Approvals, applicable Law, and plans, systems and manuals developed and used by Developer under the Contract Documents;
- (c) Set forth representations, warranties, guaranties and liability provisions of the Key Contractor appropriate for work of a similar scope and scale;
- (d) Expressly state that all warranties and guaranties remaining in effect upon the expiration of the Term or earlier termination of the Agreement, whether express or implied, shall inure to the benefit of LAWA, its successors and assigns, and any Third Parties for whom Work is being performed;
- (e) Set forth a standard of professional responsibility or a standard for commercial practice (as applicable) equal to or better than the requirements of the Contract Documents and in accordance with Good Industry Practice for work of similar scope and scale;
- (f) To the extent applicable, if not obtained by Developer, require the Key Contractor to provide Payment Bond(s) and Performance Bond(s) as required under Section 10.2 (Payment and Performance Security) of the Agreement before commencement of any work by or on behalf of the Key Contractor, and expressly require such Key Contractor to provide any surety notices of loss or potential loss to Developer and LAWA;
- (g) Preclude suspension of performance or demobilization by the Key Contractor unless and until it delivers to LAWA notice of the other contracting party's breach or default under such Key Contract and allows LAWA the reasonable opportunity to cure such breach or default, provided that LAWA's opportunity to cure shall not extend the Key Contractor's right to terminate such Key Contract for more than 20 Business Days;
- (h) Not be assignable by the Key Contractor without Developer's and LAWA's prior consent, provided that this provision shall not prohibit subcontracting of portions of the Work to qualified Subcontractors;
- (i) Include the requirements and provisions in the Agreement applicable to Contractors regarding title to and other Intellectual Property rights and licenses;
- (j) Require the Key Contractor to participate in meetings between Developer and LAWA concerning matters pertaining to such Key Contractor, its work or the coordination of its work with other Contractors in accordance with direction to such Key Contractor provided by Developer or other party to the Key Contract, provided that LAWA retains authority to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property;

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EXHIBIT 15

CONDITIONS PRECEDENT

- Exhibit 15A: Conditions to NTP 1
- Exhibit 15B: Conditions to NTP 2
- Exhibit 15C: Conditions to Non-O&M Facility Operational Readiness
- Exhibit 15D: Conditions to Non-O&M Facility Final Acceptance
- Exhibit 15E: Conditions to Operational Readiness
- Exhibit 15F: Conditions to Final Completion

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EXHIBIT 16

FEDERAL, STATE, AND CITY REQUIREMENTS

Exhibit 16A: Federal Requirements

Exhibit 16B: State Requirements

Exhibit 16C: City Requirements

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EXHIBIT 17

PROJECT NEUTRAL LIST

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EXHIBIT 18

SECTION 3.6 INVOICE

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EXHIBIT 19

PARTNERING

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